CONDOMINIUM OFFERING PLAN
FOR SALE OF UNITS IN
175 EAST 82ND STREET CONDOMINIUM

Location

175 East 82nd Street
New York, New York 10028
New York County

Seventy-Three (73) Residential Units*^	
Twelve (12) Residential Units Initially Released:	$93,500,000.00
One (1) Commercial Unit^	
Fifteen (15) Storage Space Licenses^	
Nine (9) Storage Space Licenses Initially Released	$325,000.00
Total Purchase Price of Released Offering	$93,825,000.00
Reserve Fund/Working Capital Fund**	$0.00

* The Superintendent's Unit will be sold to the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners.

^ Sixty-One (61) Residential Units, the Commercial Unit, and Six (6) Storage Space Licenses will be withheld from the initial offering. See the sections of the Plan titled, "Offering Prices and Related Information, Schedule A" and "Schedule A-2".

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

Name and Address of Sponsor:	**Name and Address of Selling Agent for Residential Units:**
EAST 82 OWNER LLC **c/o Douglaston Development** **7 Penn Plaza, Suite 600** **New York, New York 10001**	**Brown Harris Stevens** **Marketing and Sales, LLC** **445 Park Avenue** **New York, New York 10022**

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

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER CONSUMMATION OF THE PLAN AND IS WITHHOLDING UNITS FROM THE INITIAL OFFER, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. MOREOVER, THE OWNER-OCCUPANTS OF UNITS MAY NEVER CONTROL THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS PLAN. (SEE THE SPECIAL RISKS SECTION OF THE OFFERING PLAN).

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

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SPECIAL RISKS

1. It is noted that although it is the intent of Sponsor that all Units be offered for sale pursuant to the terms of the Offering Plan, Sponsor has reserved the unconditional right to lease certain Units to tenants after Consummation of the Plan. In such an event, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies. See the Section of the Offering Plan titled "Introduction," in Part I for further details. Notwithstanding the foregoing, Sponsor does intend to withhold certain Units from the initial Offering Plan and Sponsor shall amend the Plan, accordingly, prior to offering any such withheld Units for sale. Sponsor will not lease any of the withheld Units prior to Consummation of the Plan. Sponsor's withholding of certain Units will not affect the completion of the Condominium's services and facilities and there is currently no timeline for the release of the withheld Units onto the market. See the Section of the Offering Plan titled "Offering Prices and Related Information, Schedule A," in Part I for further details.

Although Sponsor is not obligated to make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole and absolute discretion of the Sponsor. However, the Sponsor may not lease Units without restriction prior to the Consummation of the Plan. The only permitted occupancy before the Plan is Consummated is via an interim use and occupancy agreement signed in conjunction with a Purchase Agreement. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor sell or rent Units may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit. Any advertising materials containing the percentage of Units sold will calculate such percentage based upon the total number of Units at the Building rather than the number of Units offered for sale at that time.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after consummation of the Offering Plan and because the Sponsor is withholding certain Units from its initial offer, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective, the Offering Plan may not result in the creation of a Condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor, and owner-occupants may never

gain effective control and management of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof (also known as a "Sponsor-designee"), relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

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

The project is being financed from Sponsor's own funds and from construction loan financing to be provided by MSD RCOF Partners XC, LLC, One Vanderbilt Avenue, 26th floor, New York, New York 10017 (hereinafter the "Construction Lender"). Pursuant to the terms of the Sponsor's construction loan financing, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents, and has an option to rent the Units. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit, which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Construction Lender will agree to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender. Sponsor will disclose the procurement of any future construction loan, if any, in an amendment to the Offering Plan.

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

2. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units; or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control (thus ending "Sponsor's Initial Control Period") and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years from the date of the First Unit Closing. Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the Condominium, any Sponsor-designed members of the Board of Managers shall recuse themselves from such vote. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) managers, with four (4) members elected by the Residential Unit Owners (including Sponsor or its designee as to Unsold Units) and one (1) member designated by the Commercial Unit Owner (including Sponsor or its designee as to Unsold Units), within thirty (30) days after the earlier of (i) the closing of title to Units whose percentage of Common Interest, in the aggregate, exceeds ninety (90%) percent or (ii) two (2) years after the First Unit Closing. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. So long as the Sponsor or a Sponsor-designee shall continue to own at least one (1) Unit but less than ten percent (10%) in Common Interest allocated to all the Units, or Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a Majority of the Board. Subsequent to the expiration of Sponsor's Initial Control Period, all Board members, other than those members which the Sponsor or its designee have the right to designate pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to any Board Member designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of

Managers, after the owner-occupants have taken their seats on the Board of Managers. See the section of the Offering Plan titled "Control By Sponsor," set forth in Part I, for further details.

As provided in the By-Laws, at the First Unit Owners meeting, four (4) members of the Board of Managers shall be elected by the Residential Unit Owners (including Sponsor or its designee as to Unsold Units), with the number of votes allocated to each Residential Unit Owner determined by the percentage of Common Interest of his respective Unit, and one (1) member of the Board of Managers designated by the Commercial Unit Owner (including Sponsor or its designee as to Unsold Units). The Board of Managers shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the section entitled "Rights and Obligations of Board of Managers/Summary of By-Laws" set forth in Part I, for further discussion.

3. As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interest allocated to the Units, but in no event for a period in excess of five (5) years from the date of the First Unit Closing (i.e. a period ending on the earlier of five (5) years after the First Unit Closing or when Sponsor or any Sponsor-designee own less than twenty-five percent (25%) of the Common Interest allocated to the Units), the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) the contingency fund provided for in Schedule B located in Part I of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4%) of the budgeted expenses of the Condominium, and (b) the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B for the Property and as required by the Federal Housing Administration and Fannie Mae guidelines, to the extent that the aggregate amount of such fund does not exceed ten percent (10%) of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage, or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not exercise its veto power over the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer. See the section of the Offering Plan titled, "Control By Sponsor," set forth in Part I, for further details.

4. Purchasers will be required to make a Down Payment upon execution of a Purchase Agreement in an amount equal to ten percent (10%) of the purchase price. At the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement, or (ii) within 15 days of

the presentation date of the amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Down Payment in an amount equal to five percent (5%) of the Purchase Price. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the Initial Down Payment together with the Additional Down Payment in a total amount equal to fifteen percent (15%) of the Purchase Price. It is a special risk of this Offering Plan that Purchasers are required to deposit in escrow with Sponsor's attorneys an aggregate Down Payment of fifteen percent (15%) of the purchase price. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Down Payment equal to fifty percent (50%) of the applicable purchase price. The requirement of this fifty percent (50%) Down Payment is also a special risk of the Offering Plan.

A Purchaser who is interested in acquiring the right to use a Storage Space must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the Down Payment paid under the Purchase Agreement shall include ten percent (10%), or, if applicable, fifty percent (50%), of the Storage Space License Payment (the "License Deposit") as well as ten percent (10%), or, if applicable, fifty percent (50%), of the Purchase Price of the Unit. At the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement, or (ii) within 15 days of the presentation date of the amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Down Payment in an amount equal to five percent (5%) of the Purchase Price of the Storage Space. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the Initial Down Payment together with the Additional Down Payment in a total amount equal to fifteen percent (15%) of the Purchase Price of the Storage Space. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Space reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and/or Storage Space reservation due to Purchaser's default, provided same does not constitute an unenforceable penalty under applicable law.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than fifteen percent (15%) of the Purchase Price, and any other amounts paid by the Purchaser for any special or custom work, plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void.

Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) of the Purchase Price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

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

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement, or in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing either Seller's rights or Purchaser's obligations thereunder, provided Sponsor is the prevailing party in any such dispute. Sponsor shall not be obligated to reimburse Purchaser in the event that Purchaser is the prevailing party in any such dispute. See the section of the Offering Plan titled, "Procedure to Purchase," set forth in Part I, for further details.

5. Pursuant to the Offering Plan, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Purchaser may order such insurance from any reputable title or abstract company authorized to do business in the State of New York, including Royal Abstract, having an office address at 125 Park Avenue, Suite 1610, New York, New York 10017 (Tel. No. 212-376-0900). Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York ("DFS"), and should be the same, regardless of the title or abstract company used, for any given property.

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

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

6. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Pursuant to 13 NYCRR 20.5(c)(4) of the Attorney General's Regulations, in the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers will be given, for a period of fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter. See the section of the Offering Plan titled "Rights and Obligations of Sponsor," for further details.

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

Notwithstanding the fact that a Purchaser's Purchase Agreement will not be contingent upon financing, to the extent permitted by applicable Law, the provisions of the Declaration and By-Laws may comply with certain requirements of the Federal National Mortgage Association ("Fannie Mae") and the Federal Housing Authority ("FHA"). Sponsor, at its sole cost and expense, may, but has not obligated itself, to file applications with Fannie Mae and FHA in order to have the Condominium added to a list of "approved" condominiums. There is no guaranty, assurance or obligation that Sponsor will complete said applications or satisfy the criteria for approvals, or in the event that either or both of the Fannie Mae and FHA requirements are satisfied, whether the

Condominium will continue to satisfy such criteria. Purchasers should further be advised that if FHA approval is granted to the Condominium, no more than thirty percent (30%) of the total Residential Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind a Purchase Agreement if for any reason, Sponsor's application to either or both of Fannie Mae and FHA, is not submitted or approved. In addition, in accordance with the requirements of Fannie Mae and FHA, at least ten percent (10%) of the total operating budget for the First Year of Condominium operation is required to be set aside for a Major Capital Improvement Replacement Reserve Fund in order to fund the replacement reserves for capital expenditures and deferred maintenance (the "Replacement Reserve"), as more particularly described in "Projected Budget for First Year of Condominium Operation, Schedule B," located in Part I of the Plan, subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage. There is no guarantee or assurance that the Replacement Reserve will be provided as a line item in the operating budget after the First Year of Condominium operation or that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA. The Condominium Board reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Condominium Board) to use the Replacement Reserve towards any capital expenditures it deems appropriate. However, the Replacement Reserve can only be used for the repair and replacement of the Common Elements. Please see Article VI of the By-Laws of the Condominium set forth in Part II of the Plan for further details.

8. The Commercial Unit may be used between the hours of 6:00 a.m. and 11:00 p.m. (New York Time) for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Commercial Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (unless such dry cleaning and/or laundry is done off premises); (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes. The Commercial Unit Owner shall have the right to change the use of the Commercial Unit and certificate of occupancy accordingly without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a Zoning District which permits residential and commercial uses. The legal uses proposed will comply with all Zoning requirements, and initially will be as set forth in the approved Application filed with the Department of Buildings of the City of New York ("DOB"). The predominant use of this Building is residential and such use will be located above the first

floor. A portion of the cellar and first floor use will be dedicated to commercial uses. The commercial uses allowed, depending whether the space in question is on the first floor or cellar level, are defined in the Zoning Resolution. Permitted uses include, but are not limited to, retail stores, personal service establishments, and restaurants.

The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee or the Commercial Unit Owner to accommodate more than one (1) rental tenant and, as stated above may be used for any permitted use under the Zoning Resolution. However, although the Commercial Unit Owner has the right to change the use of the Commercial Unit, any other permitted use of the Commercial Unit must comply with the certificate of occupancy for the Building as it currently exists or as amended by Sponsor or Sponsor's designee or the Commercial Unit Owner, and the Declaration and By-Laws of the Condominium. However, the right of the Commercial Unit Owner to change the use of the Commercial Unit may result in a greater number of people entering and leaving the ground floor level of the Building, a higher volume of noise and/or hours of usage and other possible adverse effects on the Building resulting from the use of the Commercial Unit. Accordingly, it is possible that a change of usage could have an adverse impact on other Condominium Unit Owners.

See the section of the Offering Plan entitled "The Commercial Unit," set forth in Part I, for further details.

9. Pursuant to the terms of the Offering Plan and the Purchase Agreement contained in Part II, the Purchaser is required to pay as a closing cost the New York State Real Estate Transfer Tax ("NYS Transfer Tax") and the New York City Real Property Transfer Tax ("NYC Transfer Tax"). Though a seller is typically responsible for paying these real estate transfer taxes, in condominium transactions, these transfer taxes can be paid by either the seller or the purchaser. The obligation is assumed by the purchaser if such obligation is imposed on the purchaser by the terms of the sale.

A Purchaser purchasing a Storage Space License is advised that payment for such Storage Space License shall be deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the purchase price for the Residential Unit for the purposes of computing any applicable transfer taxes, including the NYC Transfer Tax, NYS Transfer Tax, and Mansion Tax. See the "Unit Closing Costs and Adjustments" section in Part I of this Offering Plan for more details.

The NYS Transfer Tax rate is currently equal to $2.00 per each $500.00 of consideration or part thereof. However, pursuant to revisions to the State Tax Law, Section 1402-a, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), a higher rate of $3.25 per each $500.00 of consideration or part thereof shall be applicable to (i) conveyances of residential real property where consideration is $3,000,000.00 or more, and (ii) conveyances of any other real property where consideration is $2,000,000.00 or more. For avoidance of doubt, the current rate of $2.00 per each $500.00 of consideration or part thereof shall continue to apply with respect to

each conveyance of residential real property where consideration is less than $3,000,000.00, and with respect to each conveyance of any other real property where consideration is less than $2,000,000.00.

For purposes of paying the NYS Transfer Tax with respect to this project, consideration also includes the amount of NYS Transfer Tax and NYC Transfer Tax to be paid for the Unit and any Storage Space License, as well as Purchaser's payment of Sponsor's legal fees.

The NYC Transfer Tax rate is currently equal to one percent (1%) of the consideration paid for residential real property if such consideration is $500,000.00 or less, and one and four hundred twenty-five thousandths percent (1.425%) of the consideration paid for residential real property where such consideration is greater than $500,000.00. The non-residential rates where consideration is $500,000.00 or less, and where consideration is greater than $500,000.00, are one and four hundred twenty-five thousandths percent (1.425%) and two and six hundred twenty-five thousandths percent (2.625%), respectively.

For purposes of paying the NYC Transfer Tax with respect to this project, consideration also includes the amount of NYS Transfer Tax and NYC Transfer Tax to be paid for the Unit and any Storage Space License, as well as Purchaser's payment of Sponsor's legal fees.

In the event that the taxing authority of the City of New York determines that either (i) the conveyance of more than one (1) condominium Unit to the same Purchaser (including but not limited to the conveyance of a Residential Unit together with a Storage Space License), or (ii) the conveyance of a Residential Unit together with the licensing of a Storage Space to the same Purchaser, is taxable at the non-residential rates, then, in such event, (a) the NYC Transfer Tax to be paid by Purchaser shall be one and four hundred twenty-five thousandths percent (1.425%) of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and two and six hundred twenty-five thousandths percent (2.625%) of the aggregate consideration when the consideration is greater than $500,000.00, and (b) the higher NYS Transfer Tax rate of $3.25 for each $500.00 of consideration or part thereof shall apply where the aggregate consideration is $2,000,000.00 or more, even if such consideration is less than the $3,000,000.00 minimum where such higher rate would be applicable to residential real property.

Under the State Tax Law, Section 1402-a, an additional tax of one percent (1%) of the total consideration is payable by the grantee (Purchaser) on each conveyance of residential real property where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). However, pursuant to revisions to the State Tax Law, namely, to the addition of Section 1402-b thereto, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), the following higher rates for the Mansion Tax shall be applicable: (i) one and one-quarter percent (1.25%) of consideration with respect to each conveyance where such consideration for the entire conveyance is $2,000,000.00 or more but less than $3,000,000.00; (ii) one and one-half percent (1.50%) of consideration with respect to each conveyance where such consideration for the entire conveyance is $3,000,000.00 or more but less than $5,000,000.00; (iii) two and one-

quarter percent (2.25%) with respect to each conveyance where such consideration for the entire conveyance is $5,000,000.00 or more but less than $10,000,000.00; (iv) three and one-quarter percent (3.25%) with respect to each conveyance where such consideration for the entire conveyance is $10,000,000.00 or more but less than $15,000,000.00; (v) three and one-half percent (3.50%) with respect to each conveyance where such consideration for the entire conveyance is $15,000,000.00 or more but less than $20,000,000.00; (vi) three and three-quarters percent (3.75%) with respect to each conveyance where such consideration for the entire conveyance is $20,000,000.00 or more but less than $25,000,000.00; and (vii) three and nine-tenths percent (3.90%) with respect to each conveyance where such consideration for the entire conveyance is $25,000,000.00 or more. For avoidance of doubt, the current rate of one percent (1%) of consideration shall continue to apply with respect to each conveyance where such consideration for the entire conveyance is $1,000,000.00 or more but less than $2,000,000.00. Under the terms of the Offering Plan, a Purchaser shall be liable for payment of the Mansion Tax, if applicable, at the closing of title of the Unit being purchased. Additionally, as stated above, there is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser.

For purposes of paying the Mansion Tax with respect to this project, consideration also includes the amount of NYS Transfer Tax and NYC Transfer Tax to be paid for the Unit and any Storage Space License, as well as Purchaser’s payment of Sponsor’s legal fees.

Purchasers should note that for purposes of this discussion of transfer taxes, “residential real property” shall include a one, two, or three-family house, an individual condominium unit (including an individual Residential Unit hereunder), or a cooperative apartment, that is or may be used, in whole or in part, as a personal residence, and that, as explained hereinabove, the transfer of a Residential Unit with any other unit and/or license could potentially trigger the non-residential tax rates.

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

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

See the section of the Offering Plan located in Part I, titled “Unit Closing Costs and Adjustments,” for further details.

10. Pursuant to the terms of the Offering Plan, Sponsor may declare the Plan effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of eleven (11) Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. Sponsor will at all times offer at least fifteen percent (15%) of the anticipated Units prior to

declaring the Plan effective. Sponsor will determine the number of signed Purchase Agreements required to declare the Plan effective based upon the total number of anticipated Units in the Building rather than the number of Units initially offered by the Sponsor. However, if after Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions may 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, is may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Units in the building or group of buildings, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of ten percent (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 sections of the Offering Plan titled, "Effective Date of Plan," and "Rights and Obligations of Sponsor," set forth in Part I, for further details.

11. Pursuant to the terms of the Offering Plan, the ten percent (10%) or fifty percent (50%) Down Payment made by Purchaser upon execution of a Purchase Agreement may be increased by the cost of special custom work ordered by the Purchaser, and consented to by Sponsor in its sole and absolute discretion, and itemized in the Purchase Agreement. All funds received by Sponsor for such custom work will initially be placed in an escrow account. However, subsequent to Sponsor declaring the Plan effective, the escrowed funds for custom work may be released from the escrow account to Sponsor as long as Sponsor uses the additional escrowed funds for custom work. As a result, in the event a Purchaser is entitled to rescind his Purchase Agreement subsequent to the release of the additional escrowed funds, the Purchaser will <u>not</u> receive a refund of any such funds to the extent such funds have been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work.

A Purchaser who is interested in acquiring the right to use a Storage Space must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the down payment paid under the Purchase Agreement shall include 15% or, if applicable, 50% of the Storage Space License Payment as well as 15% or, if applicable, 50% of the Purchase Price of the Residential Unit (the "License Deposit"). If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Space reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and Storage Space reservation due to Purchaser's default.

If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than fifteen percent (15%) or, if applicable, fifty percent (50%), of the total purchase price plus any interest

earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) or, if applicable, fifty percent (50%), of the total of the purchase price, provided same does not constitute an unenforceable penalty under applicable law.

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

12. In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, with an address at 9 East 40th Street, 5th Floor, New York, NY 10016, telephone number 212-564-9800, to serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, whether or not received before or after the date of Consummation of the Offering Plan (the "Deposit" or "Deposits").

The Escrow Agent has established the escrow account at Webster Bank, located at One Jericho Plaza, Jericho, New York 11753 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP Escrow Account for 175 East 82nd Street Condominium" or a similar name (the "Escrow Account"). Within five (5) business days after the Purchaser Agreement has been executed by all necessary parties and tendered, along with the Deposit, to the Escrow Agent, Escrow Agent shall place the Deposit in the Escrow Account. Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account. See the section of the Offering Plan titled "Procedure to Purchase," set forth in Part I, for further details.

13. The Sponsor's Attorneys have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue

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

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

15. Purchasers are advised that Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering, as the Building comprises more than 5 stories. The Sponsor will promptly correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications identified in the Offering Plan, as may be amended from time-to-time, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, affected within six (6) months from the date of closing of title to such Unit or, with respect to Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. If any defect in the Common Elements can only be detected after said period by occupancy of a particular Unit, Sponsor will correct said defect in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein due to improper workmanship or materials materially at variance with the architectural plans and specifications identified in the Offering Plan, as may be amended from time-to-time, if notified by the Board of Managers within six (6) months from closing of title to or first leasing of that particular Unit. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to material improper workmanship or material materially at variance with the architectural plans and specifications identified in the Offering Plan, as may be amended from time-to-time, provided it is notified of such defects in writing by the Unit Owner as to such Unit,

or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Common Elements, and/or Commercial Common Elements, within one (1) year after the later of (i) the issuance of the first certificate of occupancy, or (ii) the completion of that portion of the General Common Element, Residential Common Element, and/or Commercial Common element that is claimed to be defective. Notwithstanding anything contained in the Offering Plan to the contrary, Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications identified in the Offering Plan, as may be amended from time-to-time, (subject to Sponsor's right to substitute anything that is of equal or better quality) and that any conflict between the disclaimers contained in the Offering Plan and the Sponsor's obligation to construct the Premises in accordance with all applicable codes, filed plans and specifications identified in the Offering Plan, as may be amended from time-to-time, shall be resolved in favor of the latter. See the section of the Offering Plan titled "Rights and Obligations of Sponsor," set forth in Part I, for further details.

16. It is a special risk of this Offering Plan that Sponsor has reserved to itself or to Sponsor's designee, their successors or assigns, all unused transferable air rights and/or development rights (hereinafter "Unused Development Rights"). As against all other Unit Owners and the Board of Managers, and any mortgagees thereof, the Sponsor, or Sponsor's designee, their successors or assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other adjoining premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended.

The floor area of the Building is limited and may not be expanded using the Unused Development Rights Sponsor has reserved for itself. Additionally, the transfer of such Unused Development Rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

Based upon the approved New Building Plans for the construction of the Building, currently there are 0 (zero) square feet of Unused Development Rights. However, if the floor area ratio for the zoning district changes in the future, such change may create excess transferable development rights and/or air rights at that time. Until such time that the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development rights and/or air rights that would be generated or how many stories that may be added to the adjoining properties.

Further, Sponsor and Sponsor's designee have bound themselves, and their successors or assigns, from transferring Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) as will allow any party, including Sponsor or Sponsor's designee, to build on or directly above the land and/or expand the Building.

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

17. Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the residential storage room, the bicycle storage room, the fitness center, the pool, the kids room, the yoga studio, the media room, the lounge, the parking garage, the treatment room and residential outdoor terrace) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, at all times after the First Unit Closing of any Residential Unit, the lobby will be attended as disclosed herein. The interim level of staffing will at all times be adequate to maintain the Building during this period. Notwithstanding the foregoing, this will not affect the budget as of the First Unit Closing. See the section of the Offering Plan titled "Notes to Schedule B," set forth in Part I, for further details.

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

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

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

The Façade Inspection Safety Program ("FISP") (formerly Local Law 11/98) passed by the City Council and signed by the Mayor of New York City requires professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a FISP inspection. FISP is applicable to this Condominium. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any Terrace/balcony railings and guards of the Building and submitting a technical report thereof with the Buildings Department every five (5) years from the date of the first Temporary Certificate of Occupancy or Certificate of Occupancy that has been issued for the Building. The report shall include an executive overview that shall consist of a summary of findings and recommendations, a concise statement of the scope of the inspection and findings, the conclusions and recommendations and a determination as to whether the building is categorized as "safe," "SWARMP," or "unsafe." If categorized as "SWARMP" by the professional, such classification means that the Building condition is safe but requires repairs or maintenance within the next 5 years. If categorized as "unsafe" by the professional, such classification means that an immediately hazardous condition exists and must be corrected within ninety (90) days with the option of a ninety (90) day extension upon application to the Buildings Department. The detailed inspection and reporting requirements, and additional law updates, will be contained in RCNY 103-04 Periodic Inspection of Exterior walls and Appurtenances of Buildings.

Although not budgeted for the First Year of Condominium operation, the cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund or Reserve Fund, in its sole discretion).

20. A Residential Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of

the Unit and shall not remove them until permitted by applicable law in any event, without the full knowledge of the Board of Managers. See the Section of the Offering Plan titled, "Rights and Obligations of Unit Owners," set forth in Part I, for further details.

There are lot-line windows in certain Units along the north façade of the Building (collectively, the "Lot-Line Windows"). All Lot-Line Windows will be protected by a local sprinkler head. Specifically, the Lot-Line Windows are located as follows:

Unit	Location
10-12C (Construction floors 9-11)	Primary Bedroom
14-16C (Construction floors 12-14)	Primary Bedroom & Bedroom #2
17-21B (Construction floors 15-19)	Primary Bedroom & Living/Dining Room
26-31B (Construction Floors 23-28)	Primary Bedroom & Living/Dining Room
32-35B (Construction Floor 29-32)	Primary Bedroom & Living/Dining Room
PH2 (36A) (Construction Floor 33)	Bedrooms #3, 4 and 5.

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. However, pursuant to the easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, dated June 5, 2024 and recorded in the Office of the Register of The City of New York of the County of New York on June 6, 2024 as CRFN 2024000147094 and filed under NYC

Department of Finance control number 2024060600371006, the above listed Lot-Line Windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. The lower limiting plane is at Elevation 155.00FT, according to NAVD 88, which is below the 9th Floor of the building.

All windows at the Building are fully compliant with all applicable building codes and regulations.

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

21. Prospective Purchasers of a Storage Space License are advised that the construction of the residential storage room may or may not be completed prior to the closing date of a particular Residential Unit. In such event, the Purchaser of a Residential Unit shall be required to close title to his or her Residential Unit and Storage Space License regardless of the fact that the residential storage room is not completed and available for use by such Residential Unit Owner. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Space will be held in escrow by Sponsor's attorneys until the date that the Storage Space is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Storage Spaces prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building.

Additionally, it shall be in the sole discretion of Sponsor as to which Purchasers will be allowed to purchase a Storage Space License and whether a Purchaser will be allowed to purchase more than one (1) Storage Space License. Storage Space Licenses will not be sold on a first come, first served basis, but at the sole discretion of Sponsor. Notwithstanding, 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. The Storage Space License Payment (as defined in the form Purchase Agreement set forth in Part II of the Plan) is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation and a ten percent (10%) or, if applicable, a fifty percent (50%) deposit for the right to enter into a Storage Space License Agreement must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit. At the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement, or (ii) within 15 days of the presentation date of the amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Down Payment in an amount equal to five percent (5%) of the Purchase Price of the Storage Space. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the Initial Down Payment together with the Additional Down Payment in a total amount equal to fifteen percent (15%) of the Purchase Price of the Storage Space.

After the first year of the term of the Storage Space License Agreement, each Unit Owner who enters in a Storage Space License Agreement will be required to pay a monthly Storage Space

License Fee to the Board of Managers commencing in the thirteenth (13th) month of the term of the Agreement. The License Fee per month for the second year of Condominium operation and thereafter may be raised annually thereafter by the Board of Managers in its sole discretion.

Sponsor in its role as owner of unsold Storage Space Licenses, shall be responsible for (i) all costs and expenses associated with the operation of unsold Storage Space Licenses, and (ii) the payment of any license fees and/or special assessments imposed by the Condominium Board related to the Storage Space Licenses.

Sponsor makes no representation that the size of a Storage Space as set forth on Schedule A-2, will accommodate the items which a Purchaser intends to store in the Storage Space. Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Storage Space under contract) to reconfigure, change, combine, relocate and/or modify any Storage Space, including, but not limited to, increasing the number of Storage Spaces, in its sole discretion in order to sell, assign and/or lease any Storage Space. Sponsor shall only offer Storage Space Licenses for sale or lease to Purchasers and Unit Owners in the Building.

See the form of Storage Space License Agreement in Part II of the Offering Plan for more details.

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

The Storage Spaces may not be used as dwelling space: negligence to this requirement may result in violation placed against the Building which will be the obligation of the individual Storage Space Licensee to remove.

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

The Storage Space Licensee understands that he/she shall store property in his/her Storage Space at his/her own risk, including, without limitation, of the possibility that the Storage Spaces may be damp or have water infiltration.

23. Construction is a complicated process requiring the coordination of numerous tasks, contractors, and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement or construction defects in order to satisfy Sponsor’s obligations under the Offering Plan. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that construction workers and related personnel will be at the Building from time to time, making adjustments, corrections, and otherwise completing construction of the Building. During this period, Purchasers should be aware that there may be increased levels of

noise, traffic (pedestrian and vehicular), and smells, and that various Building systems, including water supply, HVAC, and elevators, may be undergoing completion work and may need to be shut down temporarily from time to time. Adjustments to windows, elevators, and other systems may require substantial time to be completed after the First Unit Closing. Additionally, the presence of scaffolding, hoists, or construction elevator shafts or similar temporary construction facilities may delay the Closing of title to certain Residential Units or lines of Residential Units until such temporary construction facilities are removed. During the construction period, Sponsor shall provide increased site supervision and monitoring, and construction shall only be performed during those hours permitted by applicable law. The First Year of Condominium operation is estimated to be July 1, 2027 through June 30, 2028. It is anticipated that construction will be completed on or around December 2027.

The foregoing shall not be interpreted to abrogate Purchasers' rights or Sponsor's obligations in accordance with the terms of this Offering Plan and applicable law. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement: (i) as a result of any of the conditions described above, including but not limited to interruption of services in the Building, presence of scaffolding or other temporary construction facilities, or presence of workers or continuation of construction at the Building; or (ii) in the event of non-completion of any item on construction on any projected date. See the section of the Offering Plan located in Part I, titled "Rights and Obligations of Sponsor," for further details.

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

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

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

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

26. The approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit, within reasonable tolerances, which does not deduct Common Elements within the Unit. For a Unit located on a floor with multiple Units, approximate Square Footage has been measured horizontally on each of one or more floors from the exterior side of the exterior walls to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of corridor walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. For a Unit located on a floor where it is the only Unit, the approximate Square Footage is obtained by measuring the floor area of the Unit on one or more floors, horizontally from the exterior side of the exterior walls at the Building (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, public corridors, stairs, the elevator and other mechanical equipment spaces or any Common Elements within a Unit, if any, are not deducted) to the exterior side of the exterior walls or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows at the Building. Outdoor floor area of a balcony, loggia, terrace or roof terrace appurtenant to a Unit was not included in the Unit's indoor floor area. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. The gross square footage of a Unit set forth above, is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part

II of the Plan. As is customary in New York City, these gross square footages exceed the useable floor area of each Unit. Further, it is noted that due to the thickness of the exterior walls the actual floor area of a Unit shall be significantly less than the gross square footage set forth in Schedule A.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. However, any change will be set forth in an amendment to the Plan, and no material change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to the Purchaser, unless the same is either consented to by the affected Purchaser, who is not then in default, or necessitated by site and/or building conditions that are beyond Sponsor's control, or required by applicable by law, or governmental agency having jurisdiction, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their Down Payments, together with all interest earned thereon. In addition to the foregoing, no change will be made in the 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 Plan and, when applicable, to the Declaration. See the Section of the Offering Plan titled, "Changes in Prices or Units," set forth in Part I, for further details.

27. The First Year of Condominium operation is estimated to be July 1, 2027 through June 30, 2028. Therefore, Sponsor anticipates that the first closing of a unit will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of title to the first Unit; or (ii) the projected date of Closing of title to the first Unit occurs later than June 30, 2028, twelve (12) months after the projected date for the first Unit Closing. If the Plan is amended to provide for a later projected date for the first Unit Closing, Purchasers will be entitled to an offer of rescission if the first Unit Closing occurs more than twelve (12) months beyond that amended, later date. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Units. Accordingly, it is a special risk of this Offering Plan that the First Unit Closing may occur sooner or later than the projected First Year of Condominium operation and closing to certain Units may occur substantially before or after closing for other Units.

Purchaser should note that even if the First Unit Closing occurs on or before July 1, 2027 or within the twelve (12) month period thereafter, the Sponsor may schedule the closings of title to other Units significantly later than such date. The Closing of subsequent Units may be substantially delayed beyond such date if a TCO or PCO covering such Units has not been issued. In such case, provided Sponsor is diligently pursuing completion of construction and the issuance of a TCO or PCO and is otherwise in compliance with its obligations under the Offering Plan, Purchasers will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for their respective Units. Unless your Purchase Agreement contains an outside Closing date, Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that

Closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See the Sections of the Offering Plan set forth Part I, titled "Description of Property and Improvements" and "Procedure to Purchase" for further details.

28. It is a special risk of this Offering Plan that the annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Common Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation," set forth in Part I: payroll and related expenses; electricity; cooling tower; repairs and maintenance; services and supplies; insurance; management fee; legal and auditing fees; administration; Superintendent's Unit; contingencies; or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Commercial Unit to the extent the Commercial Unit benefit therefrom. The Shared Common Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners.

The payment of the Shared Common Expenses by the Owner of the Commercial Unit shall initially be based on the projections set forth in the foregoing budget, some of which are based on the individual Common Interest of the Commercial Unit. The payment of other Shared Common Expenses by the Owner of the Commercial Unit is specially allocated based on the Common Interest of the Commercial Unit. Please see each specific budget item for the calculation of the allocation of the Shared Common Expenses to the Owner of the Commercial Unit. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Commercial Unit, then the Commercial Unit Owner will pay their fair share of such expense.

Except for those Shared Common Expenses set forth in the initial Budget for the First Year of Condominium operation which shall be paid for by each Residential Unit Owner and the Commercial Unit Owner based upon the Unit's percentage Common Interest, or Contributing Share, or any allocation specifically noted herein, as the case may be, if the Commercial Unit Owner uses or incurs a disproportionate portion of any subsequent Shared Common Expense relative to its Common Interest (whether too low or too high), then the Commercial Unit Owner shall be required to pay only their fair share of such subsequent expense. This allocation in the initial Budget for the First Year of Condominium operation will result in the Residential Unit Owners paying a larger portion of the Shared Common Expenses based on their proportionate usage as compared with the Commercial Unit Owner. See Article VI, Section 1 of the By-Laws of the Condominium, found in Part II of the Offering Plan, for more details.

29. At or subsequent to the First Unit Closing, but no later than the earlier to occur of: (i) the closing of title to all Residential Units; or (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Superintendent's Unit (if any should exist prior to the closing of title to all Residential Units), Sponsor will sell the Superintendent's Unit located on the second floor

(marketing floor 3) of the Building and designated as Unit 3C, to the Board of Managers of the Condominium on behalf of all of the Unit Owners. The Condominium will use the Unit as the superintendent's residence. The Purchase Price for the Superintendent's Unit will be $4,200,000.00 plus all closing costs related thereto. In respect of such Superintendent's Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of the cost of the Superintendent's Unit determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, "Allocated Share of Purchase Price for the Superintendent's Unit", located hereinafter. See "Notes to Schedule A-1" also located hereinafter for more information. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser. There is also no guaranty that the superintendent will be residing in the Building at the time of closing of any particular Residential Unit although all applicable legal requirements with respect thereto will be complied with by the Condominium and/or Sponsor.

Such conveyance of the Superintendent's Unit shall be done at or subsequent to the First Unit Closing, but no later than the earlier to occur of: (i) the closing of title to all Residential Units; or (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Superintendent's Unit (if any should exist prior to the closing of title to all Residential Units). Sponsor will execute, acknowledge and deliver to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, as its escrowee (the "Escrow Agent"), a Residential Unit Deed conveying title to a Residential Unit(s) (the "Superintendent's Unit") to the Board of Managers of the Condominium. Once the Deed is recorded, the Board of Managers will own such Unit on behalf of the Residential Unit Owners and will use the Unit(s) as the superintendent's residence. At the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers such Purchaser's share of the cost of the Superintendent's Unit determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest of all Residential Units (after excluding the Common Interest attributable to the Superintendent's Unit). Each such payment shall be made to the Escrow Agent who shall deposit and hold all such payments together, for the benefit of Sponsor and the Board of Managers, in an interest-bearing attorney escrow account. The funds so deposited (together with all interest earned thereon) shall be unconditionally released to Sponsor on the date the deed to the Superintendent's Unit is recorded (the "Super's Recording Date"). Subsequent to the Super's Recording Date all proceeds from the sale of a Residential Unit(s), including the Purchaser's proportionate share of the Total Purchase Price of the Superintendent's Unit, will be payable by Purchaser to Sponsor or at Sponsor's direction and there will be no further obligation of Sponsor to escrow funds for the payment of the Total Purchase Price for the Superintendent's Unit.

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit(s) as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the

Condominium incurring (i) a new purchase price for the Superintendent's Unit in excess of the per square foot price of Unit 3C; and (ii) the aggregate real estate taxes for the newly-designated Unit(s) does not exceed the cost of owning Unit 3C as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Real Estate Taxes, Utility Charges and Other Related Expenses as set forth in the "Projected Budget for First Year of Condominium Operation, Schedule B" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments, which shall be a shared common expense borne by all of the Unit Owners, will not be credited towards the total purchase price of the Superintendent's Unit. There is currently no mortgage on the Superintendent's Unit. In the event a mortgage is placed on the Superintendent's Unit in the future, such mortgage will be released prior to Sponsor transferring title of such Unit to the Condominium.

See both the Plan Section titled, "Notes to Schedule A-1" located in Part I of the Plan, and the Notes to Schedule B in the Plan Section titled, "Projected Budget for First Year of Condominium Operation, Schedule B," located in Part I of the Plan, for further discussion of the Superintendent's Unit.

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

The apportioned and estimated aggregate taxable assessed valuation for all of the Units, and the projected tax rates, have been projected by Tuchman, Weiss, Liebman & Lindemann, LLC ("TWLL"), 551 Fifth Avenue, Suite 1610, New York, New York 10176. A copy of the TWLL letter is set forth in the "Post-Construction Assessment" section of Part II of the Plan. It has been assumed by TWLL that the assessed valuation for the 2027/2028 tax year will reflect a partially completed structure while the assessed valuation for the 2028/2029 tax year will reflect the completed structure. Therefore, for the purpose of projected real estate taxes for the Units during the Projected First Year of Condominium operation commencing on July 1, 2027 and ending June 30, 2028 ("First Year"), TWLL has assumed partial completion and valuation of the Property for the 2027/2028 tax year. While the projected completion date for the Building is of, on or about July 1, 2027, such completion date is subsequent to the January 5, 2027 taxable status date for the 2027/2028 tax year, the actual total assessment for the Property reflective of completion and full

one hundred percent (100%) valuation will not likely be effective until July 1, 2028 for the 2028/2029 tax year, which has a taxable status date of January 5, 2028. For this reason, the taxable total assessed valuation for the Property for the 2027/2028 tax year, which matches the projected First Year of Condominium operation, is likely to reflect the Building as only partially constructed, and therefore, the 2027/2028 total assessed valuation may be lower than as estimated by TWLL. As a result, aggregate real estate taxes due for the Property are likely to be substantially higher for the 2028/2029 tax year than for the 2027/2028 tax year.

BASED UPON THE PROJECTED AGGREGATE 2027/2028 PARTIAL COMPLETIOIN ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $34,432,528.00 AND A PROJECTED TAX RATE 12.439% FOR THE RESIDENTIAL UNITS, THE ESTIMATED REAL ESTATE TAXES DUE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WOULD BE APPROXIMATELY $4,283,062.00 FOR ALL OF THE RESIDENTIAL UNITS.

Again, the projected real estate taxes for the First Year of Condominium 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 Footnotes 8 & 9 to Schedule A for more information regarding the projected assessed valuation after completion of construction.

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

31. Any Unit Owner that has access to a private balcony, loggia, roof terrace or terrace is responsible for all ordinary maintenance of and repairs to such private balcony, loggia, roof terrace or terrace. See the Section of the Offering Plan titled, “Rights and Obligations of Unit Owners,” set forth in Part I, for further details.

32. If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the written consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee, so long as Sponsor has obtained written proof/documentation that such alterations adversely affect the issuance of a PCO. In the event such documentation has been obtained by Sponsor, the Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner’s sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be,

requesting such restoration shall be entitled, upon reasonable notice and in compliance with the requirements of applicable law, to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws. See the Sections of the Offering Plan titled, "Rights and Obligations of Unit Owners" and "Rights and Obligations of Sponsor," set forth in Part I, for further details.

33. No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Prior to and for twelve (12) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale, or resell the Unit. This provision is to survive closing of title to the Unit. See the Section of the Offering Plan titled, "Assignment of Purchase Agreements," set forth in Part I, for further details.

34. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and heating for the Residential lobby on the first floor, common corridors, the bicycle room and residential storage room at the cellar level, the pool, sauna, treatment room, media room, lounge, fitness center, yoga studio, kids room and other common areas throughout the Building, as well as cellar and twentieth (20th) floor mechanical and utility areas, and incidental water use in the common bathrooms and such common areas, are expected to be *de minimis* (insignificant/minor) as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Commercial Unit Owner shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense. In addition, gas usage within the Residential Units is metered and billed as a common expense.

35. Sponsor will not provide, and it shall be the sole responsibility of each Commercial Unit Owner to install, a cooling system and any additional heating system in his respective Unit.

36. Pursuant to the Geographic Targeting Order issued on January 6, 2016, as revised on October 10, 2025 (and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a "Legal Entity" as defined in the Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, or Staten Island; (3) the total purchase price is $300,000.00 or more; (4) the purchaser does not obtain a bank loan or similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. The Order affects all residential real property closings occurring on or after October 10, 2025 and until the expiration of the effective period of such Order, i.e., February 28, 2026, which

date is subject to change by FinCEN. A copy of the Geographic Targeting Order can be found at www.fincen.gov/system/files/2025-10/RRE-GTO-Order.pdf.

In the event the GTO is amended at any time prior to and including the Closing Date to define a "Covered Transaction" as one in which the Purchase Price is less than $300,000.00, the foregoing obligation of Purchaser shall apply and this Purchase Agreement shall be deemed amended to require Purchaser to comply with such amended GTO in all respects.

Effective March 1, 2026, a "Real Estate Report" must be filed with FinCEN for all "reportable transfers". Generally, a "reportable transfer" is a residential real estate transfer to a "transferee entity" that is not financed. A "transferee entity" may be, but is not limited to, a trust formed under the Uniform Statutory Trust Entity Act, a corporation, partnership, estate, association or a limited liability company. The FinCEN statute provides that the reporting party may be identified via a written designation agreement. Purchasers under this Plan are required to advise their title company that such title company must (i) complete and deliver a written designation agreement to Sponsor's attorney prior to and as a condition of the Unit closing and (ii) complete and deliver the Real Estate Report to FinCEN in accordance with 31CFR 1031.320 and all applicable Law. For further information, please see: https://www.ecfr.gov/current/title-31/subtitle-B/chapter-X/part-1031/subpart-C/section-1031.320.

37. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (hereinafter referred to collectively as "Smoking Apparatus") in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, loggia, terrace, and/or yard. In addition, no person may smoke or otherwise burn any Smoke Apparatus within fifteen feet (15') of any outside entrance to the Condominium or within fifteen feet (15') of any outdoor air intake or operable window opening onto Common Elements or Units. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit. See the Section of the Offering Plan titled, "Rights and Obligations of Unit Owners," set forth in Part I, for further details.

38. It is a Special Risk that any Interim Use and Occupancy Agreement will be a temporary, contractual occupancy arrangement incidental to the Purchaser's pending acquisition of the Unit pursuant to 13 NYCRR §20.3(n). Accordingly, no rental protection laws are applicable, except to the extent otherwise required by Law. Any Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase

Agreement, Sponsor must either (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days. No portion of the rental paid under an Interim Use and Occupancy Agreement will be credited toward the Unit's purchase price. See the Section of the Offering Plan titled "Interim Use and Occupancy Agreements," set forth in Part I, for further details.

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

40. Pursuant to the Purchase Agreement in Part II of the Offering Plan, Purchaser's hereby waive a trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with the Purchase Agreement or the relationship of the parties as Purchaser and Sponsor, or the right of Purchaser to any statutory relief or remedy.

41. At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum equal to one (1) month of Common Charges for the Unit being purchased at the time of the closing. This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the contribution to Working Capital paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the Working Capital contribution checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds, if held separately from the Working Capital Fund or Reserve Fund accounts. If necessary, the Board of Managers may impose a special assessment. The Board of Managers will be entitled to repay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero (0) after making provision for the amount of monies that would be generated by the payment of Working Capital contribution for each Unit in the Building. The Board may only prepay the promissory note to the extent there are funds in the Working Capital Fund. If the result of the closing adjustment is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other

appropriate purposes permitted under the Declaration and the By-Laws as well as determined by the Board of Managers in its sole discretion. The Plan will be amended to reflect the terms and subsequent balance of any such promissory note entered by and between the Board and Sponsor. For more details regarding the timing and calculations of the Working Capital Fund deposits, Purchasers should refer to the Section in Part I of the Plan entitled "Working Capital Fund."

42. The payment of real estate transfer taxes is the statutory obligation of the seller. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT and New York State Transfer Taxes ("Deed Stamps") to be paid for the Unit and any Storage Space License, as well as the Purchaser's payment of Sponsor's base legal fees of $3,000.00, a Working Capital Fund Contribution and a Reserve Fund Contribution (each equal to one (1) months' Common Charges), and Real Estate Tax Escrows, as set forth in the "Unit Closing Costs and Adjustments" section in Part I of this Offering Plan.

43. As set forth in the Purchase Agreement and the By-Laws, a Unit Owner who acquired a Unit from Sponsor ("Sponsor Sale") is prohibited from (a) listing the Unit for sale with any broker or placing or authorizing any listing in any broker's listing system or other listing service or from otherwise advertising, offering, promoting or publicizing the availability of the Unit for sale for eighteen (18) months after Closing, without Sponsor's prior written consent, which consent may be withheld or delayed, in Sponsor's sole and absolute discretion; or (b) entering into a contract or other agreement for the sale of the Unit or reselling the Unit prior to eighteen (18) months following the Closing of the Sponsor's Sale, except to such Unit Owner' s Family Member(s), or a trust for the benefit of such Family Member(s) or to an entity or individual that owns more than 50% of the legal and beneficial interest of such Unit Owner or to an entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof, or to a Permitted Mortgagee or its nominee, who has acquired title to any Unit at a foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction. Purchasers may not sell or lease their Units without first giving the Condominium Board a right of first refusal and obtaining a waiver of the Board's right of first refusal to purchase or lease the Unit. The Condominium Board shall not be permitted to waive its right of first refusal for any Unit where a Closing occurred within eighteen (18) months of the Sponsor Sale. The foregoing restriction shall not apply from and after the date that Sponsor has conveyed title to all of the Units. See Article VIII, Section 1 of the By-Laws.

44. As set forth in the Purchase Agreement and the By-Laws, a Unit Owner who acquired a Unit from Sponsor ("Sponsor Sale") is prohibited from(a) listing the Unit for rent with any broker or placing or authorizing any listing in any broker's listing system or other listing service or from otherwise advertising, offering, promoting or publicizing the availability of the Unit for rent for eighteen (18) months after Closing, without Sponsor's prior written consent, which consent may be withheld or delayed, in Sponsor's sole and absolute discretion; or (b) entering into a contract or other agreement for the rent of the Unit or renting the Unit prior to eighteen (18) months following

the Closing of the Sponsor's Sale, except to such Unit Owner' s Family Member(s), or a trust for the benefit of such Family Member(s) or to an entity or individual that owns more than 50% of the legal and beneficial interest of such Unit Owner or to an entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof. Purchasers may not sell or lease their Units without first giving the Condominium Board a right of first refusal and obtaining a waiver of the Board's right of first refusal to purchase or lease the Unit. The Condominium Board shall not be permitted to waive its right of first refusal for any Unit where a Closing occurred within eighteen (18) months of the Sponsor Sale. The foregoing restriction shall not apply from and after the date that Sponsor has conveyed title to all of the Residential Units. See Article VIII, Section 1 of the By-Laws.

45. The ground floor of the Building will include a parking garage (the "Garage"), featuring a computer-controlled automated parking system (the "Parking System"), which will be installed on the ground floor level of the Building pursuant to a contract between Sponsor and Volley Automation, Inc., having an office address at 576 Eccles Avenue South, San Francisco, CA 94080. Volley Automation, Inc. will also be the maintenance and service provider of the Parking System, pursuant to an agreement to be entered into on or prior to the First Closing.

The Garage and Parking System will be accessible from 82nd Street into a porte-cochere on the ground floor level of the Building (the "Porte-Cochere"). The Parking System will accommodate eight (8) parking spaces ("Parking Spaces") which will be Residential Limited Common Elements appurtenant to certain Residential Units. The six (6) Parking Spaces initially offered by Sponsor are Residential Limited Common Elements appurtenant to Residential Units 3C (Superintendent's Unit), 9A, PH4, PH3, PH2, and PH1. Since the Garage includes an automated Parking System, it will not be attended and the Parking Spaces in the Garage will not be assigned spaces. The Porte-Cochere will be a Residential Common Element while the Parking System and all Parking Spaces shall be Residential Limited Common Elements. Unit Owners with a Parking Space appurtenant to their Unit will be required to pay an annual fee to cover operation and maintenance costs, which fee may be collected in equal monthly installments, in the sole discretion of the Condominium Board. The annual fee payable by each Unit Owner with a Parking Space appurtenant to their Unit is anticipated to be $720.00 for the First Year of Condominium Operation. See Schedule B for details.

One (1) of the eight (8) Parking Spaces will be a Residential Limited Common Element appurtenant to the Superintendent's Unit (Unit 3C) and shall be designated as a handicapped parking space ("Handicapped Space"). Pursuant to the terms of the Condominium Declaration and By Laws, the Handicapped Space, which is located on the ground floor of the Building has been designated as a handicapped parking space.

In the event the present or future Owner of a Residential Unit at the Property, or member of his or her family, becomes handicapped and said Residential Unit Owner does not have a Parking Space appurtenant to their Residential Unit, said Residential Unit Owner has the right to demand that the Condominium Board, rent the Handicapped Space at the then current, fair market rent, to said handicapped Residential Unit Owner. All costs and expenses entailed in the lease of

Handicapped Space including, without limitation, reasonable attorney fees and costs shall be borne by the party requesting the lease.

If the parties cannot agree on the fair market value for the rental fee of the Handicapped Space, then the parties agree to submit the matter to binding arbitration in accordance with Article XV of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, the Managing Agent or Residential Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them. Whenever any notice is required to be given under the provisions of the Declaration or the 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.

The Parking System may not be serviced by an emergency generator. In the event of a power outage or blackout, the Parking System may not be able to retrieve or receive any vehicles. Any resulting loss or damage or costs related to the inaccessibility of the Parking System will be at the sole cost of the Residential Unit Owners with Parking Spaces appurtenant to their Units. The Condominium Board, its agents and employees, and Sponsor make no representations about access to the Parking System during any such outage or blackout and Residential Unit Owners with Parking Spaces appurtenant to their Units will not be entitled to any abatement in the monthly fees for any Parking Space. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any direct or indirect loss, damage or cost related to the inaccessibility of the Parking System caused by power outages, flooding, temperature fluctuations, mechanical failure or other causes in the Parking System. Unit Owners storing vehicles in the Parking System do so at their own risk and are advised to consult with their insurance brokers regarding appropriate insurance coverage for such vehicles while stored in the Parking System.

A Parking Space may be used only for the storage of personal vehicles of Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be kept therein. Volley Automation, Inc. has advised that a Parking Space cannot accommodate vehicles with a weight over 7,000 lbs. and/or which exceed the following dimensions:

Number of Parking Spaces	Maximum Vehicle Length	Maximum Vehicle Height	Maximum Vehicle Width
6	19'-0”	98”	87”
2	17'-3”	98”	87”

46. It is a Special Risk of this Offering Plan that all maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the individual condensing units located in each of the Unit's mechanical closets respectively dedicated to each of the fifty (50) Units located on the 8th floor (marketing floor 9) through 34th floor (marketing floor 37) of the of the Building shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining twenty-five (25) Units located on the 2nd though 8th floor of the Building shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit Model	Residential Units Served	Location
VRC096W4M-4Y	4D,5D	2nd Floor (Marketing floor 3)
VRC144W4M-4Y2	6D,7D,8D	2nd Floor (Marketing floor 3)
VRC120W4M-4Y	3C,4C,5C,6C,7C,8C	2nd Floor (Marketing floor 3)
VRC120W4M-4Y	3B,4B,5B	2nd Floor (Marketing floor 3)
VRC120W4M-4Y	6B,7B,8B	2nd Floor (Marketing floor 3)
VRC144W4M-4Y2	3A,4A,5A	2nd Floor (Marketing floor 3)
VRC144W4M-4Y2	6A,7A,8A	2nd Floor (Marketing floor 3)

47. It is a Special Risk that as of the Date of Acceptance for Filing of this Offering Plan, the floor plans provided herein under the Section entitled, "Floor Plans and Unit Plans" in Part II of this Offering Plan do not completely match the building plans as accepted by the New York City Department of Buildings ("DOB").

Currently, a Post-Approval Amendment to the approved plans ("PAA") is under review at DOB and is expected to be accepted for filing. The revisions contained in such PAA only affect the following: (i) shading of certain General Common Elements located on the cellar (stair A and a portion of its corridor) and ground floor (stair A in the south west corner) of the Building which were previously shaded as Residential Common Elements, (ii) floor areas of Residential Units 3C, 4B-7B, 7C-8C 27A, PH1 and PH2, and (iii) the Unit designations of Units PH1, PH2, PH3 and PH4. Notwithstanding the foregoing, the closing of Units 3C, 4B-7B, 7C-8C 27A, PH1, PH2, PH3 and PH4 shall not occur until after the approval of the PAA by DOB. An amendment to the Offering Plan disclosing such PAA approval must also be accepted for filing by the NYS Department of Law prior to the closing of 3C, 4B-7B, 7C-8C 27A, PH1, PH2, PH3 and PH4.

48. The Climate Mobilization Act of 2019 included Local Law 97 ("LL97") which set increasingly stringent caps on carbon emissions for certain buildings in New York City, including but not limited to buildings over 25,000 gross square feet starting in 2024. The Building is over 25,000 gross square feet and uses gas service for heating. Sponsor anticipates that the Building will eventually face LL97 penalties for its carbon emissions but makes no representation as to when such penalties may be imposed. The Condominium will be responsible for all compliance with LL97 including but not limited to required annual reporting and payment of any LL97 penalties which may be imposed on the Building in the future. The Condominium Board may engage a LL97 consultant to assist with the required filings and provide insight on the potential exposure of the Building to LL97 penalties in the future. All costs associated with LL97 compliance will be shared by Unit Owners in the Building based upon each Unit's Percentage of Common Interest. Purchasers may visit https://www.nyc.gov/site/buildings/codes/ll97-greenhouse-gas-emissions-reductions.page for additional information on LL97.

49. Certain Units may be delivered with engineered wood floors, which should not be washed with water and need to be maintained according to the manufacturer's recommendations. Engineered wood is also subject to changes as a result of humidity as well as chipping, scratching and cracking. Sponsor makes no representation or warranty that the engineered wood floors will maintain their appearance after they are subject to wear and tear. Purchasers should refer to the website of the National Wood Flooring Association (http://www.nwfa.org/) for care instructions. See the section of the Plan titled "Description of Property and Specifications" in Part II of the Offering Plan for further details.

INTRODUCTION

General

EAST 82 OWNER LLC, hereinafter the "Sponsor," presents this Plan with the intention of setting forth herein all material information relating to the conversion to Condominium ownership of the land and building being newly constructed (the "Building") located at 175 East 82nd Street, New York, New York 10028. The Property upon which the Condominium Building will be situated is comprised of one (1) tax lot parcel and development rights from one (1) neighboring tax lot parcel, which comprise the zoning lot, as fully disclosed in the "Terms of Sale" Section in Part I of this Offering Plan. The acquisition of development rights from one (1) neighboring tax lot parcel is what granted Sponsor the ability to build the Building to the size and height contemplated by this Offering Plan. The parcel has an aggregate area of approximately 10,936 square feet with approximately 102 feet of frontage on East 82nd Street and approximately 107 feet of frontage on 3rd Avenue, both public streets. The Property upon which the Condominium Building will be situated was previously comprised of vacant buildings and land.

The land, Building and appurtenances are hereinafter sometimes referred to as the Property and/or the Condominium. The Plan may be amended from time to time to reflect changes in the terms of the offering when such amendment is filed with the New York State Department of Law. The Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of eleven (11) Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. However, if after Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units. The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of fifty-nine (59) Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

All filed amendments will be served on (i) commercial or professional tenants, if any; (ii) Purchasers who have executed and delivered Purchase documents to Sponsor and/or the Selling Agent, and whose purchase agreements are still in effect, (iii) Unit Owners and (iv) any other offeree who is required by law to receive such amendment. Service shall be either by personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day subsequent to the date of mailing.

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

The Condominium

The land and the Building thereon which is being newly constructed is currently owned by EAST 82 OWNER LLC, a Delaware limited liability company which acquired the Property from 170 EAST 83RD STREET LLC, by deed dated June 5, 2024 and recorded on June 7, 2024 in the New York County Office of the Register of the City of New York as CRFN 2024000147090. Accordingly, EAST 82 OWNER LLC is the sponsor (the "Sponsor") of this Plan.

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

The newly constructed Building shall be comprised of seventy-three (73) residential units including the superintendent's apartment (the "Residential Units") and one (1) commercial unit (the "Commercial Unit"), plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units and Commercial Unit are individually or collectively referred to as the ("Unit" or "Units.") The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements"), for the use of all the Residential Unit Owners ("Residential Common Elements"), or for the exclusive use of one (1) or more Residential Unit Owners ("Residential Limited Common Elements"). The 73 Residential Units will consist of five (5) one-bedroom apartments, nineteen (19) two-bedroom apartments, twenty-five (25) three-bedroom apartments, twenty (20) four-bedroom apartments, two (2) five-bedroom duplex apartments, one (1) five-bedroom duplex penthouse apartment, and one (1) six-bedroom penthouse apartment. The superintendent's apartment (the "Superintendent's Unit") will be located on the second floor (Marketing Floor 3) of the Building and shall be sold to the Board of Managers of the Condominium on behalf of all of the Unit Owners.

Notwithstanding the foregoing, Sponsor does intend to withhold certain Units from the initial Offering Plan and Sponsor shall amend the Plan, accordingly, prior to offering any such withheld Units for sale. Sponsor will not lease any of the withheld Units prior to Consummation of the Plan. Sponsor's withholding of certain Units will not affect the completion of the Condominium's services and facilities and there is currently no timeline for the release of the withheld Units onto the market. Any advertising materials that contain the percentage of Units sold will calculate such percentage based upon the total number of Units at the Building rather than the number of Units offered for sale at that time.

Sponsor is initially offering the following Units for sale: 3A, 3B, 3C, 4C, 4D, 10A, 10B, 10C, 17A, 17B, PH4, and 32B. All other Units are being withheld from the initial offering by Sponsor.

The seventy-three (73) Residential Units are either simplex units or duplex units, three (3) of which are to be located on the second floor (marketing floor 3), four (4) of which are to be located on the third floor (marketing floor 4), four (4) of which are to be located on the fourth floor (marketing floor 5), four (4) of which are to be located on the fifth floor (marketing floor 6), four (4) of which are to be located on the sixth floor (marketing floor 7), four (4) of which are to be

located on the seventh floor (marketing floor 8), two (2) of which are to be located on the eighth floor (marketing floor 9), three (3) of which are to be located on the ninth floor (marketing floor 10), three (3) of which are to be located on the tenth floor (marketing floor 11), three (3) of which are to be located on the eleventh floor (marketing floor 12), three (3) of which are to be located on the twelfth floor (marketing floor 14), three (3) of which are to be located on the thirteenth floor (marketing floor 15), three (3) of which are to be located on the fourteenth floor (marketing floor 16), two (2) of which are to be located on the fifteenth floor (marketing floor 17), two (2) of which are to be located on the sixteenth floor (marketing floor 18), two (2) of which are to be located on the seventeenth floor (marketing floor 19), two (2) of which are to be located on the eighteenth floor (marketing floor 20), two (2) of which are to be located on the nineteenth floor (marketing floor 21), two (2) of which are to be located on the twenty-third floor (marketing floor 26), two (2) of which are to be located on the twenty-fourth floor (marketing floor 27), two (2) of which are to be located on the twenty-fifth floor (marketing floor 28), two (2) of which are to be located on the twenty-sixth floor (marketing floor 29), two (2) of which are to be located on the twenty-seventh floor (marketing floor 30), two (2) of which are to be located on the twenty-eighth floor (marketing floor 31), one (1) of which is a duplex unit with a lower level on the 29th floor (marketing floor 32) and upper level on the 30th floor (marketing floor 33), one (1) of which is located on the 29th floor (marketing floor 32), one (1) of which is located on the 30th floor (marketing floor 33), one (1) of which is a duplex unit with a lower level on the 31st floor (marketing floor 34) and upper level on the 32nd floor (marketing floor 35), one (1) of which is located on the 31st floor (marketing floor 34), one (1) of which is located on the 32nd floor (marketing floor 35), one (1) of which is a full floor unit on the 33rd floor (marketing floor 36), and one (1) of which is a full floor duplex unit with a lower level on the 34th floor (marketing floor 37) and an upper level on the 35th floor (marketing floor 38).

The cellar level of the Building will contain Common Elements including a superintendent's room and break/locker room, janitors closet, storage room, bicycle storage room, residential storage room, which will contain a total of fifteen (15) individual storage spaces ("Storage Spaces"), which will be licensed to individual Unit Owners, and utility and mechanical areas including but not limited to a compactor room, fire pump room, gas meter room, sewer room, electric room, storm tank room, ATS room, MDF room and Commercial Unit storage room; plus the elevator shafts, pits, and machine room, and common corridors and stairs.

The ground floor of the Building will contain one (1) Commercial Unit, including a vestibule and lobby. Additionally, the ground floor will contain Common Elements including a vestibule, residential lobby, seating area, mail room, package room and the elevator shafts, and common corridors and stairs. Finally, the ground floor of the Building will contain a parking vestibule, Porte-Cochere, and parking garage (the "Garage") which includes a parking bay and vehicle storage which is anticipated to contain approximately eight (8) residential parking spaces (the "Parking Spaces"), which will be Residential Limited Common Elements appurtenant to certain Residential Units.

In addition to Residential Units, the second floor (marketing floor 3) of the Building will contain Common Elements including a refuse room, mechanical room, the residential elevator

shafts, and common corridors and stairs. In addition Residential Units, each of the third through nineteenth floors (marketing floors 4 through 21) of the Building will contain Common Elements including a refuse room, the residential elevator shafts, and common corridors and stairs. The twentieth floor (marketing floor M1) will contain Common Elements including a pool equipment room, hot water meter room, AHU room, ATS room, electric room, generator room, refuse room, the residential elevator shafts, and common corridors and stairs. The twenty-first floor (marketing floor 24) will contain Common Elements including a pool, pool storage room, sauna, three (3) bathrooms, outdoor recreational loggia, lounge, media room, refuse room, the residential elevator shafts, and common corridors and stairs. The twenty-second floor (marketing floor Club 2) will contain Common Elements including a kids room, treatment room, fitness center, yoga studio, two (2) bathrooms, refuse room, the residential elevator shafts, and common corridors and stairs. In addition Residential Units, each of the twenty-third through thirty-fifth floors (marketing floors 26 through 38) of the Building will contain Common Elements including a refuse room, the residential elevator shafts, and common corridors and stairs. The thirty-six floor (marketing floor M2) of the Building will contain Common Elements including a mechanical room, the residential elevator shafts, and common corridors and stairs. The thirty-seventh floor (marketing floor M3) of the Building will contain Common Elements including a fire pump room, ATS room, electric room, boiler and hot water heater room, the residential elevator shafts, and common corridors and stairs.

The 38th floor (marketing floor M4) of the Building will contain Common Elements including a bulkhead housing a mechanical area, cooling towers, the residential elevator shafts, and common corridors and stairs. The main roof level (marketing floor R1) over the Building's bulkhead will be mechanical in nature.

Throughout the Building, some of the Residential Units will also have at least one (1) private terrace or loggia directly accessed from or adjacent to such Unit, which shall be a Limited Common Element for the exclusive use of the owner of such Unit.

With respect to the approximately fifteen (15) individual Storage Spaces in the residential storage room, such Storage Spaces will be licensed by the Board of Managers of the Condominium to certain Residential Unit Owners at the sole and absolute discretion of the Sponsor ("Storage Space Licenses"). Other than a Storage Space held by Sponsor or a Sponsor-designee, a Storage Space may only be licensed in conjunction with the ownership of a Residential Unit. With regard to a Storage Space held by the Sponsor or a Sponsor-designee, the assignment or rental of a Storage Space held by Sponsor or a Sponsor-designee does not require the simultaneous ownership by such licensee of a Residential Unit.

There will be two (2) passenger elevators at the Building's core, running from the cellar level through the roof level, both of which serving all such floors, which shall be a Residential Common Element for the use of the Residential Unit Owners. Additionally, there is one (1) service/passenger elevator which shall service the cellar and first floor and is a General Common Element for the use of all Unit Owners. There will be a central scissor-type stair comprised of two (2) common stairs running from the cellar level to the main roof level; such stairs will provide access to all such floors and will be a Common Element for the Residential Unit Owners. There

will also be a fire egress stair which provides access from the cellar level to the street. In addition to egress via the lobby areas at the southern portion of the Building at East 82nd Street, there will be an egress and service corridor at the eastern portion of the Building, leading to 3rd Avenue.

As set forth above, the Units being offered for sale include the Superintendent's Unit located on the second floor (marketing floor 3) of the Building and designated as Unit 3C, which is to be sold at or subsequent to the First Unit Closing, but no later than the earlier to occur of: (i) the closing of title to all Residential Units; or (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Superintendent's Unit, to the Board of Managers of the Condominium on behalf of all of the Unit Owners. The Condominium will use the Unit(s) as the superintendent's residence. The Purchase Price for the Superintendent's Unit will be $4,200,000.00 plus all closing costs related thereto. In respect of such Superintendent's Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of the cost of the Superintendent's Unit determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, "Allocated Share of Purchase Price for the Superintendent's Unit", located hereinafter. See "Notes to Schedule A-1" also located hereinafter for more information. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser. There is also no guaranty that the superintendent will be residing in the Building at the time of closing of any particular Residential Unit although all applicable legal requirements with respect thereto will be complied with by the Condominium and/or Sponsor.

One (1) of the eight (8) Parking Spaces will be a Residential Limited Common Element appurtenant to the Superintendent's Unit (Unit 3C) and shall be designated as a handicapped parking space ("Handicapped Space"). Pursuant to the terms of the Condominium Declaration and By Laws, the Handicapped Space, which is located on the ground floor of the Building has been designated as a handicapped parking space.

In the event the present or future Owner of a Residential Unit at the Property, or member of his or her family, becomes handicapped and said Residential Unit Owner does not have a Parking Space appurtenant to their Residential Unit, said Residential Unit Owner has the right to demand that the Condominium Board, rent the Handicapped Space at the then current, fair market rent, to said handicapped Residential Unit Owner. All costs and expenses entailed in the lease of Handicapped Space including, without limitation, reasonable attorney fees and costs shall be borne by the party requesting the lease.

If the parties cannot agree on the fair market value for the rental fee of the Handicapped Space, then the parties agree to submit the matter to binding arbitration in accordance with Article XV of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part

that all notices required or desired to be given hereunder shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, the Managing Agent or Residential Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them. Whenever any notice is required to be given under the provisions of the Declaration or the 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.

The real estate taxes as well as the costs of repairs, alterations and improvements attributable to the Superintendent's Unit, shall also be borne by all of the Unit Owners as a Common Expense. This Common Expense is set forth as part of "Projected Budget for First Year of Condominium Operation, Schedule B" and therefore a part of each Unit Owner's Common Charges.

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit(s) as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring (i) a new purchase price for the Superintendent's Unit in excess of the per square foot price of Unit 3C; and (ii) the aggregate real estate taxes for the newly-designated Unit(s) does not exceed the cost of owning Unit 3C as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Real Estate Taxes, Utility Charges and Other Related Expenses as set forth in Note 14 to "Projected Budget for First Year of Condominium Operation, Schedule B" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments will not be credited towards the total purchase price of the Superintendent's Unit. (See Note 14 to Schedule B in the Plan Section titled, "Projected Budget for First Year of Condominium Operation, Schedule B," located in Part I of the Plan, for further discussion of the Superintendent's Unit.) There is currently no mortgage on the Superintendent's Unit. In the event a mortgage is placed on the Superintendent's Unit in the future, such mortgage will be released prior to Sponsor transferring title of such Unit to the Condominium.

The Sponsor projects that new construction of the Building should be completed by the end of December 2027. Pursuant to the New York City Building Code, the class of construction for the Building is Class I-B (Non-Combustible). A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

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

Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the Storage Spaces, bicycle storage room, fitness center, spa, pool, sauna, treatment room, media room, lounge, kids room, yoga studio, parking garage and outdoor recreational loggia) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, at all times after the First Unit Closing of any Residential Unit, the lobby will be attended as disclosed herein. The interim level of staffing will at all times be adequate to maintain the Building during this period. See the section of the Offering Plan titled "Notes to Schedule B," set forth in Part I, for further details.

Parts I and II of the Plan, including all Schedules, and Parts A, B, C and D of the Exhibits, constitute the entire offer of Sponsor. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys on the on-site sales office at all times such office is open or, in the event there is no on-site office, at the offices of the Sponsor. Further, copies of the Offering Plan and all filed amendments thereto will also be available for inspection and copying at a reasonable charge at the Office of the Attorney General at 28 Liberty Street, 21st Floor, New York, NY 10005. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing and provide him with a copy of this Offering Plan.

All of the aforementioned Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A set forth in Part I of the Plan. As more fully explained above, the Superintendent's Unit will be sold to the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners at or subsequent to the first unit closing of a Residential Unit (the "First Unit Closing"). See Schedule A-1 in this regard. Additionally, all of the Storage Space Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-2, which is also located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. It is noted that although it is the intent of Sponsor that all Units be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to lease certain Units to tenants after Consummation of the Plan. In such an event, Sponsor shall amend the Plan, accordingly, if such Units and/or Storage Spaces are offered subject to such tenancies. Since there are only fifteen (15) Storage Space Licenses being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Space License and how many Storage Space Licenses are sold to an individual purchaser. A Storage Space License will only be sold by Sponsor to a Purchaser of a Residential Unit. Currently, there is no timeline for withholding or releasing additional Residential Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted as the total number of Residential Units for purposes of such calculation.

It should be noted that Sponsor is not obligated to make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupant"). Prospective purchasers should be aware that the decision to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are rented, after Consummation of the Offering Plan, they will be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to rent Units rather than sell same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit, and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent, after consummation of the Offering Plan, rather than sell Units, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

Should Sponsor make a bulk sale of all or some of the Unsold Units, the transferee Successor Sponsor shall be bound by all of the Sponsor's representations herein regarding the sale of Unsold Units.

The project is being financed from Sponsor's own funds and a loan provided by MSD RCOF Partners XC, LLC (hereinafter the "Construction Lender"). Such construction loan financing obtained by Sponsor shall allow Sponsor the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents, provided Sponsor is not in default of any loan provision. Upon the payment by Sponsor of a release price for each Unit, which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Construction Lender will agree to partially release the Unit closed from the lien of its construction loan.

Features of Condominium Ownership

The Purchaser of a Residential Unit, hereinafter referred to either as a "Unit Owner" or "Residential Unit Owner," owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in the Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York.) The Residential Unit Owner or Commercial Unit Owner, as the case may be, owns the Unit in fee and is entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roofs, (hereinbefore and hereinafter called "Common Elements"). Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York ("the Condominium Act"). Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements." The Plan provides that any individually defined balconies, loggias, terraces, and/or roof terraces which are either adjacent to and directly accessed from the Residential Units, shall be a Limited Common Element for the exclusive use of individual Owners of respective Units. Additionally, other Common Elements include, but are not limited to, a storage room at the cellar level, which is for the use of the Commercial Unit Owner, and a residential storage room located at the cellar level, containing individual Storage Spaces therein, are for the exclusive use of individual Residential Unit Owners who purchase Storage Space Licenses.

A Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. With respect to the Residential Units, the By-Laws state that a first (1st) mortgage or second (2nd) mortgage shall be either with an institutional lender, a family member, business associate or employer, or a selling Residential Unit Owner. Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow any procedures set forth in the Purchase Agreement located in Part II of the Plan. A mortgage may be made with a reputable private lender other than the selling Residential Unit Owner subsequent to the obtaining of the

written permission of either the Sponsor, prior to Sponsor's relinquishing control of the Board of Managers, or the Board of Managers. No Residential Unit Owner shall be permitted to encumber his Unit with a third (3rd) mortgage. His Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units.

Subsequent to the 18 month restriction on Unit Owners who acquired a Unit from a Sponsor sale as set forth in the Purchase Agreement and the By-Laws, a Residential Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Owner has been offered.

A Residential Unit Owner can alter and decorate the interior of his Unit in any way he desires, subject to local codes and the Rules and Regulations of the Condominium, and he or she is obligated for the cost of his or her own interior decoration, maintenance and repair after closing. Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Residential Unit Owner, like a home owner, may, under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him, subject, however, to certain exceptions and limitations that are more particularly set forth in the Section of the Offering Plan titled, "Counsel's Income Tax Opinion Letter." The Board of Managers of the Condominium will assess against each Unit Owner, in proportion to his respective percentage of Common Interest or Contributing Share, as the case may be, as defined in the section of the Plan titled "Definitions," charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Sections 339-i and 339-m, and each Unit Owner shall be obligated to pay such Common Charges. Each Unit Owner, including the Commercial Unit Owner, will pay for all electricity consumed within his own Unit, the charges for which shall be separately metered. The Commercial Unit will have hookups for separate meters for gas and water consumption and usage.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the written consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee, so long as Sponsor has obtained written proof/documentation that such alterations adversely affect the issuance of a PCO. In the event such documentation has been obtained by Sponsor, the Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefore. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals.

In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled, upon reasonable notice and in compliance with the requirements of applicable law, to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

Any Residential Unit Owner who purchases a Storage Space at the Building will be required to execute a Storage Space License governing the use of the Storage Space. The Storage Space License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Space License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Space License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space in question will devolve to the Board of Managers which shall have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Spaces to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Spaces held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Spaces to residents or the Commercial Unit Owner or its tenant(s) in its sole discretion without charge and without the consent of the Board of Managers of the Condominium, so long as permissible by applicable regulations and zoning laws.

Commencing with the first year of the term of the Storage Space License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the term of the Storage Space License. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The Storage Space License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the date of the Storage Space License and will continue for the following twelve (12) months. Thereafter the Board of Managers may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Spaces. Such License Fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

In addition, the Storage Space may not be completed prior to the closing date for a particular Residential Unit and the fact that a Storage Space may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Space will be held in escrow by Sponsor's attorneys until the date that the Storage Space is made

available for Purchaser's use. Sponsor intends to complete the construction of all Storage Spaces prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building. Purchaser shall also be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Space, which obligation shall survive the Closing.

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

Further, Sponsor makes no representation that the size of a Storage Space as set forth in Schedule A-2 will accommodate the items which a Purchaser intends to store in the Storage Space.

Any Residential Unit Owner who has a Parking Space appurtenant to their Residential Unit is advised that Parking Space may be used only for the storage of personal vehicles of Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be kept therein. Volley Automation, Inc. has advised that a Parking Space cannot accommodate vehicles with a weight over 7,000 lbs. and/or which exceed the following dimensions:

Number of Parking Spaces	Maximum Vehicle Length	Maximum Vehicle Height	Maximum Vehicle Width
6	19'-0"	98"	87"
2	17'-3"	98"	87"

The Parking System may not be serviced by an emergency generator. In the event of a power outage or blackout, the Parking System may not be able to retrieve or receive any vehicles. Any resulting loss or damage or costs related to the inaccessibility of the Parking System will be at the sole cost of the Residential Unit Owners with Parking Spaces appurtenant to their Units. The Condominium Board, its agents and employees, and Sponsor make no representations about access to the Parking System during any such outage or blackout and Residential Unit Owners with Parking Spaces appurtenant to their Units will not be entitled to any abatement in the monthly fees for any Parking Space. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any direct or indirect loss, damage or cost related to the inaccessibility of the Parking System caused by power outages, flooding, temperature fluctuations, mechanical failure or other causes in the Parking System. Unit Owners storing vehicles in the Parking System do so at their

own risk and are advised to consult with their insurance brokers regarding appropriate insurance coverage for such vehicles while stored in the Parking System.

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

The Board of Managers of the Condominium shall be elected and/or designated by the Unit Owners in accordance with the By-Laws. As provided in the By-Laws, at the First Unit Owners meeting, four (4) members of the Board of Managers shall be elected by the Residential Unit Owners (including Sponsor or its designee as to Unsold Units), with the number of votes allocated to each Residential Unit Owner determined by the percentage of Common Interest of his respective Unit, and one (1) member of the Board of Managers designated by the Commercial Unit Owner (including Sponsor or its designee as to Unsold Units). The Board of Managers shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the section entitled "Rights and Obligations of Board of Managers/Summary of By-Laws" set forth in Part I, for further discussion.

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

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

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 175 East 82nd Street Condominium being newly constructed at 175 East 82nd Street, New York, New York.
"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium the Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit, commercial garbage collection; the cost of utilities, including, but not limited to, electricity, gas and water consumption in the Commercial Unit but only to the extent that the Commercial Unit is not separately metered and/or sub-metered with respect to those utilities; vault charges, if any, attributable to the Commercial Unit; repairs, maintenance and replacement of the Commercial Common Elements; and any other

expense, which is not a Shared Common Expense, attributable to the Commercial Unit only.

"Commercial Unit" - An area designated on a portion of the cellar and ground or first floor of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be one (1) Commercial Unit.

"Commercial Unit Owner" - The Person, persons or entity owning the Commercial Unit.

"Common Charges" - In the case of the Residential Units, each Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents);

In the case of the Commercial Unit, the Commercial Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Commercial Unit Owner together with the payment by the Commercial Unit Owner of all or their proportionate share or Contributing Share of the Commercial Common Expenses (as defined in the Condominium Documents).

"Common Elements" - All portions of the Property other than Units. Common Elements are comprised of General Common Elements, Residential Common Elements and Limited Common Elements.

"Common Expenses"

(a) Expenses of operation of the Property, and

(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to the 175 East 82nd Street Condominium.
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.
"Contributing Share"		(a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units. (b) In the case of the Commercial Unit, either 100%, or in the event the Commercial Unit is

subdivided, a Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. Each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Unit.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"DOB" - Refers to the Department of Buildings of the City of New York.

"Equal or Better Quality" - This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

"Facility" or "Facilities" - As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the board scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off value or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct,

conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

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

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

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

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

(1) The land on which the Building is physically erected, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself or for its designee, and any successors or assigns thereof. Yard areas or other areaways at the Property, if any, other than the Limited Common Elements as described below, are not intended for public use except for fire egress purposes and are subject to the easement rights, if any, of Sponsor, Sponsor's designee and/or the Commercial Unit Owner;

(2) At the cellar and first floor level: all foundations, footings, columns, beams, supports, bearing walls (except to the extent included below as Limited Common

Elements or in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit from the corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit from corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the cellar level which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit and are not specifically designated below as Limited Common Elements; storage and utility areas, if any, located at the cellar

level and which are not part of the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit; all cellar areas which are not part of the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit and are not specifically designated below as Limited Common Elements;

(3) The utility and mechanical rooms and areas located at the cellar level of the Building, the janitors closet, storage closet, fire pump room, MDF room, storm tank room, elevator machine room, and sewer room, and gas and electric meter rooms at the cellar level, the gas meters, water meters and electric meters in the cellar; any and all cellar or other areas and Facilities which are not designated as part of a Unit or a Limited Common Element;

(4) The utility and mechanical rooms and areas located on the 20th floor (marketing floor M1) of the Building, including but not limited to the hot water heater room, the AHU room, the electric room, the ATS room, and the generator room.

(5) The one (1) service elevator, elevator machinery, shafts and pits; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Unit Owners;

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

(7) All sewer pipes and drainage pipes;

(8) All street vaults, if any, located at the cellar level adjacent to the common areas of the Building which are not designated below as Limited Common Elements; any other protrusion beyond the lot lines of the Building which are not part of a Unit or designated a Limited Common Element, all of which are subject to an easement in favor of the Commercial Unit Owner for fire egress purposes;

(9) Those portions of the main roof of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, the gas engine emergency generator, any ventilation or air-conditioning equipment to the extent same exist and/or are installed, and other related Facilities which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

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

(11) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning

equipment and cooling towers, if any, wherever located in the Building, which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

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

(13) Except as specifically noted, all other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

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

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

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and

repair of which is the responsibility of the Unit Owner or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Common Elements") or the Commercial Unit Owner ("Commercial Common Elements") or an individual Residential Unit Owner ("Residential Limited Common Elements"):

(1) Residential Common Elements:

(1a) At the second floor level and above: columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Units from the corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Units from corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Residential Units below is attached; service corridors, fire corridors, halls,

stairs, and stairway areas located at the second floor level and above which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Units and are not specifically designated below as Commercial Common Elements or in the dimension of a Unit; storage and utility areas, if any, located at the second floor level and above and which are not part of the Residential Units or which are not specifically designated below as Commercial Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Units;

(1b) The common and public corridors and fire staircases located at the cellar level and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit, if any; and (ii) for the fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The trash compactor room and related Facilities located at the cellar level of the Building, together with any trash chute located on all floors of the Building, if any, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential

Unit Owners in a manner to be determined by the Board of Managers;

(1d) The Residential entrances to the Building, together with their canopies, if any, located on East 82nd Street, the residential vestibule, seating area and lobby together with the adjoining elevator lobby, which shall be for the exclusive use of all the and Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants, their servicemen, consultants and/or repairmen, for fire egress purposes and access and/or egress to or from the Commercial Unit and/or the Commercial Common Elements, if any;

(1e) The residential storage room and bicycle storage room at the cellar level, and the mailroom and package room and Porte Cochere at the ground floor level, and the pool equipment room on the twentieth (20th) floor, and the pool, pool deck, pool storage room, sauna, lounge, media room, three (3) bathrooms, and outdoor recreational loggia area on the twenty-first (21st) floor, and the kids room, treatment room, fitness center, yoga studio, and two (2) bathrooms on the twenty-second (22nd) floor, which service and shall be for the exclusive use of the Residential Unit Owners only in a manner to be determined by the Board of Managers;

(1f) The two (2) passenger elevators, passenger elevator machinery, shafts and pits; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, and subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit, if any;

(1g) Those portions of the roof of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1h) Any heating, air-conditioning and/or ventilation equipment, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1i) Any piping and/or ductwork which is necessary for the functioning of any heating, air-conditioning and/or ventilation equipment, cooling towers, hot water heaters, if any, wherever located in the Building,

which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1j) The cooling tower(s), if any, or tanks on the roofs, or any other floor of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1k) The residential telecommunications connections, gas, water and sewer and/or electric meters and mechanical, gas, water and/or electric panels, closets, and respective rooms and/or feeders, risers and other improvements, residential cables, pipes, all of which serve the Residential Units and residential portions of the Building exclusively;

(1l) Any and all windows of the Building which are not part of a particular Residential Unit or the Commercial Unit;

(1m) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which only service the Residential Units;

(1n) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1o) The residential storage room, including any Storage Spaces located therein, at the cellar level of the Building. Each Storage Space shall be made available for the exclusive use of an individual Unit Owner pursuant to a Storage Space License between such Unit Owner and the Board of Managers. The use of any residential storage areas, including any Storage Spaces, shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers, including exclusive use license agreements in their sole discretion;

(2) Commercial Common Elements:

(2a) Those portions of the cellar, first floor, main roof of the Building, or any other level of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Commercial Unit, which shall be for the exclusive use of the Commercial Unit Owner;

(2b) Commercial mechanical and/or electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) and/or mechanical, electrical, gas, water rooms and/or closets servicing or available for the exclusive use of the Commercial Unit, wherever located within the Building;

(2c) All installations or Facilities on the Property outside the Units for

services such as gas, power, light, cable television, heat, telephone and water which service the Commercial Unit only;

(2d) All remaining improvements, installations, apparatus or Facilities exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

(3) Residential Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, which must be gas-fired only, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such fireplace, together with any flue and/or duct-work attached thereto, shall be the responsibility of the individual Unit Owners of such Units;

(3c) The private terraces, loggias, balconies and/or the private roof terrace, if any, together with any walls and/or fencing delineating such areas, which are directly accessed from certain Residential Units or by the common staircase or elevator, as

delineated on the Floor Plans, which shall be for the exclusive use of the Unit Owner of the respective Unit. Nonstructural, ordinary repairs and maintenance of the private terraces, balconies and/or the private roof terrace, if any, together with any walls and/or fencing which delineates such areas, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

(3d) The Garage which includes the Parking System, parking bay and vehicle storage which is anticipated to contain approximately eight (8) Parking Spaces, which will be Residential Limited Common Elements appurtenant to certain Residential Units. The maintenance, repair, and replacement of the Garage, Parking System, parking bay and vehicle storage area shall be the responsibility of the Unit Owners with Parking Spaces appurtenant to their Units.

"Majority" - Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent"	-	A person employed by the Condominium Board pursuant to Article II, Section 4 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.
"Offering Plan"	-	The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".
"Operation of the Property"	-	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"PCO"	-	Refers to a permanent certificate of occupancy issued by the Department of Buildings of the City of New York.
"Permitted Mortgagee"	-	Refers to the holder of a Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holder(s) of the mortgages given by Sponsor to acquire and construct the Property, including the successors, assigns, and affiliates thereof.
"Person"	-	A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.
"Power of Attorney"	-	The document, signed by Unit Owners, which appoints: (i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor and Commercial Unit Owner, as attorneys-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

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

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

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

"Recording officer and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Owners of the Residential Units shall be solely responsible for the payment of all expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units if not collected by the City of New York; gas consumption for heat and hot water in the Residential Units, Common Elements, including the General Common Elements; water and sewer charges for the Residential Units and the Common Elements, including the General Common Elements; landscaping, fire extinguisher, elevator and HVAC

maintenance; vault charges, if any, attributable to the common areas of the Building; and any other expense, which is not a Shared Common Expense, attributable to the Residential Units only or as provided in the By-Laws. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and heating for the Residential lobby and seating area on the first floor, common corridors at all levels, the bicycle storage room and residential storage room at the cellar level, the fitness room, yoga studio, lounge, treatment room, pool, sauna, common bathrooms, kids room, media room and other common areas throughout the Building, as well as mechanical and utility areas, and incidental water use in the bathrooms and such common areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Commercial Unit Owner shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

"Residential Unit" - A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.

"Residential Units" - Collectively, all the apartments in the Building.

"Residential Unit Owner" - Means the person, persons or entity owning a Residential Unit in fee simple absolute.

"Rules and Regulations" - The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict

with the terms of the Condominium Act, the Declaration, or the By-Laws.

"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Residential Units. Brown Harris Stevens Marketing and Sales, LLC is the Selling Agent for the Residential Units pursuant to the terms of the Offering Plan.
"Sponsor"	-	The promoter of the project and/or Offering Plan to submit the Premises at 175 East 82nd Street, New York, New York 10028 to the condominium form of ownership; East 82 Owner LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."
"Sponsor's Initial Control Period"	-	Refers to the initial period during which Sponsor, including any designee thereof, retains control of the Board of Managers of the Condominium prior to relinquishing the same. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect or designate a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.
"Storage Space"	-	Refers to the individual storage space located in the residential storage room at the cellar level of the Building which will be made available for the exclusive use of a Residential Unit Owner pursuant

		to the Storage Space License and which constitute Residential Common Elements.
"Storage Space License"	-	Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Space.
"Superintendent's Unit"	-	The residential apartment located on the second floor (Marketing Floor 3) of the Building and designated as Unit 3C which shall initially be used as the residence of the Building's superintendent and which shall be conveyed to the Board of Managers on behalf of all of the Residential Unit Owners. Pursuant to the terms of the Offering Plan, there will be one (1) Superintendent's Unit.
"TCO"	-	Refers to a temporary certificate of occupancy issued by the Department of Buildings of the City of New York.
"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a fireplace and/or private balcony, and/or private loggia, and/or a private terrace or roof terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water, ventilation and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.
"Unit Deed"	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit Designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.

“Unit Owner”	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Commercial Unit.
“Unsold Units”	-	Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property upon which the Condominium will be situated is comprised of one (1) tax lot parcel and development rights from one (1) neighboring tax lot parcel, which comprise the zoning lot. The parcel has an aggregate area of approximately 10,936 square feet with approximately 102 feet of frontage on East 82nd Street and approximately 107 feet of frontage on 3rd Avenue, both public streets.

The Sponsor intends to construct a new thirty-eight (38) story, plus a cellar level and a roof/bulkhead level building. The new building will be located at the northerly side of East 82nd Street and the westerly side of 3rd Avenue. Hereinafter the newly constructed thirty-eight (38) story building shall be referred to as the "Building." The Building is not in a landmarked district. The Property was previously used as multifamily housing. There are no environmental restrictions at the Property.

The newly constructed Building shall be comprised of seventy-three (73) residential units (the "Residential Units") and one (1) commercial unit (the "Commercial Unit"), plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units and Commercial Unit are individually or collectively referred to as the ("Unit" or "Units.") The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements"), for the use of all the Residential Unit Owners ("Residential Common Elements"), or for the exclusive use of one (1) or more Residential Unit Owners ("Residential Limited Common Elements"). The seventy-three (73) Residential Units are either simplex units or duplex units, three (3) of which are to be located on the second floor (marketing floor 3), four (4) of which are to be located on the third floor (marketing floor 4), four (4) of which are to be located on the fourth floor (marketing floor 5), four (4) of which are to be located on the fifth floor (marketing floor 6), four (4) of which are to be located on the sixth floor (marketing floor 7), four (4) of which are to be located on the seventh floor (marketing floor 8), two (2) of which are to be located on the eighth floor (marketing floor 9), three (3) of which are to be located on the ninth floor (marketing floor 10), three (3) of which are to be located on the tenth floor (marketing floor 11), three (3) of which are to be located on the eleventh floor (marketing floor 12), three (3) of which are to be located on the twelfth floor (marketing floor 14), three (3) of which are to be located on the thirteenth floor (marketing floor 15), three (3) of which are to be located on the fourteenth floor (marketing floor 16), two (2) of which are to be located on the fifteenth floor (marketing floor 17), two (2) of which are to be located on the sixteenth floor (marketing floor 18), two (2) of which are to be located on the seventeenth floor (marketing floor 19), two (2) of which are to be located on the eighteenth floor (marketing floor 20), two (2) of which are to be located on the nineteenth floor (marketing floor 21), two (2) of which are to be located on the twenty-third floor (marketing floor 26), two (2) of which are to be located on the twenty-fourth floor (marketing floor 27), two (2) of which are to be located on the twenty-fifth floor (marketing floor 28), two (2) of which are to be located on the twenty-sixth floor (marketing floor 29), two (2) of which are to be located on the twenty-seventh floor (marketing floor 30), two (2) of which are to be located on the twenty-eighth floor (marketing floor 31), one (1) of which is

a duplex unit with a lower level on the 29th floor (marketing floor 32) and upper level on the 30th floor (marketing floor 33), one (1) of which is located on the 29th floor (marketing floor 32), one (1) of which is located on the 30th floor (marketing floor 33), one (1) of which is a duplex unit with a lower level on the 31st floor (marketing floor 34) and upper level on the 32nd floor (marketing floor 35), one (1) of which is located on the 31st floor (marketing floor 34), one (1) of which is located on the 32nd floor (marketing floor 35), one (1) of which is a full floor unit on the 33rd floor (marketing floor 36), and one (1) of which is a full floor duplex unit with a lower level on the 34th floor (marketing floor 37) and an upper level on the 35th floor (marketing floor 38). The 73 Residential Units will consist of five (5) one-bedroom apartments, nineteen (19) two-bedroom apartments, twenty-five (25) three-bedroom apartments, twenty (20) four-bedroom apartments, two (2) five-bedroom duplex apartments, one (1) five-bedroom duplex penthouse apartment, and one (1) six-bedroom penthouse apartment.

The one (1) Commercial Unit will be located on the first floor of the Building and shall include a commercial storage room located on the cellar floor. The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee or the Commercial Unit Owner, to accommodate more than one (1) rental tenant.

The cellar level of the Building will contain Common Elements including a superintendent's room and break/locker room, janitors closet, storage room, bicycle storage room, residential storage room, which will contain a total of fifteen (15) individual storage spaces ("Storage Spaces"), which will be licensed to individual Unit Owners, and utility and mechanical areas including but not limited to a compactor room, fire pump room, gas meter room, sewer room, electric room, storm tank room, ATS room, MDF room and Commercial Unit storage room; plus the elevator shafts, pits, and machine room, and common corridors and stairs. There are three (3) residential fire egress stairs from the cellar. One (1) fire stair will run from the cellar level to the first floor and exit next to the Porte-Cochere onto East 82nd Street, and two (2) egress stair will run from the cellar level to the roof with discharge into the lobby corridor that exits onto East 82nd Street. The first floor of the Building will contain the Commercial Unit, and Common Elements including the Building's entry vestibule, residential lobby, seating area, package room, mail room, common corridors, three (3) elevators, one (1) fire stair goes from the cellar to the first floor exiting onto East 82nd Street, two (2) egress stairs will run from the cellar to the main roof. Finally, the ground floor of the Building will contain a parking vestibule, Porte-Cochere, parking garage (the "Garage") which includes a parking bay and vehicle storage which is anticipated to contain approximately eight (8) residential parking spaces (the "Parking Spaces"), which will be Residential Limited Common Elements appurtenant to certain Residential Units.

In addition to Residential Units, the second floor (marketing floor 3) of the Building will contain Common Elements including a refuse room, mechanical room, the residential elevator shafts, and common corridors and stairs. In addition Residential Units, each of the third through nineteenth floors (marketing floors 4 through 21) of the Building will contain Common Elements including a refuse room, the residential elevator shafts, and common corridors and stairs. The twentieth floor (marketing floor M1) will contain Common Elements including a pool equipment room, hot water meter room, AHU room, ATS room, electric room, generator room, refuse room,

the residential elevator shafts, and common corridors and stairs. The twenty-first floor (marketing floor 24) will contain Common Elements including a pool, pool storage room, sauna, three (3) bathrooms, outdoor recreational loggia, lounge, media room, refuse room, the residential elevator shafts, and common corridors and stairs. The twenty-second floor (marketing floor 25) will contain Common Elements including a kids room, treatment room, fitness room, yoga studio, two (2) bathrooms, refuse room, the residential elevator shafts, and common corridors and stairs. In addition Residential Units, each of the twenty-third through thirty-fifth floors (marketing floors 26 through 38) of the Building will contain Common Elements including a refuse room, the residential elevator shafts, and common corridors and stairs. The thirty-six floor (marketing floor M2) of the Building will contain Common Elements including a mechanical room, the residential elevator shafts, and common corridors and stairs. The thirty-seventh floor (marketing floor M3) of the Building will contain Common Elements including a fire pump room, ATS room, electric room, boiler and hot water heater room, the residential elevator shafts, and common corridors and stairs. The 38th floor (marketing floor M4) of the Building will contain Common Elements including a bulkhead housing a mechanical area, cooling towers, the residential elevator shafts, and common corridors and stairs. The main roof level (marketing floor R1) over the Building's bulkhead will be mechanical in nature.

Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the residential storage room, the bicycle storage room, the fitness center, the pool, the kids room, the yoga studio, the media room, the lounge, the parking garage, the treatment room and outdoor recreational loggia) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. Sponsor's withholding of certain Units will not affect the completion of the Condominium's services and facilities.

Some of the Residential Units will also have at least one (1) private terrace or loggia either directly accessed from and adjacent to such Unit, which shall be a Limited Common Element for the exclusive use of its respective Unit Owner.

There will be two (2) passenger elevators at the central core of the Building, both of which will run from the cellar level to the thirty-sixth (36th) floor (Marketing Floor M2). Additionally, there will be one service elevator that services the cellar and ground floor. There will be one (1) fire stair that will run from the cellar level to the first (1st) floor and exit onto East 82nd Street and two (2) egress stairs that will run from the cellar level to the main roof level of the Building. The elevators, elevator shafts and pits, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the residential storage room and bicycle storage room located at the cellar level, the seating area located on the first floor, the pool, sauna, lounge, media room, three (3) restrooms, and outdoor recreational loggia on the twenty-first (21st) floor (marketing floor 24), and the yoga studio, kids room, treatment room, and fitness room, and two (2) restrooms on the twenty-second (22nd) floor (marketing floor 25), there are no other common recreational areas or facilities at the

Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, the Building does not have balconies, terraces or loggias other than the private balconies, terraces or loggias and the outdoor recreational loggia area on the twenty-first (21st) floor (marketing floor 24), as described above.

Sponsor shall provide the following equipment in the fitness room: 2 ellipticals, 2 treadmills, 1 stair master, 2 exercise bikes, 1 HIIT rower, 1 HIIT bike, 1 dual cable cross, 1 lat high/low row, 1 chest press, 1 seated row, 1 leg extension, 1 prone leg curl, 1 leg press, 1 2-bay suspension rack, 1 1-bay streamline, 1 stretching mat, 1 3 tier dumbbell rack, 1 Smith machine, 1 back extension, 1 adjustable bench. Sponsor reserves the right to substitute any of the foregoing equipment with equal or better alternatives.

Sponsor shall provide the following furniture on the outdoor recreational loggia: two (2) outdoor dining tables, twelve (12) outdoor dining chairs, one (1) outdoor sofa, one (1) outdoor coffee table, four (4) outdoor lounge chairs and two (2) outdoor side tables. Sponsor reserves the right to substitute any of the foregoing furniture with equal or better alternatives.

The Residential Units will be provided with individual hook-ups for one (1) washer and one (1) dryer. The washer and dryer units are being supplied by the Sponsor as part of the Offering Plan.

As set forth above, the Units being offered for sale include the Superintendent’s Unit located on the second floor (marketing floor 3) of the Building and designated as Unit 3C, which is to be sold at or subsequent to the First Unit Closing, but no later than the earlier to occur of: (i) the closing of title to all Residential Units; or (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Superintendent's Unit, to the Board of Managers of the Condominium on behalf of all of the Unit Owners. The Condominium will use the Unit(s) as the superintendent's residence. The Purchase Price for the Superintendent’s Unit will be $4,200,000.00 plus all closing costs related thereto. In respect of such Superintendent’s Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of the cost of the Superintendent's Unit determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, “Allocated Share of Purchase Price for the Superintendent's Unit”, located hereinafter. See “Notes to Schedule A-1” also located hereinafter for more information. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser. There is also no guaranty that the superintendent will be residing in the Building at the time of closing of any particular Residential Unit although all applicable legal requirements with respect thereto will be complied with by the Condominium and/or Sponsor.

The real estate taxes as well as the costs of repairs, alterations and improvements attributable to the Superintendent's Unit, shall also be borne by all of the Unit Owners as a Common Expense. This Common Expense is set forth as part of "Projected Budget for First Year of Condominium Operation, Schedule B" and therefore a part of each Unit Owner's Common Charges.

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit(s) as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring (i) a new purchase price for the Superintendent's Unit in excess of the per square foot price of Unit 3C; and (ii) the aggregate real estate taxes for the newly-designated Unit(s) does not exceed the cost of owning Unit 3C as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Real Estate Taxes, Utility Charges and Other Related Expenses as set forth in Note 14 to " Projected Budget for First Year of Condominium Operation, Schedule B" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments will not be credited towards the total purchase price of the Superintendent's Unit. (See Note 14 to Schedule B in the Plan Section titled, "Projected Budget for First Year of Condominium Operation, Schedule B," located in Part I of the Plan, for further discussion of the Superintendent's Unit.) There is currently no mortgage on the Superintendent's Unit. In the event a mortgage is placed on the Superintendent's Unit in the future, such mortgage will be released prior to Sponsor transferring title of such Unit to the Condominium.

The Sponsor projects that new construction of the Building should be completed by the end of December 2027. Pursuant to the New York City Building Code, the class of construction for the Building is Class 1-B (Non-Combustible). A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

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

Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the residential storage room, the bicycle storage room, the fitness center, pool, sauna, kids room, media room, yoga studio and outdoor recreational loggia) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, at all times after the First Unit Closing of any Residential Unit, the lobby will be attended as disclosed herein. The interim level of staffing will at all times be adequate to maintain the Building during this period. See the section of the Offering Plan titled "Notes to Schedule B," set forth in Part I, for further details.

Parts I and II of the Plan, including all Schedules, and Parts A, B, C and D of the Exhibits, constitute the entire offer of Sponsor. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys on the on-site sales office at all times such office is open or, in the event there is no on-site office, at the offices of the Sponsor. Further, copies of the Offering Plan and all filed amendments thereto will also be available for inspection and copying at a reasonable charge at the Office of the Attorney General at 28 Liberty Street, 21st Floor, New York, NY 10005. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing and provide him with a copy of this Offering Plan.

All of the aforementioned Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A set forth in Part I of the Plan. As more fully explained above, the Superintendent's Unit will be sold to the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners at or subsequent to the first unit closing of a Residential Unit (the "First Unit Closing"). See Schedule A-1 in this regard. Additionally, all Storage Space Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-2, which is also located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. It is noted that although it is the intent of Sponsor that all Units be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to lease certain Units to tenants, after Consummation of the Plan. In such an event, Sponsor shall amend the Plan, accordingly, if such Units and/or Storage Spaces are offered subject to such tenancies. Since there are only fifteen (15) Storage Space Licenses being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Space License and how many Storage Space Licenses are sold to an individual purchaser. A Storage Space License will only be sold by Sponsor to a Purchaser of a Residential Unit. Currently, there is no timeline for withholding or releasing additional Residential Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted as the total number of Residential Units for purposes of such calculation.

All license fees, all periodic taxes, charges and repairs ("Vault Charges") for the street vaults located adjacent to the Property, if any, which are General Common Elements, located in the common areas of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Common Expense. It is the responsibility of the condominium to maintain the street vaults and any Vault Charges attributable to the Building shall be allocable to all of the Units and be made on a Percentage of Common Interest basis as a general repair covered by the Repairs and Maintenance line item in the Schedule B Projected Budget for the Projected First Year of Condominium Operation, as found in Part I of the Offering Plan.

Structural System:

The new structure will conform to the 2022 New York City Building Code. Per the geotechnical engineer, the building is founded on rock with a minimum bearing capacity of 40tsf. The foundations are reinforced concrete, which is comprised of spread footings under columns, continuous footings under foundation walls, and a mat foundation under the elevator and stair core. The cellar slab is a pressure slab designed to resist hydrostatic uplift. Rock anchors are provided to provide additional uplift anchorage for overturning due to lateral forces on the overall building. Lateral forces are resisted by structural concrete shear walls coupled with link beams. Wind tunnel testing was undertaken and factored into the structural design. Supplemental damping is not required for the building. Reinforced concrete columns convey gravity loads down to the building foundations. Both the columns and walls utilize high-strength concrete to minimize element sizes and thicknesses. The slabs are also comprised of reinforced concrete, with slab depressions provided to accommodate terraces and exterior spaces. To mitigate the impact noise in the units the hard floor finishes will have a 5mm thick resilient rubber underlayment between the hard floors and the structural slabs. The foundation slab and walls will be waterproofed up to sidewalk elevation using membrane waterproofing. Waterproofing membrane will be installed below slabs, behind blindside walls, and at two-face walls. Joints and laps will be sealed and waterstops will be installed throughout the site at the cellar slab-wall interfaces.

Exterior Walls:

The masonry portion of the exterior walls shall be comprised of standard and custom shaped bricks, supported by a steel lintel at each floor and tied back intermittently with brick ties between lintels. The back-up wall is concrete or CMU, covered with a waterproofing membrane and insulation, with a drainage cavity between the insulation and face brick. Each lintel is flashed with stainless steel and joints in the brick cavity wall have staggered weeps slots.

The Condominium will be responsible for meeting subsequent Façade Inspection Safety Program requirements. The periodic inspections will begin five (5) years after substantial completion of the development.

Windows:

Window system will be shop assembled and custom thermally broken aluminum profiles to meet the project performance criteria. The window system is a factory fabricated, thermally broken aluminum assembly with structurally glazing, dual pane insulated glass unit with a Low E coating. All Window Guard Regulations of the City of New York 6-30-91 Chapter 12 apply. The windows include both fixed and out-swing casement-type operable windows with limit restriction per NYC Health Code child fall requirements. Window Guard Regulations of the City of New York 6-30-91 Chapter 12 apply. All operable windows will have a 4” opening limit. Operable windows are located at select locations per plans to provide sufficient natural ventilation to comply with relevant Codes.

The Sponsor reserves the rights to provide windows by different manufacturers, which are of Equal or Better Quality than those listed in the "Description of Property and Specifications," in Part II of this Offering Plan.

The Building will comply with New York City Building Code for light and air requirements.

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

Unit	Location
10-12C (Construction floors 9-11)	Primary Bedroom
14-16C (Construction floors 12-14)	Primary Bedroom & Bedroom #2
17-21B (Construction floors 15-19)	Primary Bedroom & Living/Dining Room
26-31B (Construction Floors 23-28)	Primary Bedroom & Living/Dining Room
32-35B (Construction Floor 29-32)	Primary Bedroom & Living/Dining Room
PH2 (36A) (Construction Floor 33)	Bedrooms #3, 4 and 5.

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. However, pursuant to the Easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, recorded on June 6, 2024 under NYC Department of Finance Control number

2024060600371006, the aforementioned Units containing one or more Lot-Line Windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. All windows at the Building are fully compliant with all applicable building codes and regulations.

Heating and Air Conditioning Systems:

Central Heating Plant:

The Building will be heated via a condensing-boiler heating plant which will serve all habitable areas, including corridors which includes three (3) Lochinvar Model FCB-4000, or approved equal, located on the M3 level mechanical room. The boiler plant will serve the heating and domestic hot water needs of the building including residential, amenity and retail areas.

The hot water system will serve the Residential Units via a VRF water cooled condenser heat pump loop system, the domestic water heaters, amenity AC units, corridor energy recovery units and DOAS ventilation units, lobby units and other miscellaneous heating loads. The hot water from the heating plant will be used to inject heat into the condenser water system via direct injection bleed valves.

Domestic Hot Water Heating:

Domestic hot water heating will be generated by means of water to water heater heat exchanger using boiler water as heating agent. One set of heaters will be provided for each residential pressure zone. The heaters will be located in the mechanical rooms serving the zones. Two (2) water heaters will be provided for each domestic water zone serving residential fixtures. Hot water will be maintained in the heater tanks at 140 degrees F. Hot water from the heaters will be tempered to the appropriate distribution temperature by means of master mixing valves. A complete, recirculated domestic hot water distribution system serving all building fixtures and equipment requiring hot water will be provided for each pressure zone. Amenities and back of house spaces have been provided with electric hot water heaters for fixtures. Future retail tenants are responsible to provide their own hot water to the commercial space.

Central Cooling Plant:

The HVAC for the building will be provided based on a water source Variable refrigerant (VRF) heat recovery type system. The year-round heating and cooling system consist of a two-pipe closed loop water circuit, through which non-refrigerated water is circulated continuously. The loop water temperature is maintained throughout the year in an approximate range between 60° F and 88° F for supply and 70° F and 105 °F for return by means of injecting hot water from boilers (adding heat to the loop at the low end of the range) and cooling towers for heat rejection (by removing heat at the high end of the range).

Two cell (600 tons) cooling towers shall be utilized. The condenser water loop serving the condensers shall have the capability of isolating itself from the cooling towers in heating mode and heat will be added to the loop from the hot water from boiler plant system

The boiler plants will operate to maintain the secondary condenser water loop warm enough to allow heating in winter through the same heat-pumps with hydronic heating coil that provide cooling in the summer.

Unit and Common Area Heating and Cooling System:

Unit and Common Areas Heating and Cooling will be provided to each Unit a heat recovery type, water-cooled VRF with R410A refrigerant circuits. The "Heat Recovery" VRF system is capable of simultaneous heating and cooling with a single condensing unit. Multiple indoors evaporator units (IDU) in the same Unit will be connected to heat recovery branch selector boxes.

All the Units 9th floor and above will have individual water cooled condenser serving the Unit inside the closet. All the Units below 9th floor have shared water cooled condensers located centrally in a mechanical room on the 3rd floor. Indoor evaporator units in the residential units will be horizontal type and concealed in ceiling plenums. Each evaporator shall be paired with one programmable thermostat. Indoor evaporator units in the amenity units will be horizontal type and concealed in ceiling plenums with ductwork routed to supply grilles/slots.

All common areas of the building like building lobby, amenities and conditioned BOH spaces will be served by Water cooled Variable Refrigerant Flow (VRF) units. Indoor evaporator units will be horizontal or vertical type and concealed. Water cooled condenser will be located in the mechanical rooms and IDU and Branch boxes will be located in respective Amenity area.

Supplemental electric fan baseboard heaters will be utilized at high windows. These will be controlled by internal thermostats and interlocked with the room's VRF evaporator unit to prevent simultaneous heating and cooling.

Electric cabinet unit heater to be provided for Residential Lobby entrance and vestibule area.

Electric radiant heating floor are provided in primary bedroom's bathrooms and any bathrooms with glazed windows.

Valved and capped condenser water and hot water outlet connection will be provided for future retail tenant fit out.

Access doors are to be provided in ceilings wherever required for maintenance of equipment located above ceilings.

Utilities:

Electricity:

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 the utility company. The electricity consumed by each individual Residential Unit and the Commercial Unit shall be separately and directly metered. Each Unit Owner shall be responsible for paying his or her own individual electric bill.

The electricity consumed in the Residential Common Elements of the Building, shall be separately metered and shall be a Residential Common Expense.

A 625 kW, 277/480V, 3 phase, 4 wire, natural-gas fired generator is being supplied to support emergency loads, standby loads and optional loads per the 2011 NYC Electrical Code and the 2014 NYC Building Code.

Automatic transfer switches (ATSs) will be provided for each generator-backed load classification (emergency, standby, optional standby). The fire alarm and ARCS system will be provided with a common ATS, per 2011 NYC Electrical Code separate from other Emergency Loads.

Gas:

Gas will be metered by Con Edison. Two (2) gas meters will be provided as follows: One (1) meter for space heating (corridors and lobbies) and the domestic hot water systems of the Building. One (1) meter will be for the emergency gas generator. The cost of this use will be borne by the Residential Unit Owners as a residential common expense and will be allocated to each residential unit as noted in the plan.

The Climate Mobilization Act of 2019 included Local Law 97 ("LL97") which set increasingly stringent caps on carbon emissions for certain buildings in New York City, including but not limited to buildings over 25,000 gross square feet starting in 2024. The Building is over 25,000 gross square feet and uses gas service for heating. Sponsor anticipates that the Building will eventually face LL97 penalties for its carbon emissions but makes no representation as to when such penalties may be imposed. The Condominium will be responsible for all compliance with LL97 including but not limited to required annual reporting and payment of any LL97 penalties which may be imposed on the Building in the future. The Condominium Board may engage a LL97 consultant to assist with the required filings and provide insight on the potential exposure of the Building to LL97 penalties in the future. All costs associated with LL97 compliance will be shared by Unit Owners in the Building based upon each Unit's Percentage of Common Interest.

Purchasers may visit https://www.nyc.gov/site/buildings/codes/ll97-greenhouse-gas-emissions-reductions.page for additional information on LL97.

Domestic Water and Sewer Service:

Water and sewerage services are provided for by the City of New York. The Residential Units in the Building and the Common Elements, including the General Common Elements, shall be metered for water usage by one (1) or more meters. Such water and sewer charges shall be a Residential Common Expense.

Water consumption in the Commercial Unit will be separately metered and the cost thereof shall be the sole expense of the Commercial Unit Owner.

Upon completion of construction, a certificate of occupancy will be obtained for the Building which will provide for general use for the Residential Units and commercial use for the Commercial Unit.

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

Elevators:

There are two (2) residential elevators in the Building, which shall service all of the Residential Units, are a Residential Common Element for the use of all of the Residential Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of these elevators shall be the responsibility of all of the Residential Unit Owners as a Residential Common Expense. Additionally, there is one (1) service/passenger elevator which shall service the cellar and first floor and is a General Common Element for the use of all Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of these elevators shall be the responsibility of all Unit Owners as a General Common Expense.

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

The Façade Inspection Safety Program ("FISP") (formerly Local Law 11/98) passed by the City Council and signed by the Mayor of New York City requires professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property

of any unsafe condition in a building's exterior walls revealed during a FISP inspection. FISP is applicable to this Condominium. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any Terrace/balcony railings and guards of the Building and submitting a technical report thereof with the Buildings Department every five (5) years from the date of the first Temporary Certificate of Occupancy or Certificate of Occupancy that has been issued for the Building. The report shall include an executive overview that shall consist of a summary of findings and recommendations, a concise statement of the scope of the inspection and findings, the conclusions and recommendations and a determination as to whether the building is categorized as "safe," "SWARMP," or "unsafe." If categorized as "SWARMP" by the professional, such classification means that the Building condition is safe but requires repairs or maintenance within the next 5 years. If categorized as "unsafe" by the professional, such classification means that an immediately hazardous condition exists and must be corrected within ninety (90) days with the option of a ninety (90) day extension upon application to the Buildings Department. The detailed inspection and reporting requirements, and additional law updates, will be contained in RCNY 103-04 Periodic Inspection of Exterior walls and Appurtenances of Buildings.

Although not budgeted for the First Year of Condominium operation, the cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund or Reserve Fund, in its sole discretion).

Sponsor shall obtain a "Class A" residential TCO or PCO which shall cover each Residential Unit prior to the closing of title to such Unit. The certificate of occupancy for the Commercial Unit shall provide for commercial uses on a portion of the cellar and first floor levels, as permitted in the Zoning Resolution of City of New York, as amended. See the section of the Plan titled, "The Commercial Unit," for a discussion of the Commercial Unit Owner's right to change the use of the Commercial Unit. In the event that a PCO for a Residential Unit has not yet been obtained by such Unit closing, Sponsor is subsequently obligated to obtain same. However, Sponsor shall not be obligated to perform any work in the Commercial Unit other than as set forth in the Plan. Please consult the section titled "Rights and Obligations of Sponsor," set forth in Part I, for further discussion.

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

made unless a new TCO or PCO is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The Property is located on the west side of Third Avenue between East 82nd and East 83rd Streets. The Property is a short walk from Central Park and is surrounded by cultural institutions, schools, boutique shops, and restaurants.

There are movie theaters, grocery stores, retail shops, specialty shops, antique and vintage shops, gift and card shops, pharmacies, banks, coffee shops and cafes offering a diverse selection of cuisines and entertainment options, within a short distance of the Property.

New York City is the nation’s largest city, as well as one of the principal urban centers of the world. Manhattan is at the center of New York City, containing numerous business and financial centers, excellent regional transportation, cultural activities, recreational and open space park areas, educational facilities, superb medical centers, and a vast array of restaurants. New York is the nation's principal financial center. It is the home of the New York Stock Exchange. About fifty of the country's “Fortune 500” corporations have their principal corporate headquarters in Manhattan; almost a quarter of the nation's major law firms, and the “big four” accounting firms, maintain offices in Manhattan. Manhattan is also recognized as the national center of the advertising, communications, broadcasting, publishing and garment industries.

Transportation:

The Property is approximately 6 miles from LaGuardia Airport, 15 miles from John F. Kennedy International Airport, and 17 miles from Newark International Airport. Public transportation options include nearby subway lines (4, 5, 6, Q), bus routes (M98, M101, M102, M103), taxis, and private vehicles, with several parking garages in the vicinity. Major roadways provide access throughout the city and to the surrounding region.

Places of Interest:

There are numerous points of interest a short distance from the Condominium. Among the most popular are The Metropolitan Museum of Art, the Neue Galerie, Central Park, and local libraries are close by.

Schools and Religious Facilities:

Schools and houses of worship are located in close proximity.

Numerous private schools, public schools and parochial schools are easily accessible from the Condominium. Nearby educational institutions include P.S. 6, P.S. 290, Wagner Middle School, Eleanor Roosevelt High School, The Hewitt School, Rudolf Steiner School, Marymount School, Ramaz School, and The Dalton School.

The above listing is by no means inclusive. No representation is made that the children of Unit Owners will be entitled to attend any particular school.

Nearby places of worship include:

Local houses of worship include, but are not limited to, the following:

The Church of the Holy Trinity, 316 E 88th Street, New York, NY 10128

All Souls NYC, 1157 Lexington Avenue, New York, NY 10075

Park Avenue United Methodist Church, 106 E 86th Street, New York, NY 10028

Postal Offices and Public Libraries:

The nearest postal office is located at 229 East 85th Street, New York, NY 10028. The nearest public library branch is the Yorkville Library at 222 East 79th Street, New York, NY 10075.

Medical:

Lenox Hill Hospital is located at 100 E 77th St, New York, NY 10075

Manhattan Eye, Ear & Throat Hospital, 210 E 64th St, New York, NY 10065.

Mount Sinai Hospital, 234 E 85th St, New York, NY 10028

New York–Presbyterian Weill Cornell Medical Center, 1414 York Ave, New York, NY 10021.

Municipal Services:

Police, fire protection, water, sanitation, snow removal and street maintenance services are provided by the City of New York and all charges are incorporated into the City tax. Garbage removal must be obtained and paid for privately by the Commercial Unit Owner.

The Property is located in the 19th Police Precinct, the station being located at 153 E 67th St, New York, NY 10065. The nearest fire house is Engine 22/Ladder 13/Battalion 10, located at 159 E 85th St, New York, NY 10028.

Zoning:

The building is located in an C1-9 Zoning District. The C1-9 zoning district indicates commercial districts that are predominantly residential in character, and are mapped along major thoroughfares in medium and high-density areas of the City, which residential occupancy is of the type contemplated by the Plan. Neither the Sponsor nor its principals have at this time any right or opportunity to acquire in whole or in part any other property within a one-block radius of the subject Property. As of the date hereof, neither Sponsor or its Principal are involved in

development projects that will be adjacent to, or directly across the street from, the Property. In the event that Sponsor or its principal do become involved in any such development projects, Sponsor shall disclose such changes in an amendment to the Plan within thirty (30) days after such information is known.

The Property is not subject to any Landmarks Preservation Commission designation.

As against all other Unit Owners and the Board of Managers, and any mortgagees thereof, the Sponsor, or Sponsor's designee, their successors or assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other adjoining premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended.

The floor area of the Building is limited and may not be expanded using the Unused Development Rights Sponsor has reserved for itself. Additionally, the transfer of such Unused Development Rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

Based upon the approved New Building Plans for the construction of the Building, currently there are 0 (zero) square feet of Unused Development Rights. Additionally, if the floor area ratio for the zoning district changes in the future, such change may create excess transferable development rights and/or air rights at that time. Until such time that the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development rights and/or air rights that would be generated or how many stories that may be added to the adjoining properties.

Further, Sponsor and Sponsor's designee have bound themselves, and their successors or assigns, from transferring Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) as will allow any party, including Sponsor or Sponsor's designee, to build on or directly above the land and/or expand the Building.

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

175 East 82nd Street Condominium

7/6/2026

A CONDOMINIUM LOCATED AT

175 East 82nd Street

NEW YORK, NEW YORK

SCHEDULE A

Estimated Offering Prices and Related Information
All Projected Charges are for the Twelve-Month Period
Commencing July 1, 2027 and Ending June 30, 2028 ("First Year").

Unit (1)	Unit Description: Number of Bedrooms & Baths, Etc. (2)	Total Approximate Gross Square Footage of Unit (3)	Approx. Ext. Sq. Ft. of Uninhabitable Limited Common Elements (3)	Offering Price (4)	% of Common Interest (5)	Residential % of Common Interest (6)	Estimated Annual/ Common (First Year) (7)	Estimated Monthly Charges Year) (7)	Estimated Annual/ Real Est (First Year) (8)	Estimated Monthly ate Taxes Year) (8)	Estimated Annual/ Real Est Upon 100% (9)	Estimated Monthly ate Taxes Completion (9)	Estimated Monthly Carrying Charges (First Year) (10)	Estimated Annual Carrying Charges (First Year) (10)
3A	4BD/3.5Bth	2,810	0	$ 7,000,000.00	1.0944%	1.1272%	$44,167.40	$3,680.62	$48,278.67	$4,023.22	$68,969.54	$5,747.46	$7,703.84	$92,446.08
3B	2BD/2.5Bth	1,879	0	$ 4,700,000.00	0.7348%	0.7568%	$29,655.26	$2,471.27	$32,414.21	$2,701.18	$46,306.02	$3,858.83	$5,172.46	$62,069.47
3C*	2BD/2.5Bth/P	1,659	0	$ 4,200,000.00	0.6566%	0.6763%	N/A	N/A	$28,966.35	$2,413.86	$41,380.50	$3,448.37	$2,413.86	$28,966.35
4A	4BD/3.5Bth	2,810	0	N/A	1.1100%	1.1433%	$44,798.36	$3,733.20	$48,968.25	$4,080.69	$69,954.64	$5,829.55	$7,813.88	$93,766.61
4B	2BD/2.5Bth	1,879	0	N/A	0.7661%	0.7890%	$30,917.18	$2,576.43	$33,793.36	$2,816.11	$48,276.23	$4,023.02	$5,392.54	$64,710.54
4C	1BD/2Bth	1,095	0	$ 2,700,000.00	0.4221%	0.4348%	$17,036.00	$1,419.67	$18,622.75	$1,551.90	$26,603.93	$2,216.99	$2,971.56	$35,658.75
4D	3BD/3Bth	2,251	0	$ 5,500,000.00	0.8599%	0.8857%	$34,702.96	$2,891.91	$37,935.08	$3,161.26	$54,192.97	$4,516.08	$6,053.17	$72,638.04
5A	4BD/3.5Bth	2,810	0	N/A	1.1257%	1.1594%	$45,429.33	$3,785.78	$49,657.82	$4,138.15	$70,939.74	$5,911.65	$7,923.93	$95,087.15
5B	2BD/2.5Bth	1,879	0	N/A	0.7817%	0.8052%	$31,548.14	$2,629.01	$34,487.22	$2,873.93	$49,267.45	$4,105.62	$5,502.95	$66,035.36
5C	1BD/2Bth	1,095	0	N/A	0.4378%	0.4509%	$17,666.96	$1,472.25	$19,312.33	$1,609.36	$27,589.04	$2,299.09	$3,081.61	$36,979.29
5D	3BD/3Bth	2,251	0	N/A	0.8755%	0.9018%	$35,333.92	$2,944.49	$38,624.65	$3,218.72	$55,178.08	$4,598.17	$6,163.21	$73,958.57
6A	4BD/3.5Bth	2,810	0	N/A	1.1413%	1.1755%	$46,060.29	$3,838.36	$50,347.39	$4,195.62	$71,924.85	$5,993.74	$8,033.97	$96,407.68
6B	2BD/2.5Bth	1,863	0	N/A	0.7973%	0.8213%	$32,179.11	$2,681.59	$35,176.79	$2,931.40	$50,252.55	$4,187.71	$5,612.99	$67,355.89
6C	1BD/2Bth	1,095	0	N/A	0.4534%	0.4670%	$18,297.92	$1,524.83	$20,001.90	$1,666.82	$28,574.14	$2,381.18	$3,191.65	$38,299.82
6D	3BD/3Bth	2,251	0	N/A	0.8911%	0.9179%	$35,964.88	$2,997.07	$39,314.23	$3,276.19	$56,163.18	$4,680.27	$6,273.26	$75,279.11
7A	3BD/3.5Bth	2,285	0	N/A	0.9224%	0.9502%	$37,226.81	$3,102.23	$40,696.37	$3,391.36	$58,137.67	$4,844.81	$6,493.60	$77,923.18
7B	2BD/2.5Bth	1,863	0	N/A	0.8286%	0.8535%	$33,441.03	$2,786.75	$36,555.93	$3,046.33	$52,222.76	$4,351.90	$5,833.08	$69,996.97
7C	1BD/2Bth	1,095	0	N/A	0.4690%	0.4831%	$18,928.89	$1,577.41	$20,691.47	$1,724.29	$29,559.25	$2,463.27	$3,301.70	$39,620.36
7D	3BD/3Bth	2,251	0	N/A	0.9068%	0.9340%	$36,595.85	$3,049.65	$40,003.80	$3,333.65	$57,148.28	$4,762.36	$6,383.30	$76,599.65
8A	3BD/3.5Bth	2,285	0	N/A	0.9693%	0.9984%	$39,119.70	$3,259.97	$42,762.09	$3,563.51	$61,088.70	$5,090.73	$6,823.48	$81,881.79
8B	2BD/2.5Bth	1,879	0	N/A	0.8599%	0.8857%	$34,702.96	$2,891.91	$37,935.08	$3,161.26	$54,192.97	$4,516.08	$6,053.17	$72,638.04
8C	1BD/2Bth	1,095	0	N/A	0.5003%	0.5153%	$20,190.81	$1,682.57	$22,070.62	$1,839.22	$31,529.45	$2,627.45	$3,521.79	$42,261.43
8D	3BD/3Bth	2,251	0	N/A	0.9537%	0.9823%	$38,488.74	$3,207.39	$42,072.52	$3,506.04	$60,103.60	$5,008.63	$6,713.44	$80,561.25
9A	4BD/4.5Bth/P/T	3,430	1,866	N/A	2.0324%	2.0934%	$82,025.17	$6,835.43	$89,661.62	$7,471.80	$128,088.03	$10,674.00	$14,307.23	$171,686.79
9B	3BD/3Bth/T	1,962	439	N/A	1.0162%	1.0467%	$41,012.59	$3,417.72	$44,830.81	$3,735.90	$64,044.01	$5,337.00	$7,153.62	$85,843.40
10A	2BD/2.5Bth	1,728	0	$ 5,500,000.00	0.8599%	0.8857%	$34,702.96	$2,891.91	$37,935.08	$3,161.26	$54,192.97	$4,516.08	$6,053.17	$72,638.04
10B	2BD/2.5Bth	1,667	0	$ 5,200,000.00	0.8130%	0.8374%	$32,810.07	$2,734.17	$35,866.36	$2,988.86	$51,237.66	$4,269.80	$5,723.04	$68,676.43
10C	3BD/3Bth	1,967	0	$ 6,000,000.00	0.9380%	0.9662%	$37,857.77	$3,154.81	$41,382.95	$3,448.58	$59,118.49	$4,926.54	$6,603.39	$79,240.72
11A	2BD/2.5Bth	1,728	0	N/A	0.8755%	0.9018%	$35,333.92	$2,944.49	$38,624.65	$3,218.72	$55,178.08	$4,598.17	$6,163.21	$73,958.57
11B	2BD/2.5Bth	1,667	0	N/A	0.8286%	0.8535%	$33,441.03	$2,786.75	$36,555.93	$3,046.33	$52,222.76	$4,351.90	$5,833.08	$69,996.97
11C	3BD/3Bth	1,967	0	N/A	0.9537%	0.9823%	$38,488.74	$3,207.39	$42,072.52	$3,506.04	$60,103.60	$5,008.63	$6,713.44	$80,561.25
12A	2BD/2.5Bth	1,728	0	N/A	0.9068%	0.9340%	$36,595.85	$3,049.65	$40,003.80	$3,333.65	$57,148.28	$4,762.36	$6,383.30	$76,599.65
12B	2BD/2.5Bth	1,667	0	N/A	0.8442%	0.8696%	$34,072.00	$2,839.33	$37,245.51	$3,103.79	$53,207.87	$4,433.99	$5,943.13	$71,317.50
12C	3BD/3Bth	1,967	0	N/A	0.9693%	0.9984%	$39,119.70	$3,259.97	$42,762.09	$3,563.51	$61,088.70	$5,090.73	$6,823.48	$81,881.79
14A	2BD/2.5Bth	1,728	0	N/A	0.9224%	0.9501%	$37,226.81	$3,102.23	$40,693.37	$3,391.11	$58,133.39	$4,844.45	$6,493.35	$77,920.18
14B	2BD/2.5Bth	1,667	0	N/A	0.8755%	0.9018%	$35,333.92	$2,944.49	$38,624.65	$3,218.72	$55,178.08	$4,598.17	$6,163.21	$73,958.57
14C	3BD/3Bth	1,967	0	N/A	1.0006%	1.0306%	$40,381.62	$3,365.14	$44,141.24	$3,678.44	$63,058.91	$5,254.91	$7,043.57	$84,522.86
15A	2BD/2.5Bth	1,728	0	N/A	0.9380%	0.9662%	$37,857.77	$3,154.81	$41,382.95	$3,448.58	$59,118.49	$4,926.54	$6,603.39	$79,240.72
15B	2BD/2.5Bth	1,667	0	N/A	0.8911%	0.9179%	$35,964.88	$2,997.07	$39,314.23	$3,276.19	$56,163.18	$4,680.27	$6,273.26	$75,279.11
15C	3BD/3Bth	1,967	0	N/A	1.0162%	1.0467%	$41,012.59	$3,417.72	$44,830.81	$3,735.90	$64,044.01	$5,337.00	$7,153.62	$85,843.40
16A	2BD/2.5Bth	1,728	0	N/A	0.9693%	0.9984%	$39,119.70	$3,259.97	$42,762.09	$3,563.51	$61,088.70	$5,090.73	$6,823.48	$81,881.79
16B	2BD/2.5Bth	1,667	0	N/A	0.9224%	0.9501%	$37,226.81	$3,102.23	$40,693.37	$3,391.11	$58,133.39	$4,844.45	$6,493.35	$77,920.18
16C	3BD/3Bth	1,967	0	N/A	1.0475%	1.0789%	$42,274.51	$3,522.88	$46,209.96	$3,850.83	$66,014.22	$5,501.19	$7,373.71	$88,484.47
17A	4BD/4.5Bth	2,989	0	$ 9,500,000.00	1.4852%	1.5298%	$59,941.47	$4,995.12	$65,522.28	$5,460.19	$93,603.26	$7,800.27	$10,455.31	$125,463.76
17B	3BD/3.5Bth	2,436	0	$ 8,200,000.00	1.2820%	1.3205%	$51,738.96	$4,311.58	$56,557.83	$4,713.15	$80,796.91	$6,733.08	$9,024.73	$108,296.79
18A	4BD/4.5Bth	2,989	0	N/A	1.5009%	1.5459%	$60,572.44	$5,047.70	$66,211.86	$5,517.65	$94,588.36	$7,882.36	$10,565.36	$126,784.29
18B	3BD/3.5Bth	2,436	0	N/A	1.2976%	1.3366%	$52,369.92	$4,364.16	$57,247.41	$4,770.62	$81,782.01	$6,815.17	$9,134.78	$109,617.33
19A	4BD/4.5Bth	2,989	0	N/A	1.5165%	1.5620%	$61,203.40	$5,100.28	$66,901.43	$5,575.12	$95,573.47	$7,964.46	$10,675.40	$128,104.83

Unit	Unit Description: Number of Bedrooms & Baths, Etc.	Total Approximate Gross Square Footage of Unit	Approx. Ext. Sq. Ft. of Uninhabitable Limited Common Elements	Offering Price	% of Common Interest	Residential % of Common Interest	Estimated Annual/ Monthly Common Charges (First Year)		Estimated Annual/ Monthly Real Estate Taxes (First Year)		Estimated Annual/ Monthly Real Estate Taxes Upon 100% Completion		Estimated Monthly Carrying Charges (First Year)	Estimated Annual Carrying Charges (First Year)
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(10)	(10)
19B	3BD/3.5Bth	2,436	0	N/A	1.3133%	1.3527%	$53,000.88	$4,416.74	$57,936.98	$4,828.08	$82,767.11	$6,897.26	$9,244.82	$110,937.86
20A	4BD/4.5Bth	2,989	0	N/A	1.5321%	1.5781%	$61,834.36	$5,152.86	$67,591.00	$5,632.58	$96,558.57	$8,046.55	$10,785.45	$129,425.36
20B	3BD/3.5Bth	2,436	0	N/A	1.3289%	1.3688%	$53,631.84	$4,469.32	$58,626.55	$4,885.55	$83,752.22	$6,979.35	$9,354.87	$112,258.40
21A	4BD/4.5Bth	2,989	0	N/A	1.5634%	1.6103%	$63,096.29	$5,258.02	$68,970.15	$5,747.51	$98,528.78	$8,210.73	$11,005.54	$132,066.43
21B	3BD/3.5Bth	2,436	0	N/A	1.3445%	1.3849%	$54,262.81	$4,521.90	$59,316.13	$4,943.01	$84,737.32	$7,061.44	$9,464.91	$113,578.93
26A	4BD/4.5Bth	3,012	0	N/A	1.6728%	1.7230%	$67,513.03	$5,626.09	$73,797.16	$6,149.76	$105,424.51	$8,785.38	$11,775.85	$141,310.19
26B	3BD/3.5Bth	2,425	0	N/A	1.4852%	1.5298%	$59,941.47	$4,995.12	$65,522.28	$5,460.19	$93,603.26	$7,800.27	$10,455.31	$125,463.76
27A	4BD/4.5Bth	2,966	0	N/A	1.6885%	1.7391%	$68,143.99	$5,678.67	$74,486.73	$6,207.23	$106,409.62	$8,867.47	$11,885.89	$142,630.72
27B	3BD/3.5Bth	2,425	0	N/A	1.5009%	1.5459%	$60,572.44	$5,047.70	$66,211.86	$5,517.65	$94,588.36	$7,882.36	$10,565.36	$126,784.29
28A	4BD/4.5Bth	3,012	0	N/A	1.7041%	1.7552%	$68,774.95	$5,731.25	$75,176.30	$6,264.69	$107,394.72	$8,949.56	$11,995.94	$143,951.26
28B	3BD/3.5Bth	2,425	0	N/A	1.5165%	1.5620%	$61,203.40	$5,100.28	$66,901.43	$5,575.12	$95,573.47	$7,964.46	$10,675.40	$128,104.83
29A	4BD/4.5Bth	3,012	0	N/A	1.7197%	1.7713%	$69,405.92	$5,783.83	$75,865.88	$6,322.16	$108,379.82	$9,031.65	$12,105.98	$145,271.79
29B	3BD/3.5Bth	2,425	0	N/A	1.5321%	1.5781%	$61,834.36	$5,152.86	$67,591.00	$5,632.58	$96,558.57	$8,046.55	$10,785.45	$129,425.36
30A	4BD/4.5Bth	3,012	0	N/A	1.7354%	1.7874%	$70,036.88	$5,836.41	$76,555.45	$6,379.62	$109,364.93	$9,113.74	$12,216.03	$146,592.33
30B	3BD/3.5Bth	2,425	0	N/A	1.5478%	1.5942%	$62,465.32	$5,205.44	$68,280.57	$5,690.05	$97,543.68	$8,128.64	$10,895.49	$130,745.90
31A	4BD/4.5Bth	3,012	0	N/A	1.7666%	1.8196%	$71,298.80	$5,941.57	$77,934.60	$6,494.55	$111,335.14	$9,277.93	$12,436.12	$149,233.40
31B	3BD/3.5Bth	2,425	0	N/A	1.5790%	1.6264%	$63,727.25	$5,310.60	$69,659.72	$5,804.98	$99,513.89	$8,292.82	$11,115.58	$133,386.97
PH4	5BD/4.5Bth/DX/L/M/P	4,736	235	$ 24,000,000.00	3.7522%	3.8647%	$151,431.09	$12,619.26	$165,527.50	$13,793.96	$236,467.85	$19,705.65	$26,413.22	$316,958.59
32B	4BD/3.5Bth	2,730	0	$ 11,000,000.00	1.7197%	1.7713%	$69,405.92	$5,783.83	$75,865.88	$6,322.16	$108,379.82	$9,031.65	$12,105.98	$145,271.79
33B	4BD/3.5Bth	2,730	0	N/A	1.7354%	1.7874%	$70,036.88	$5,836.41	$76,555.45	$6,379.62	$109,364.93	$9,113.74	$12,216.03	$146,592.33
PH3	5BD/4.5Bth/DX/L/M/P	4,736	235	N/A	3.8488%	4.0256%	$157,740.72	$13,145.06	$172,418.94	$14,368.25	$246,312.78	$20,526.06	$27,513.31	$330,159.66
34B	4BD/3.5Bth	2,730	0	N/A	1.7510%	1.8035%	$70,667.84	$5,888.99	$77,245.02	$6,437.09	$110,350.03	$9,195.84	$12,326.07	$147,912.86
35B	4BD/3.5Bth	2,730	0	N/A	1.7979%	1.8519%	$72,560.73	$6,046.73	$79,318.03	$6,609.84	$113,311.46	$9,442.62	$12,656.56	$151,878.76
PH2	6BD/7.5Bth/D/L/P	5,481	235	N/A	5.1421%	5.3138%	$208,217.75	$17,351.48	$227,593.35	$18,966.11	$325,133.36	$27,094.45	$36,317.59	$435,811.10
PH1	5BD/4.5Bth/D/DX/LB/P/T	6,279	2449	N/A	5.4616%	5.6359%	$220,837.01	$18,403.08	$241,389.09	$20,115.76	$344,841.56	$28,736.80	$38,518.84	$462,226.10
Residential Totals:		174,858	5,459	$93,500,000.00	97.0000%	100.0000%	$3,891,779.00	$324,314.92	$4,283,060.72	$356,921.73	$6,118,658.16	$509,888.18	$681,236.64	$8,174,839.72
C	Commercial Unit	3,889	0	N/A	3.0000%	N/A	$29,141.00	$2,428.42	$149,887.00	$12,490.58	$214,124.00	$17,843.67	$14,919.00	$179,028.00
Unit Grand Total:		178,747	5,459	$93,500,000.00	100.0000%		$3,920,920.00	$326,743.33	$4,432,947.72	$369,412.31	$6,332,782.16	$527,731.85	$696,155.64	$8,353,867.72

Total Offering

* Superintendent's Unit(s).

BD - denotes bedroom(s)
Bth - denotes bathroom(s)
DN- denotes den(s)
DX - denotes duplex
L- denotes private loggia(s)
LB- denotes library
M- denotes media room
P- Parking Space
T - denotes private terrace(s)

Note: For any Residential Unit with nonhabitable Limited Common Elements appurtenant thereto, such as a balcony, loggia or terrace, such spaces may not be legally used as a bedroom or living room and doing so may result in a building code violation being issued for the Building.

N/A - denotes not applicable to Units initially withheld from offering. Sponsor shall amend Schedule A at such time withheld Units are offered.

NOTES TO SCHEDULE A

Offering Prices and Related Information

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

2. Set forth in column numbered (2), titled "Unit Description: Number of Bedrooms & Bathrooms, etc." is a description of the Unit's layout, including the number of bedrooms and bathrooms. Also set forth is whether a Unit has a private balcony, loggia, terrace and/or roof terrace. The number of rooms in each bedroom type Unit is set forth below and is not calculated on the basis of any industry standard:

Bedroom Type	Rooms
One (1) Bedroom	3.5
Two (2) Bedroom	4.5
Three (3) Bedroom	5.5
Four (4) Bedroom	6.5
Five (5) Bedroom	7.5
Six (6) Bedroom	8.5

The 73 Residential Units will consist of five (5) one-bedroom apartments, nineteen (19) two-bedroom apartments, twenty-five (25) three-bedroom apartments, twenty (20) four-bedroom apartments, two (2) five-bedroom duplex apartments, one (1) five-bedroom duplex penthouse apartment, and one (1) six-bedroom penthouse apartment. The superintendent's apartment (the "Superintendent's Unit") will be located on the second floor (Marketing Floor 3) of the Building and shall be sold to the Board of Managers of the Condominium on behalf of all of the Unit Owners. Additionally, there is one (1) Commercial Unit.

Please see the Floor layouts of the Units set forth in Part II of the offering for more information regarding Unit Layouts.

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

3. The approximate gross square foot area for a Unit located on a floor with multiple Units, has been measured horizontally on each of one or more floors from the exterior side of the exterior walls to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of corridor walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within

the Unit), were not deducted from the square foot area of the Units. Outdoor floor area of a balcony, loggia, terrace or roof terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

The approximate gross square foot area for a Unit located on a floor where it is the only Unit, is obtained by measuring the floor area of the Unit on one or more floors, horizontally from the exterior side of the exterior walls at the Building (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, public corridors, stairs, the elevator and other mechanical equipment spaces or any Common Elements within a Unit, if any, are not deducted) to the exterior side of the exterior walls or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows at the Building. Outdoor floor area of a balcony, loggia, terrace or roof terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

Measured vertically, each Unit will consist of the volume 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 gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these approximate gross square footages may significantly exceed the useable floor area of each Unit. Further, it is noted that due to the thickness of the exterior walls the actual floor area of a Unit shall be significantly less than the gross square footage set forth in Schedule A. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.

4. The column numbered (4), titled "Offering Price," is the offering price of the Residential Unit to Purchasers. A Residential Unit's allocated portion of the offering price of the Superintendent's Unit to the Board of Managers on behalf of all of the Unit Owners is set forth on Schedule A-1. Offering Prices for the individual Storage Space Licenses are set forth on Schedule A-2, which are set forth hereinafter.

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

   In addition to the purchase price, a Purchaser will be responsible at closing of title for certain other expenses as explained in the section titled "Unit Closing Costs and Adjustments" set forth in Part I. Included in these costs is the Purchaser's contribution to the Working Capital Fund and to the Reserve Fund, each such contribution being in the amount of one (1) month's Common Charges for the Unit being purchased at the time of closing, payable to the Board of Managers of the Condominium. While general guidelines to certain expenses of Purchaser are approximated in such section, Sponsor is unable to

approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors as the cost and size of a particular Unit, whether mortgage financing is obtained and Purchaser's attorneys' fees. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit.

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

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

7. These estimates as set forth in column numbered (7) are based upon the "Projected Budget for the First Year of Condominium Operation," which was prepared for the year commencing July 1, 2027 and which will appear in Schedule B in the Plan, hereinafter referred to as the "First Year". Included in these charges, amongst other costs, are the cost of insurance for the Property, repairs & maintenance for the common areas and, with respect to Common Charges for the Residential Units, electricity for common areas. It does not include the cost of electricity for individual Units, which will be separately metered or submetered and billed by the utility company or the Board of Managers to each Unit Owner. See "Schedule B, Projected Budget for First Year of Condominium Operation" located in Part I of the Plan for a further discussion of Shared Expenses and Residential and Commercial Common Expenses.

   In addition to the aforementioned charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit, if any; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit, including, without limitation, the equipment and appliances contained therein; and (iii) the cost of any insurance covering (A) furniture, belongings, equipment and other

personal property and (B) liability to others for personal injury or property damage as a result of occurrences in his Unit.

8. The estimates set forth in column numbered (8) are a calculation of real estate taxes due for each Unit for the First Year of Condominium operation commencing July 1, 2027 and ending June 30, 2028 ("First Year"). Therefore, the estimates are based upon the 2027/2028 tax year which shall commence on July 1, 2027. Estimates of real estate taxes due for the Units are based upon (i) the projected assessed valuation and tax classification of all of the Units upon partial completion of construction, which is assumed to be prior to January 5, 2027, for assessment purposes for the 2027/2028 tax year; and (ii) the projected tax rates for the 2027/2028 tax year. The estimated taxable assessed valuation as apportioned to all of the Residential Units and to the Commercial Unit, as well as the projected tax rates have been projected by Tuchman, Weiss, Liebman & Lindemann, LLP ("TWLL"), 551 Fifth Avenue, Suite 1610, New York, NY 10176. A copy of TWLL's letter is set forth in Part II of the Plan.

   As stated above, Sponsor's projection of real estate taxes for all of the Units for the First Year of Condominium operation is based, in part, upon a projection by TWLL, who appraised the forecasted full assessment value of the entire Property upon partial completion for 2027/2028 tax year.

   Upon partial completion of construction, assumed to be prior to January 5, 2027 for projection purposes, the projected taxable assessment as apportioned to all of the Residential Units is projected as $34,432,528.00 for the 2027/2028 tax year. TWLL has also projected the tax rate to be 12.439% for the 2027/2028 tax year.

   Real Estate Taxes payable during tax year 2027/2028 by all of the Residential Units are projected as follows:

2027/2028 forecasted full assessment (Residential Units only):	$	34,432,528.00
Estimated Taxes Payable @ 12.439% Tax Rate:	$	4,283,062.00

   Based upon the above assumptions and the projected assessment and tax rate, the aggregate real estate taxes for all Residential Units for the First Year of Condominium operation are projected to be approximately $4,283,062.00.

   Upon partial completion of construction, assumed to be prior to January 5, 2027 for projection purposes, the projected taxable assessment as apportioned to the Commercial Unit is projected as $1,381,701.00 for the 2027/2028 tax year. TWLL has also projected the tax rate to be 10.848% for the 2027/2028 tax year.

   Real Estate Taxes payable during tax year 2027/2028 by the Commercial Unit are projected as follows:

2027/2028 forecasted full assessment (Commercial Unit only):	$	1,381,701.00
Estimated Taxes Payable @ 10.848%:	$	149,887.00

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for the Commercial Unit for the First Year of Condominium operation are projected to be approximately $149,887.00.

See the "Estimate of Post-Construction Assessment" set forth in Part II of the Plan for further details.

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

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rate above those projected for the 2027/2028 tax year, the 2028/2029 tax year or subsequent years. As a result, aggregate real estate taxes due for the Property may be substantially higher for the 2028/2029 tax year than for the 2027/2028 tax year. Purchasers are advised that real estate taxes may increase materially when the building is reassessed after construction is complete.

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

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay

the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest. Notwithstanding anything to the contrary herein, Sponsor shall have the sole and absolute discretion to elect, in lieu of establishing at the First Unit Closing the real estate tax escrow described immediately hereinabove, to cause the Board of Managers (for so long as Sponsor controls the same), pursuant to Article VI Section 17 of the By-Laws, to charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, until the Units have been separately assessed for real estate tax purposes.

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

As disclosed in the Counsel's Income Tax Opinion Letter in part I of the Offering Plan, it is opined that a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $40,000 in the case of an individual filing as single, head of household or married filing jointly ($20,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code. The Federal limitation on the deduction for real estate taxes applies in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return).

9. Upon one hundred percent (100%) completion of the construction which is assumed to be prior to January 5, 2028 for assessment purposes; and the implementation of the post construction forecasted total assessment of the Property as projected by Tuchman, Weiss, Liebman & Lindemann, LLP, the estimated annual/monthly real estate taxes for the period July 1, 2028 to June 30, 2029 for each of the Units is set forth in column numbered 9.

FURTHER, PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2028/2029 POST CONSTRUCTION ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $49,189,325.00 AND A PROJECTED TAX RATE OF 12.439% FOR THE

RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2028/2029 TAX YEAR WOULD BE APPROXIMATELY $6,118,660.00.

FURTHER, PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2028/2029 POST CONSTRUCTION ASSESSMENT FOR THE COMMERCIAL UNIT OF $1,973,858.00 AND A PROJECTED TAX RATE OF 10.848% FOR THE COMMERCIAL UNIT, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2028/2029 TAX YEAR WOULD BE APPROXIMATELY $214,124.00.

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

11. The payment of real estate transfer taxes is the statutory obligation of the seller. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT and New York State Transfer Taxes ("Deed Stamps") to be paid for the Unit and any Storage Space License, as well as the Purchaser's payment of Sponsor's legal fees as set forth in the "Unit Closing Costs and Adjustments" section in Part I of this Offering Plan. A Purchaser purchasing a Storage Space License is advised that payment for such Storage Space License shall be deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the purchase price for the Residential Unit for the purposes of computing any applicable transfer taxes, including the NYC Transfer Tax, NYS Transfer Tax, and Mansion Tax. See the "Unit Closing Costs and Adjustments" section in Part I of this Offering Plan for more details.

175 East 82nd Street Condominium

8.19.26

A CONDOMINIUM LOCATED AT

175 East 82nd Street

NEW YORK, NEW YORK

SCHEDULE A-1

Estimated Offering Prices and Related Information

All Projected Charges are for the Twelve-Month Period

Commencing July 1, 2027 and Ending June 30, 2028 ("First Year").

Unit (1)	Unit Description: Number of Bedrooms & Baths, Etc. (2)	Total Approximate Square Footage of Unit* (3)	Approx. Ext. Sq. Ft. of Uninhabitable Limited Common Elements (3)	Offering Price (4)	Share of Superintendent's Unit Purchase Price (4)	% of Common Interest (5)	Residential % of Common Interest (6)	Estimated Annual/ Common (First Year) (7)	Estimated Monthly Charges (First Year) (7)	Estimated Annual/ Real Est (First Year) (8)	Estimated Monthly ate Taxes (First Year) (8)	Estimated Annual/ Real Est Upon 100% (9)	Estimated Monthly ate Taxes Completion (9)	Estimated Monthly Carrying Charges (First Year) (10)	Estimated Annual Carrying Charges (First Year) (10)
3A	4BD/3.5Bth	2,810	0	See Schedule A	$49,853.98	1.0944%	1.1272%	$44,167.40	$3,680.62	$48,278.67	$4,023.22	$68,969.54	$5,747.46	$7,703.84	$92,446.08
3B	2BD/2.5Bth	1,879	0	See Schedule A	$33,473.39	0.7348%	0.7568%	$29,655.26	$2,471.27	$32,414.21	$2,701.18	$46,306.02	$3,858.83	$5,172.46	$62,069.47
3C*	2BD/2.5Bth/P	1,659	0	See Schedule A	N/A	0.6566%	0.6763%	N/A	N/A	$28,966.35	$2,413.86	$41,380.50	$3,448.37	$2,413.86	$28,966.35
4A	4BD/3.5Bth	2,810	0	See Schedule A	$50,566.18	1.1100%	1.1433%	$44,798.36	$3,733.20	$48,968.25	$4,080.69	$69,954.64	$5,829.55	$7,813.88	$93,766.61
4B	2BD/2.5Bth	1,879	0	See Schedule A	$34,897.79	0.7661%	0.7890%	$30,917.18	$2,576.43	$33,793.36	$2,816.11	$48,276.23	$4,023.02	$5,392.54	$64,710.54
4C	1BD/2Bth	1,095	0	See Schedule A	$19,229.39	0.4221%	0.4348%	$17,036.00	$1,419.67	$18,622.75	$1,551.90	$26,603.93	$2,216.99	$2,971.56	$35,658.75
4D	3BD/3Bth	2,251	0	See Schedule A	$39,170.98	0.8599%	0.8857%	$34,702.96	$2,891.91	$37,935.08	$3,161.26	$54,192.97	$4,516.08	$6,053.17	$72,638.04
5A	4BD/3.5Bth	2,810	0	See Schedule A	$51,278.38	1.1257%	1.1594%	$45,429.33	$3,785.78	$49,657.82	$4,138.15	$70,939.74	$5,911.65	$7,923.93	$95,087.15
5B	2BD/2.5Bth	1,879	0	See Schedule A	$35,609.99	0.7817%	0.8052%	$31,548.14	$2,629.01	$34,487.22	$2,873.93	$49,267.45	$4,105.62	$5,502.95	$66,035.36
5C	1BD/2Bth	1,095	0	See Schedule A	$19,941.59	0.4378%	0.4509%	$17,666.96	$1,472.25	$19,312.33	$1,609.36	$27,589.04	$2,299.09	$3,081.61	$36,979.29
5D	3BD/3Bth	2,251	0	See Schedule A	$39,883.18	0.8755%	0.9018%	$35,333.92	$2,944.49	$38,624.65	$3,218.72	$55,178.08	$4,598.17	$6,163.21	$73,958.57
6A	4BD/3.5Bth	2,810	0	See Schedule A	$51,990.58	1.1413%	1.1755%	$46,060.29	$3,838.36	$50,347.39	$4,195.62	$71,924.85	$5,993.74	$8,033.97	$96,407.68
6B	2BD/2.5Bth	1,863	0	See Schedule A	$36,322.19	0.7973%	0.8213%	$32,179.11	$2,681.59	$35,176.79	$2,931.40	$50,252.55	$4,187.71	$5,612.99	$67,355.89
6C	1BD/2Bth	1,095	0	See Schedule A	$20,653.79	0.4534%	0.4670%	$18,297.92	$1,524.83	$20,001.90	$1,666.82	$28,574.14	$2,381.18	$3,191.65	$38,299.82
6D	3BD/3Bth	2,251	0	See Schedule A	$40,595.38	0.8911%	0.9179%	$35,964.88	$2,997.07	$39,314.23	$3,276.19	$56,163.18	$4,680.27	$6,273.26	$75,279.11
7A	3BD/3.5Bth	2,285	0	See Schedule A	$42,019.78	0.9224%	0.9502%	$37,226.81	$3,102.23	$40,696.37	$3,391.36	$58,137.67	$4,844.81	$6,493.60	$77,923.18
7B	2BD/2.5Bth	1,863	0	See Schedule A	$37,746.58	0.8286%	0.8535%	$33,441.03	$2,786.75	$36,555.93	$3,046.33	$52,222.76	$4,351.90	$5,833.08	$69,996.97
7C	1BD/2Bth	1,095	0	See Schedule A	$21,365.99	0.4690%	0.4831%	$18,928.89	$1,577.41	$20,691.47	$1,724.29	$29,559.25	$2,463.27	$3,301.70	$39,620.36
7D	3BD/3Bth	2,251	0	See Schedule A	$41,307.58	0.9068%	0.9340%	$36,595.85	$3,049.65	$40,003.80	$3,333.65	$57,148.28	$4,762.36	$6,383.30	$76,599.65
8A	3BD/3.5Bth	2,285	0	See Schedule A	$44,156.38	0.9693%	0.9984%	$39,119.70	$3,259.97	$42,762.09	$3,563.51	$61,088.70	$5,090.73	$6,823.48	$81,881.79
8B	2BD/2.5Bth	1,879	0	See Schedule A	$39,170.98	0.8599%	0.8857%	$34,702.96	$2,891.91	$37,935.08	$3,161.26	$54,192.97	$4,516.08	$6,053.17	$72,638.04
8C	1BD/2Bth	1,095	0	See Schedule A	$22,790.39	0.5003%	0.5153%	$20,190.81	$1,682.57	$22,070.62	$1,839.22	$31,529.45	$2,627.45	$3,521.79	$42,261.43
8D	3BD/3Bth	2,251	0	See Schedule A	$43,444.18	0.9537%	0.9823%	$38,488.74	$3,207.39	$42,072.52	$3,506.04	$60,103.60	$5,008.63	$6,713.44	$80,561.25
9A	4BD/4.5Bth/P/T	3,430	1,866	See Schedule A	$92,585.96	2.0324%	2.0934%	$82,025.17	$6,835.43	$89,661.62	$7,471.80	$128,088.03	$10,674.00	$14,307.23	$171,686.79
9B	3BD/3Bth/T	1,962	439	See Schedule A	$46,292.98	1.0162%	1.0467%	$41,012.59	$3,417.72	$44,830.81	$3,735.90	$64,044.01	$5,337.00	$7,153.62	$85,843.40
10A	2BD/2.5Bth	1,728	0	See Schedule A	$39,170.98	0.8599%	0.8857%	$34,702.96	$2,891.91	$37,935.08	$3,161.26	$54,192.97	$4,516.08	$6,053.17	$72,638.04
10B	2BD/2.5Bth	1,667	0	See Schedule A	$37,034.39	0.8130%	0.8374%	$32,810.07	$2,734.17	$35,866.36	$2,988.86	$51,237.66	$4,269.80	$5,723.04	$68,676.43
10C	3BD/3Bth	1,967	0	See Schedule A	$42,731.98	0.9380%	0.9662%	$37,857.77	$3,154.81	$41,382.95	$3,448.58	$59,118.49	$4,926.54	$6,603.39	$79,240.72
11A	2BD/2.5Bth	1,728	0	See Schedule A	$39,883.18	0.8755%	0.9018%	$35,333.92	$2,944.49	$38,624.65	$3,218.72	$55,178.08	$4,598.17	$6,163.21	$73,958.57
11B	2BD/2.5Bth	1,667	0	See Schedule A	$37,746.58	0.8286%	0.8535%	$33,441.03	$2,786.75	$36,555.93	$3,046.33	$52,222.76	$4,351.90	$5,833.08	$69,996.97
11C	3BD/3Bth	1,967	0	See Schedule A	$43,444.18	0.9537%	0.9823%	$38,488.74	$3,207.39	$42,072.52	$3,506.04	$60,103.60	$5,008.63	$6,713.44	$80,561.25
12A	2BD/2.5Bth	1,728	0	See Schedule A	$41,307.58	0.9068%	0.9340%	$36,595.85	$3,049.65	$40,003.80	$3,333.65	$57,148.28	$4,762.36	$6,383.30	$76,599.65
12B	2BD/2.5Bth	1,667	0	See Schedule A	$38,458.78	0.8442%	0.8696%	$34,072.00	$2,839.33	$37,245.51	$3,103.79	$53,207.87	$4,433.99	$5,943.13	$71,317.50
12C	3BD/3Bth	1,967	0	See Schedule A	$44,156.38	0.9693%	0.9984%	$39,119.70	$3,259.97	$42,762.09	$3,563.51	$61,088.70	$5,090.73	$6,823.48	$81,881.79
14A	2BD/2.5Bth	1,728	0	See Schedule A	$42,019.78	0.9224%	0.9501%	$37,226.81	$3,102.23	$40,693.37	$3,391.11	$58,133.39	$4,844.45	$6,493.35	$77,920.18
14B	2BD/2.5Bth	1,667	0	See Schedule A	$39,883.18	0.8755%	0.9018%	$35,333.92	$2,944.49	$38,624.65	$3,218.72	$55,178.08	$4,598.17	$6,163.21	$73,958.57
14C	3BD/3Bth	1,967	0	See Schedule A	$45,580.78	1.0006%	1.0306%	$40,381.62	$3,365.14	$44,141.24	$3,678.44	$63,058.91	$5,254.91	$7,043.57	$84,522.86
15A	2BD/2.5Bth	1,728	0	See Schedule A	$42,731.98	0.9380%	0.9662%	$37,857.77	$3,154.81	$41,382.95	$3,448.58	$59,118.49	$4,926.54	$6,603.39	$79,240.72
15B	2BD/2.5Bth	1,667	0	See Schedule A	$40,595.38	0.8911%	0.9179%	$35,964.88	$2,997.07	$39,314.23	$3,276.19	$56,163.18	$4,680.27	$6,273.26	$75,279.11
15C	3BD/3Bth	1,967	0	See Schedule A	$46,292.98	1.0162%	1.0467%	$41,012.59	$3,417.72	$44,830.81	$3,735.90	$64,044.01	$5,337.00	$7,153.62	$85,843.40
16A	2BD/2.5Bth	1,728	0	See Schedule A	$44,156.38	0.9693%	0.9984%	$39,119.70	$3,259.97	$42,762.09	$3,563.51	$61,088.70	$5,090.73	$6,823.48	$81,881.79
16B	2BD/2.5Bth	1,667	0	See Schedule A	$42,019.78	0.9224%	0.9501%	$37,226.81	$3,102.23	$40,693.37	$3,391.11	$58,133.39	$4,844.45	$6,493.35	$77,920.18
16C	3BD/3Bth	1,967	0	See Schedule A	$47,717.38	1.0475%	1.0789%	$42,274.51	$3,522.88	$46,209.96	$3,850.83	$66,014.22	$5,501.19	$7,373.71	$88,484.47
17A	4BD/4.5Bth	2,989	0	See Schedule A	$67,658.97	1.4852%	1.5298%	$59,941.47	$4,995.12	$65,522.28	$5,460.19	$93,603.26	$7,800.27	$10,455.31	$125,463.76
17B	3BD/3.5Bth	2,436	0	See Schedule A	$58,400.38	1.2820%	1.3205%	$51,738.96	$4,311.58	$56,557.83	$4,713.15	$80,796.91	$6,733.08	$9,024.73	$108,296.79
18A	4BD/4.5Bth	2,989	0	See Schedule A	$68,371.17	1.5009%	1.5459%	$60,572.44	$5,047.70	$66,211.86	$5,517.65	$94,588.36	$7,882.36	$10,565.36	$126,784.29
18B	3BD/3.5Bth	2,436	0	See Schedule A	$59,112.58	1.2976%	1.3366%	$52,369.92	$4,364.16	$57,247.41	$4,770.62	$81,782.01	$6,815.17	$9,134.78	$109,617.33
19A	4BD/4.5Bth	2,989	0	See Schedule A	$69,083.37	1.5165%	1.5620%	$61,203.40	$5,100.28	$66,901.43	$5,575.12	$95,573.47	$7,964.46	$10,675.40	$128,104.83
19B	3BD/3.5Bth	2,436	0	See Schedule A	$59,824.78	1.3133%	1.3527%	$53,000.88	$4,416.74	$57,936.98	$4,828.08	$82,767.11	$6,897.26	$9,244.82	$110,937.86
20A	4BD/4.5Bth	2,989	0	See Schedule A	$69,795.57	1.5321%	1.5781%	$61,834.36	$5,152.86	$67,591.00	$5,632.58	$96,558.57	$8,046.55	$10,785.45	$129,425.36
20B	3BD/3.5Bth	2,436	0	See Schedule A	$60,536.98	1.3289%	1.3688%	$53,631.84	$4,469.32	$58,626.55	$4,885.55	$83,752.22	$6,979.35	$9,354.87	$112,258.40
21A	4BD/4.5Bth	2,989	0	See Schedule A	$71,219.97	1.5634%	1.6103%	$63,096.29	$5,258.02	$68,970.15	$5,747.51	$98,528.78	$8,210.73	$11,005.54	$132,066.43
21B	3BD/3.5Bth	2,436	0	See Schedule A	$61,249.18	1.3445%	1.3849%	$54,262.81	$4,521.90	$59,316.13	$4,943.01	$84,737.32	$7,061.44	$9,464.91	$113,578.93
26A	4BD/4.5Bth	3,012	0	See Schedule A	$76,205.37	1.6728%	1.7230%	$67,513.03	$5,626.09	$73,797.16	$6,149.76	$105,424.51	$8,785.38	$11,775.85	$141,310.19

Unit	Unit Description: Number of Bedrooms & Baths, Etc. (2)	Total Approximate Square Footage of Unit* (3)	Approx. Ext. Sq. Ft. of Uninhabitable Limited Common Elements	Offering Price (4)	Share of Superintendent's Unit Purchase Price	% of Common Interest (5)	Residential % of Common Interest (6)	Estimated Annual/ Common (First (7)	Monthly Charges Year)	Estimated Annual/ Real Est (First (8)	Monthly ate Taxes Year)	Estimated Annual/ Real Est Upon 100% (9)	Monthly ate Taxes Completion)	Estimated Monthly Carrying Charges (First Year) (10)	Estimated Annual Carrying Charges (First Year) (10)
26B	3BD/3.5Bth	2,425	0	See Schedule A	$67,658.97	1.4852%	1.5298%	$59,941.47	$4,995.12	$65,522.28	$5,460.19	$93,603.26	$7,800.27	$10,455.31	$125,463.76
27A	4BD/4.5Bth	2,966	0	See Schedule A	$76,917.57	1.6885%	1.7391%	$68,143.99	$5,678.67	$74,486.73	$6,207.23	$106,409.62	$8,867.47	$11,885.89	$142,630.72
27B	3BD/3.5Bth	2,425	0	See Schedule A	$68,371.17	1.5009%	1.5459%	$60,572.44	$5,047.70	$66,211.86	$5,517.65	$94,588.36	$7,882.36	$10,565.36	$126,784.29
28A	4BD/4.5Bth	3,012	0	See Schedule A	$77,629.77	1.7041%	1.7552%	$68,774.95	$5,731.25	$75,176.30	$6,264.69	$107,394.72	$8,949.56	$11,995.94	$143,951.26
28B	3BD/3.5Bth	2,425	0	See Schedule A	$69,083.37	1.5165%	1.5620%	$61,203.40	$5,100.28	$66,901.43	$5,575.12	$95,573.47	$7,964.46	$10,675.40	$128,104.83
29A	4BD/4.5Bth	3,012	0	See Schedule A	$78,341.97	1.7197%	1.7713%	$69,405.92	$5,783.83	$75,865.88	$6,322.16	$108,379.82	$9,031.65	$12,105.98	$145,271.79
29B	3BD/3.5Bth	2,425	0	See Schedule A	$69,795.57	1.5321%	1.5781%	$61,834.36	$5,152.86	$67,591.00	$5,632.58	$96,558.57	$8,046.55	$10,785.45	$129,425.36
30A	4BD/4.5Bth	3,012	0	See Schedule A	$79,054.17	1.7354%	1.7874%	$70,036.88	$5,836.41	$76,555.45	$6,379.62	$109,364.93	$9,113.74	$12,216.03	$146,592.33
30B	3BD/3.5Bth	2,425	0	See Schedule A	$70,507.77	1.5478%	1.5942%	$62,465.32	$5,205.44	$68,280.57	$5,690.05	$97,543.68	$8,128.64	$10,895.49	$130,745.90
31A	4BD/4.5Bth	3,012	0	See Schedule A	$80,478.57	1.7666%	1.8196%	$71,298.80	$5,941.57	$77,934.60	$6,494.55	$111,335.14	$9,277.93	$12,436.12	$149,233.40
31B	3BD/3.5Bth	2,425	0	See Schedule A	$71,932.17	1.5790%	1.6264%	$63,727.25	$5,310.60	$69,659.72	$5,804.98	$99,513.89	$8,292.82	$11,115.58	$133,386.97
PH4	5BD/4.5Bth/DX/L/M/P	4,736	235	See Schedule A	$170,927.93	3.7522%	3.8647%	$151,431.09	$12,619.26	$165,527.50	$13,793.96	$236,467.85	$19,705.65	$26,413.22	$316,958.59
32B	4BD/3.5Bth	2,730	0	See Schedule A	$78,341.97	1.7197%	1.7713%	$69,405.92	$5,783.83	$75,865.88	$6,322.16	$108,379.82	$9,031.65	$12,105.98	$145,271.79
33B	4BD/3.5Bth	2,730	0	See Schedule A	$79,054.17	1.7354%	1.7874%	$70,036.88	$5,836.41	$76,555.45	$6,379.62	$109,364.93	$9,113.74	$12,216.03	$146,592.33
PH3	5BD/4.5Bth/DX/L/M/P	4,736	235	See Schedule A	$178,049.93	3.8488%	4.0256%	$157,740.72	$13,145.06	$172,418.94	$14,368.25	$246,312.78	$20,526.06	$27,513.31	$330,159.66
34B	4BD/3.5Bth	2,730	0	See Schedule A	$79,766.37	1.7510%	1.8035%	$70,667.84	$5,888.99	$77,245.02	$6,437.09	$110,350.03	$9,195.84	$12,326.07	$147,912.86
35B	4BD/3.5Bth	2,730	0	See Schedule A	$81,902.97	1.7979%	1.8519%	$72,560.73	$6,046.73	$79,318.03	$6,609.84	$113,311.46	$9,442.62	$12,656.56	$151,878.76
PH2	6BD/7.5Bth/D/L/P	5,481	235	See Schedule A	$235,025.91	5.1421%	5.3138%	$208,217.75	$17,351.48	$227,593.35	$18,966.11	$325,133.36	$27,094.45	$36,317.59	$435,811.10
PH1	5BD/4.5Bth/D/DX/LB/P/T	6,279	2449	See Schedule A	$249,269.90	5.4616%	5.6359%	$220,837.01	$18,403.08	$241,389.09	$20,115.76	$344,841.56	$28,736.80	$38,518.84	$462,226.10
Residential Totals:		174,858	5,459	See Schedule A	$ 4,392,847.84	97.0000%	100.0000%	$3,891,779.00	$324,314.92	$4,283,060.72	$356,921.73	$6,118,658.16	$509,888.18	$681,236.64	$8,174,839.72
C	Commercial Unit	3,889	0	N/A		3.0000%	N/A	$29,141.00	$2,428.42	$149,887.00	$12,490.58	$214,124.00	$17,843.67	$14,919.00	$179,028.00
Unit Grand Total:		178,747	5,459	$0.00		100.0000%		$3,920,920.00	$326,743.33	$4,432,947.72	$369,412.31	$6,332,782.16	$527,731.85	$696,155.64	$8,353,867.72

Total Offering

* Superintendent's Unit(s).

BD - denotes bedroom(s)
Bth - denotes bathroom(s)
DN- denotes den(s)
DX - denotes duplex
L- denotes private loggia(s)
LB- denotes library
M- denotes media room
P- Parking Space
T - denotes private terrace(s)
N/A - denotes not npplicable to Unit withheld from offering

Note: For any Residential Unit with nonhabitable Limited Common Elements appurtenant thereto, such as a balcony, loggia or terrace, such spaces may not be legally used as a bedroom or living room and doing so may result in a building code violation being issued for the Building.

NOTES TO SCHEDULE A-1

(1) The Percentage of Common Interest of the Superintendent's Unit is 0.6763%. The aggregate Percentage of Common Interest of all of the Residential Units not including the Superintendent's Unit is 99.3237%. Each Residential Unit's Proportionate Share of the aggregate Percentage of Common Interest of all the Residential Units equals the proportionate share obtained by dividing the Percentage of Common Interest of each Residential Unit by the aggregate Percentage of Common Interest of all of the Residential Units less the Percentage of Common Interest of the Superintendent's Unit.

$$\frac{\text{Residential Unit Percentage of Common Interest}}{\text{100.00\% less 0.6763\%}} \times 100\%$$

(2) At or subsequent to the First Unit Closing, but no later than the earlier to occur of: (i) the closing of title to all Residential Units; or (ii) the discharge by Sponsor of all then existing mortgage(s) encumbering the Superintendents Unit(s), Sponsor will execute, acknowledge and deliver to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, as its escrowee (the "Escrow Agent"), a Residential Unit Deed conveying title to a Residential Unit(s) (the "Superintendent's Unit") to the Board of Managers of the Condominium. Once the Deed is recorded, the Board of Managers will own such Unit on behalf of the Residential Unit Owners and will use the Unit(s) as the superintendent's residence. The Total Purchase Price for this Unit(s), which is currently anticipated to be Residential Unit 3C, will be $4,200,000.00 plus the closing costs detailed in Note (3) below (hereinafter "Total Purchase Price for the Superintendent's Unit"). Payment to Sponsor of the Total Purchase Price for the Superintendent's Unit by the Board of Managers shall be made in the following manner: At the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers such Purchaser's share of the cost of the Superintendent's Unit determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest of all Residential Units (after excluding the Common Interest attributable to the Superintendent's Unit). Each such payment shall be made to the Escrow Agent who shall deposit and hold all such payments together, for the benefit of Sponsor and the Board of Managers, in an interest-bearing attorney escrow account. The funds so deposited (together with all interest earned thereon) shall be unconditionally released to Sponsor on the date the deed to the Superintendent's Unit is recorded (the "Super's Recording Date"). Subsequent to the Super's Recording Date all proceeds from the sale of a Residential Unit(s), including the Purchaser's proportionate share of the Total Purchase Price of the Superintendent's Unit, will be payable by Purchaser to Sponsor or at Sponsor's direction and there will be no further obligation of Sponsor to escrow funds for the payment of the Total Purchase Price for the Superintendent's Unit. Pursuant to the terms of the Offering Plan, from the date of the First Unit Closing, all costs and expenses including Common Charges, real estate taxes, utility charges and other related expenses attributable to the Superintendent's Unit will be payable by the Board of Managers and included in the Common Charges payable by the Residential Unit Owners, and each Residential Unit

Owner will be individually liable therefor to the extent of his or her percentage of Common Interest. (See the sections of the Offering Plan titled "Unit Closing Costs and Adjustments" and the "Notes to Schedule B" for further details.) There is currently no mortgage on the Superintendent's Unit. In the event a mortgage is placed on the Superintendent's Unit in the future, such mortgage will be released prior to Sponsor transferring title of such Unit to the Condominium.

(3) Related Closing Costs ($186,988.57) for the Superintendent's Unit include and are estimated as follows: fee title insurance ($15,417.00); NYS Real Property Transfer Tax ($27,709.50); NYC Real Property Transfer Tax ($61,135.52); NYS Mansion Tax ($63,943.39); Sponsor legal fee ($3,000.00); Real Estate Tax Escrows ($14,483.16); and Recording fees and title charges ($1,300.00).

SCHEDULE A-2

OFFERING PRICES OF STORAGE SPACE LICENSES AND LICENSE FEE DURING THE FIRST YEAR OF CONDOMINIUM OPERATION BEGINNING JULY 1, 2027

Storage Room #	Floor	Approximate Gross Square Feet	Approximate Height	Offering Price	Monthly License Fee	Monthly License Fee 2nd Year Condominium Operation
1	Cellar	16	10’-0”	$35,000	-0-	$50.00
2	Cellar	16	10’-0”	$35,000	-0-	$50.00
3	Cellar	16	10’-0”	$35,000	-0-	$50.00
4	Cellar	16	10’-0”	$35,000	-0-	$50.00
5	Cellar	57	10’-0”	N/A	-0-	$50.00
6	Cellar	16	10’-0”	$35,000	-0-	$50.00
7	Cellar	71	10’-0”	N/A	-0-	$50.00
8	Cellar	16	10’-0”	$35,000	-0-	$50.00
9	Cellar	16	10’-0”	$35,000	-0-	$50.00
10	Cellar	16	10’-0”	$35,000	-0-	$50.00
11	Cellar	52	10’-0”	N/A	-0-	$50.00
12	Cellar	47	10’-0”	N/A	-0-	$50.00
13	Cellar	25	10’-0”	$45,000	-0-	$50.00
14	Cellar	31	10’-0”	N/A	-0-	$50.00
15	Cellar	31	10’-0”	N/A	-0-	$50.00

* See Note 4 of the Notes to Schedule A-2 for the Monthly License Fee of any Storage Space License due for the second year of Condominium Operation and any year thereafter.

NOTES TO SCHEDULE A-2

1. Sponsor is constructing fifteen (15) Storage Spaces in the residential storage room on the cellar level. The Storage Space areas will be divided by partitions. Purchasers should review the Storage Space Floor Plan set forth in Part II of the Offering Plan to determine the location on the cellar level of the Building of each Storage Space. The Square Footages of the Storage Space areas are based upon the Storage Space's floor area and the demising partitions.

2. The Offering Price is the price payable for the right to enter into a Storage Space License Agreement and is referred to from time to time in this Plan as the "Storage Space License Payment." The form of Storage Space License Agreement which each Unit Owner who acquires a Storage Space will be required to execute at Closing is set forth as Exhibit B to the Form Purchase Agreement located in Part II of the Plan. As with the Offering Prices for Units, the Offering Price for the right to enter into a Storage Space License Agreement may be changed on an individual basis. The Storage Space License Payment is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation and a ten percent (10%) deposit or, if applicable, a fifty percent (50%) deposit for the right to enter into a Storage Space License Agreement must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit. At the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement, or (ii) within 15 days of the presentation date of the amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Down Payment in an amount equal to five percent (5%) of the Purchase Price of the Storage Space. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the Initial Down Payment together with the Additional Down Payment in a total amount equal to fifteen percent (15%) of the Purchase Price of the Storage Space.

3. A Storage Space License may only be sold or assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit or (ii) the transfer of a Storage Space License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Space License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space in question will devolve to the Board of Managers which shall have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Spaces, to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Spaces, held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Spaces, to residents or the Commercial Unit Owner or its tenant(s) in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, the Sponsor and/or Sponsor-designee will only sell a Storage Space License to a Residential Unit Owner.

Further, pursuant to the terms of the Offering Plan, the Sponsor is also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Space License and how many Storage Space Licenses are sold to an individual purchaser.

Notwithstanding the above, 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.

4. After the first year of the term of the Storage Space License Agreement, each Unit Owner who enters into a Storage Space License Agreement will be required to pay a monthly Storage Space License Fee to the Board of Managers commencing in the thirteenth (13th) month of the term of the Agreement. The License Fee will be $50.00 per month for the second year of Condominium operation and thereafter may be raised annually thereafter by the Board of Managers in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Spaces. Sponsor in its role as owner of unsold Storage Space Licenses, shall be responsible for (i) all costs and expenses associated with the operation of unsold Storage Space Licenses, and (ii) the payment of any license fees and/or special assessments imposed by the Condominium Board related to the Storage Space Licenses.

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

6. The term of the Storage Space License Agreement shall commence on the date first set forth therein, and shall continue on a month-to-month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided therein. The License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event the Storage Space License Agreement is terminated, Licensee shall vacate and surrender possession of the Storage Space, broom clean, in the condition as existed prior to the commencement of the Storage Space License Agreement. Any property not removed from the Storage Space at the expiration or other termination of the Storage Space License Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of the Storage Space License Agreement.

7. Licensee shall indemnify and save harmless the Sponsor, Licensor and Sponsor's or Licensor's officers, employees and agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in the Storage Space License Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Storage Space, or by Sponsor or the Licensor, their officers, employees, agents, servants or contractors when acting as agent for the Licensee as provided in the Storage Space License Agreement.

8. The Storage Spaces are located on the cellar level of the Building and Sponsor cannot make any representation that the Storage Spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Spaces. Unit Owners who place items in the Storage Spaces do so at their

own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

9. Unit Owners must comply with applicable Law regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Subject to and in accordance with the terms and conditions of the License Agreement set forth in Part II of the Plan, a Unit Owner, its permitted successors and assigns, are granted a license (the "License") to use the Storage Space during its term for storage of the Unit Owner's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. A Unit Owner may not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay, or (iv) valuable items. Licensee shall not (a) interfere with another Unit Owner, (b) store any property in the Building outside of the Storage Space, (c) allow any other person to use the Storage Space except in accordance with the terms of the License, or (d) deface, damage or alter the Storage Space, the Building or Condominium's equipment. The Unit Owner shall keep the Storage Space locked and shall provide the Condominium with a duplicate key.

SCHEDULE"B"

175 East 82nd Street Condominium
Projected Budget for Projected First Full Year of Condominium Operation
July 1, 2027 – June 30, 2028

PROJECTED INCOME

Common Charges (1).....	
Residential Unit Common Charges	$ 3,886,019
Commercial Common Charges.....	$ 29,141
Storage License Income (2)	$ 0
Parking Pallet Income (3)	$ 5,760
TOTAL PROJECTED INCOME	$ 3,920,920

PROJECTED EXPENSES

Wages, Payroll Taxes & Benefits (4)	$ 1,395,538
Heat & Hot Water (5)	$ 212,181
Electricity (6)	$ 571,865
Water & Sewer (7).....	$ 172,477
Repairs & Maintenance (8).....	$ 40,000
Services & Supplies (9)	$ 445,349
.....	
Amenities Facilities (10).....	$ 295,000
Insurance (11)	$ 449,000
Management Fee (12)	$ 95,000
Legal & Auditing Fees (13)	$ 21,750
Superintendent's Apartment Costs (14).....	$ 50,000
Storage Space Expense (15).....	$ 1,000
Parking Expense (16).....	$ 14,760
Administration (17).....	$ 30,000
Reserve Fund (18).....	$ 97,000
Contingency (19)	$ 30,000
TOTAL PROJECTED FIRST YEAR EXPENSES.....	$ 3,920,920

The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith

NOTES TO SCHEDULE B

Projected First Year of Condominium Operation

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2027 through June 30, 2028**.** The projected commencement of the First Year of Condominium Operation (i.e. July 1, 2027) represents the projected date of the "First Closing." The actual date of the First Closing and the commencement of the First Year of Condominium Operation may be earlier or later than projected.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon, as more particularly set forth in the Offering Plan. Further, if the First Closing does not occur within 12 months after the projected First Closing date, Sponsor will file an amendment to disclose an updated projected First Year of Condominium Operation. Purchasers who executed Purchase Agreements for the purchase of their respective Units prior to the date of filing of such amendment will, in the amendment disclosing such updated budget, be offered the right, for 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon, as more particularly set forth in the Offering Plan. Notwithstanding the foregoing, after the Plan has been declared effective and the amendment(s) referred to above disclosing the updated budgets have been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind. Sponsor may not declare the Offering Plan effective where there are any material changes to the Schedule B budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

(1) COMMON CHARGES - (Budget - $ 3,915,160)

These amounts represent the total Common Charges to be levied against, and collected from, the Residential Unit Owners and Commercial Unit Owner during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to pay the operational expenses of the Condominium. Except as otherwise set forth herein, the Common Charges have been allocated between the Residential Unit Owners and Commercial Unit Owner based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Unit Owners on the basis of percentage of Common Interest allocated to each Unit (i.e., General Common Interest and/or Residential Common Interest). Where the allocation of Common Expenses is not based on percentage of Common Interest, or Common Expenses have been allocated only to certain categories of Units, such circumstances are set forth in the following notes. The Commercial Unit Owner will only be obligated to pay their respective allocable share of those expenses that are incurred by the Condominium Board in furnishing

services, operating and maintaining those Common Elements which are utilized by and serve the Commercial Unit. Those Common Charges that have been allocated on the basis of General Common Interest have been allocated on such a basis as follows:
Residential Units: 97% (combined General Common Interest)
Commercial Unit: 3%

As set forth in the allocation chart below and more particularly detailed in the footnotes that follow, the Commercial Unit Owner is obligated to pay as part of their monthly Common Charges a portion of the following expenses: payroll and related expenses; electricity; cooling tower; repairs and maintenance; services and supplies; insurance; management fee; legal and auditing fees; administration; Superintendent's unit; and contingencies.

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		Residential Unit	Commercial Unit
		97.0000%	3.0000%
Projected Income			
Residential Unit Common Charges	3,886,019	3,886,019	
Commercial Unit Common Charges	29,141		29,141
Storage Space License Income	0		
Parking Pallet Income	5,760	5,760	
Total Projected Income	3,920,920	3,891,779	29,141
Projected Expenses			
Wages, Payroll Taxes & Benefits	1,395,538	1,394,133	1,405
Heat & Hot Water	212,181	212,181	0
Electricity	571,865	570,149	1,716
Water & Sewer	172,477	172,252	225
Repairs & Maintenance	40,000	38,800	1,200
Services & Supplies	445,349	439,677	5,672
Amenities Facility	295,000	295,000	0
Insurance	449,000	435,530	13,470
Management Fee	95,000	92,150	2,850
Legal & Auditing Fees	21,750	21,097	653
Superintendent's Unit Costs	50,000	49,850	150
Storage Space Expense	1,000	1,000	0
Parking Expense	14,760	14,760	0
Administration	30,000	29,100	900
Reserve Fund	97,000	97,000	0
Contingency	30,000	29,100	900
Total Projected First Year Expenses	3,920,920	3,891,779	29,141

(2) STORAGE LICENSE INCOME - (Budget - $ 0)

There will be fifteen (15) Storage Spaces in the Building available for purchase and use via exclusive Storage Space Licenses. It is anticipated that each Storage Space Licensee will pay a license fee of $600 per year, which fee may be collected in equal monthly installments, in the sole discretion of the Board of Managers, for use of the Storage Lockers after the First Year of Condominium Operation. During the First Year of Condominium Operation, the aggregate income from Storage Locker Licenses is anticipated to be $0. After the first year of the term of the Storage Room License Agreement, each Unit Owner who enters into a Storage Room License Agreement will be required to pay a monthly Storage Room License Fee to the Board of Managers commencing in the thirteenth (13th) month of the term of the Agreement. The License Fee will be $50.00 per month for the second year of Condominium operation and thereafter may be raised annually thereafter by the Board of Managers in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms.

(3) PARKING PALLET INCOME - (Budget - $ 5,760)

There will be eight (8) Parking Pallet spaces ("Parking Spaces") in the Building, which will be allocated to certain Units pursuant to the Offering Plan, as amended. It is anticipated that the Unit Owners whose Units have exclusive use of at least one (1) of the eight (8) Parking Spaces will pay an annual fee of $720 per space for the First Year of Condominium Operation to cover the cost of operation and maintenance, which fee may be collected in equal monthly installments, in the sole discretion of the Board of Managers. During the First Year of Condominium Operation, the aggregate Parking Pallet income is anticipated to be $5,760.

(4) WAGES, PAYROLL TAXES & BENEFITS - (Budget -$1,395,538)

The budgeted amount includes base wages, worker's compensation and disability insurance, welfare and pension costs, payroll taxes and the cost of sick days, holidays and vacation pay for a projected building staff of 1 Superintendent, 4.2 concierges (1 concierge 24 hours a day, 7 days a week), 1.4 doorpersons (8 hours a day, 7 days per week, 1 handyperson and 3 porters. The full staff may not be employed until certain Building occupancy levels are achieved. The projected level of staffing for the Building complies with all applicable housing and labor laws. It is anticipated that such employees will be union members. Accordingly, the labor costs described below are computed in accordance with the current contract rates of Local 32B-32J of the Service Employees International Union, AFL-CIO, expiring April 20, 2026 with 4% added for the period April 21, 2026 through April 20, 2027 and another 4% added for the period April 21, 2027 through April 20, 2028 and another 4% added for the period April 21, 2028 through June 30, 2028.

Position	**Base Wage Rate**
(1) Superintendent	$150,000 per annum
(1) Handymen	$1,410.44 for 42 weeks
	$1,466.86 for 10 weeks
4.2 Concierges,1.4 doorpersons	$1,288.22 for 42 weeks
3 Porters	$1,339.75 for 10 weeks

The projections allow for 28 sick days, holidays and vacation pay and miscellaneous payroll expenses.

Total Base Wages	$866,310
FICA @ 7.65% of Base Wages	$ 66,273
Worker's Compensation @ 5.5% of total wages	$ 47,647
FUI and FUTA-NYS Unemployment, @ $600 per employee	$ 6,600
NYS Disability @ $500 per employee	$ 5,500
Union welfare (health) @ $27,808 per year per employee	$305,883
Union pension @ $7,959 per year per employee	$ 87,544
Legal @ 369.20 per year per employee	$ 4,061
Union annuity plan @ $10 per employee x 52 weeks	$ 5,720
Total Benefits	$529,228
TOTAL WAGES, TAXES & BENEFITS	**$1,395,538**

The employees will be devoting a substantial portion of their time and effort to service the Residential Units and the Residential Common Elements, except that a small portion of the Superintendent, handyperson and 1 porter's time (estimated at ten percent (10%) or four (4) hours per week per worker) will be devoted to the General Common Elements. Accordingly, this line item has been allocated to all Residential Units based on their respective Residential Common Interest, except for the time charged to the General Common Elements ($46,836) has been allocated to all Units based upon each Unit's respective General Common Interest.

(5) HEAT AND HOT WATER - (Budget - $212,181)

The budgeted amount is based upon a letter dated February 19, 2026 from Cosentini Consulting Engineers located at 498 Seventh Avenue, New York, NY 10018, Sponsor's Consulting Engineers. It is estimated that the annual consumption of gas for heating and hot water for the Residential Units will be approximately 96,446 therms at approximately $2.00 per therm for a total cost of approximately $192,892. The Commercial Units will be separately metered or sub metered for heat and hot water. A 10% inflation factor has been added.

This line item has been allocated to all Residential Units based upon each Residential Unit's respective Residential Common Interest.

It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas for heat and hot water during the First Year of Condominium Operation, because such cost will vary with the level of consumption and the price of gas. Consumption will be affected by the severity of the weather and by any conservation measures adopted by the Condominium Board or individual Unit Owners.

(6) ELECTRICITY - (Budget – $ 571,865)

The budgeted amount is based upon a letter dated February 19, 2026 from Cosentini Consulting Engineers. It is estimated that the electrical consumption for the Residential Common Elements and General Common Elements will be approximately 1,575,387 kilowatt hours of electricity, at a rate of approximately $0.33 per kilowatt hour of electricity including applicable sales tax, resulting in an annual cost of approximately $ 519,878. This is based on common area loads being supplied through a single house meter at Con Edison SC9-1 and the rates are based on the currently effective rates.

This estimate includes costs for the common area air conditioning units, amenity facilities, distribution pumps, miscellaneous floor loads, elevators and lighting. Electricity costs can vary depending upon, among other things, consumption and demand factors. A 10% inflation factor has been added.

These costs are only the estimated electricity costs for the Common Elements within the building and have been allocated 90 percent to the Residential Common Elements and charged to the Residential Units based upon their respective Residential Common Interests, with the remaining 10 percent allocated to the General Common Elements and allocated to all Units based upon each Unit's respective General Common Interest.

Each Unit will be individually metered or submetered for consumption of electricity within each Unit. See Schedule B-1 for the projected individual Unit energy costs.

(7) WATER & SEWER - (BUDGET - $ 172,477)

The building will have a single main water meter, which will measure actual water usage. Based upon a letter dated February 19, 2026 from Cosentini, it is estimated that water and sewer charges for the Residential Units of $ 13.07 per 100 Cu. Ft. and an estimated usage of approximately 10,443 C.C.F. will be approximately $136,484 for the First Year of Condominium Operation. A 10% inflation factor has been added.

Pursuant to the same letter, Cosentini estimates that the common areas and swimming pool will consume approximately 1,034 C.C.F. of water at a rate of $ 13.07 per C.C.F. for a cost of approximately $13,508 for the First Year of Condominium Operation. A 10% inflation factor has been added.

In addition, pursuant to the same letter, Cosentini estimates that cooling tower makeup will consume approximately 1,348 C.C.F. of water at a rate of $ 5.05 per C.C.F. for a cost of approximately $6,805 for the First Year of Condominium Operation. A 10% inflation factor has been added.

Except for the cooling tower makeup water (which will be shared by all units) this line item has been allocated to all Residential Units based upon each Residential Unit's respective Residential Common Interest.

The Commercial Unit will be separately sub-metered or metered for water and sewer usage and the owners of such Commercial Units will pay the costs of water and sewer usage directly to the Condominium or taxing authority.

(8) REPAIRS & MAINTENANCE – (Budget - $40,000)

The budgeted figure for this item includes the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective units, including the appliances, heating/air-conditioning units and any Residential Limited Common Elements appurtenant thereto, all as more particularly set forth in the Offering Plan and Declaration/By-Laws. This line item has been allocated to all Units based upon each Unit's respective General Common Interest.

(9) SERVICE & SUPPLIES - (Budget - $445,349)

The budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements, as well as the anticipated cost of service contracts during the projected First Year of Condominium Operation.

All of the mechanical systems within the Building will be new, and some will be under a full service maintenance contract for the First Year of Condominium Operation from the contractor who will install the system. The budgeted amounts are based upon the experience of the Sponsor's managing agent, Clinton Management, Inc., having an address 42-06 235th St, Douglaston, NY 11363, in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the First Year of Condominium Operation, no warranty or guarantee is made that the actual cost for these or other services will be in accordance with this projection.

It is projected that the Condominium will enter into maintenance agreements for the following services:

HVAC-Common Area	97,012
HVAC-VFD Maintenance	11,389
Boilers-Heating & HW	9,890
Plumbing-Pumps and Motors	10,351
Water Treatment-Boilers	7,850
Water Treatment-Cooling Tower	4,598
Water Filter	4,602
Elevator	56,721
Generator	9,270
Fire Alarm-FACP + Central Station	12,324
Sprinkler Stand Pipe	33,643
BMS	29,723
Window Cleaning	84,106
Landscaping	16,821
Indoor Floral Arrangement	10,093
Irrigation	3,364
Compactor	6,728
Exterminating	6,864
Miscellaneous Supplies	30,000

The cost for services relating to the HVAC-Common Area, HVAC-VFD Maintenance, Boilers Heating & HW, Plumbing-Pumps and Motors, Water Treatment-Cooling Tower, Fire Alarm-FACP + Central Station, Sprinkler Stand Pipe, Exterminating and $3,000 of the $30,000 of supplies for a total of $189,071 have been allocated to all Units within the Condominium based upon each Unit's General Common Interest. All other costs will be borne by the Residential Units based upon each Residential Unit's respective Residential Common Interest.

(10) AMENITIES FACILITIES – (Budget -$295,000)

It is presently intended that the Condominium will engage a third-party operator ("Amenity Manager") to manage the swimming pool area and related facilities. It is anticipated that the Amenity Manager will employ all required pool staff (including but not limited to the experience manager and lifeguards) and provide certain pool-related equipment. Based upon a proposal dated February 17, 2026 from LIV unltd. it is anticipated that the cost of operating the Amenity Facilities during the First Year of Condominium Operation will be approximately $295,000.

I. Labor Cost:

EXPERIENCE MANAGER	$ 80,000.00	(40 hrs/wk)
FULL TIME LIFEGUARD	$ 45,760.00	(40 hrs/wk)
LIFEGUARDS	$ 47,580.00	(45.75 hrs/wk)

	VACATION/SICK DAYS	$ 5,000.00	
	PAYROLL TAXES 18%	$ 32,101.20	
II.	Facility Costs:		
	POOL SUPPLIES & CHEMICALS	$ 6,000.00	
	UNIFORMS	$ 1,000.00	
	INSURANCE - LIAB, ETC	$ 8,500.00	
	EMP BENFTS/HEALTH INS.	$ 7,000.00	(Includes 1 person.)
III.	Operational Overhead Costs:	$ 50,000.00	
	SUBTOTAL		$ 282,941.20
	Sales Tax		$ 11,132.67
	TOTAL		**$ 294,073.87**

(11) INSURANCE – (Budget - $449,000)

Based upon the proposal dated February 4, 2026, from HUB International Limited, having an office address at 77 Spruce Street, Cedarhurst, NY 11516, the following insurance coverage is anticipated to be obtained for the Building for the First Year of Condominium Operation:

Property

Building & Boiler and Machinery	181,000,000
Cause of Loss Special Form	Included
Agreed Value / Replacement Cost	Included
Deductible	25,000
Building Ordinance	Included
Demolition & Increased Cost of Construction	Included
Business Income / Extra Expense	Actual Loss Sustained up to 12 Months
Flood (Rising Water) & Deductible	1,000,000 / 100,000
Earthquake & Deductible	1,000,000 / 100,000
Elevator Collision	Included

General Liability	
Each Occurrence (Bodily Injury / Property Damage)	1,000,000
General Aggregate	2,000,000
Personal Injury	1,000,000
Employee Benefits Liability (Claims-Made) / Deductible	1,000,000 / 1,000
Water Damage Legal Liability / Deductible	Included
Non Owned / Hired Auto	1,000,000
FIDELITY BOND	
Employee Dishonesty & Deductible	250,000 / 5,000
Managing Agents Rider	Included
DIRECTORS & OFFICERS LIABILITY	
Limit & Deductible	1,000,000 / 5,000
Managing Agents Rider	Included
UMBRELLA	
Limit	25,000,000
Excess Directors & Officers Liability (excludes Employment Practices)	Included to Full Limit
Excess Employment Practices Liability	Included
Lead Exclusion / Mold Exclusion	Follow Form
WORKERS COMPENSATION	Statutory
DISABILITY	Statutory

The annual premium for the above mentioned insurance policy is estimated to be $449,000.

The insurance costs are for the entire Condominium and have been allocated to all Units within the Condominium based upon each Unit's General Common Interest.

This budgeted amount represents current insurance premium at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums and/or deductibles will be for the actual budget year. Purchasers should be aware of the possible rate and deductible increases.

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 Condominium Board and Permitted Mortgagees; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

The Condominium will have in place, at or prior to the First Closing, the liability insurance and the fire and casualty insurance under an agreed amount replacement cost policy provision so that the insured shall not be a co-insurer.

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units or any Common Elements exclusive to such Units, nor does it include coverage of any Unit Owner Property (as such term is more particularly described in the Offering Plan and the Declaration) within each Unit or Storage Space. Accordingly, each individual Unit Owner must obtain additional insurance for their respective Unit and Storage Space, at their own cost, in accordance with the terms of the By-Laws.

(12) MANAGEMENT FEE - (Budget - $95,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with Clinton Management, Inc., having an address 42-06 235th St, Douglaston, NY 11363, a real estate management firm affiliated with the Sponsor. The agreement will be for an initial term of one year. Thereafter, the agreement will be automatically renewed from year to year.

The Managing Agent will receive an annual fee of $95,000 payable in equal monthly installments of $7,916.66. The Managing Agent's fee for the first year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings.

The Management Fee has been allocated to each Unit based on each Unit's percentage of Common Interest.

See the section of the plan entitled "Management Agreement" for further details.

(13) LEGAL & AUDIT FEES – (Budget - $21,750)

The Condominium will engage a law firm to act as the attorney for the Condominium for minor miscellaneous legal matters. The estimated cost for these services for the Condominium's First Year of Condominium Operation is $5,000. Based upon a proposal PKF O'Connor Davies, LLP, having an office at 499 Seventh Avenue, New York, NY 10018 to provide tax returns and audited financial statements for the Condominium, it is estimated that the cost for these services for the First Year of Condominium Operation will be approximately $16,750.

These professional fees are for the entire Condominium and have been allocated to all Units based upon each Unit's respective General Common Interest.

(14) SUPERINTENDENT'S UNIT COSTS - (Budget - $ 50,000)

Residential Unit 3C shall be designated as the Superintendent's Unit and will be occupied by the Superintendent of the Building.

The Condominium will be responsible for the Real Estate Taxes on the Superintendent's Unit. The estimated Real Estate Taxes for the first year of Condominium operation will be approximately $40,000. The Condominium will also be responsible for the cost of the electricity and basic telephone service for the Superintendent's Unit as well as basic repairs. It is estimated that the cost of these items will be approximately $10,000 in the first year of Condominium operation. The estimated costs for the Superintendent's Unit for the Condominium's first year of operation is $50,000.

Since the Superintendent's time will be devoted mostly to the service of the Residential Units and the Residential Common Elements, with only a minor portion of the Superintendent's time (estimated at four (4) hours a week in note 4 above) devoted to General Common Elements, the costs for the Superintendent's Unit have been allocated in the same ratio as the wage and related payroll expenses of the Superintendent in note 4 above.

(15) STORAGE SPACE EXPENSE – (Budget - $1,000)

The Storage Spaces and Storage Space Area(s) require minimal usage of Condominium utilities and services. This amount is estimated to be approximately $1,000 per year.

(16) PARKING EXPENSE – (Budget – 14,760)

The parking system consists of two (2) components. The driveway turntable that will be used by all Residential Unit Owners and a pallet system that will be used only by those certain Unit Owners whose Units have exclusive use of at least one (1) of the eight (8) Parking Spaces. The maintenance contract for the turntable is estimated to be approximately $9,000 per year. This expense shall be shared by all residential unit owners. The costs for the pallet system will be covered by those Unit Owners whose Units have exclusive use of at least one (1) of the eight (8) Parking Spaces and is estimated to be $5,760 for the First Year of Condominium Operation.

(17) ADMINISTRATION – (Budget - $30,000)

The budgeted amount includes anticipated expenses for telephone, cell phones, internet, postage, printing, miscellaneous office supplies, payroll processing costs, cable television in amenity areas, permits and fees.

This line item has been allocated to all Units based upon each Unit's respective General Common Interest.

(18) RESERVE FUND – (Budget - $97,000)

This reserve fund is the product of a reserve fund study performed by Strategic Inspections, LLC, having an office address at 150 Main Street, Suite 2, Port Washington, New York 11050. A copy of the reserve study is included in Part II of the Plan. This fund will be used towards future capital repairs, replacements and improvements of certain Common Elements and facilities of the Building. No representation is made as to the actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve. Sponsor makes no representation that the Reserve Fund will be adequate or sufficient to cover periodic maintenance, capital repairs or replacements to the Common Elements for the first five (5) years of Condominium Operation or any subsequent year of operation thereafter. This line item will be allocated to all Units based upon each Unit's respective General Common Interest and will be collected throughout the First Year of Condominium Operation. NO RESERVE FUND SHALL BE ESTABLISHED OR FUNDED AT THE FIRST UNIT CLOSING.

(19) CONTINGENCY – (Budget - $30,000)

This expense item is included in the budget to provide funds for unforeseen increases in Residential Common Expenses and/or General Common Expenses before or after the First Closing or to cover expenses not included in this budget. This line item will be allocated to all Units based upon each Unit's respective General Common Interest. The Contingency line item does not include a reserve for major capital repairs, replacements, or improvements, for which a separate provision has been made under this budget.

TOTAL PROJECTED EXPENSES – (Budget - $ 3,920,920)

The projections set forth in this budget assume that the First Year of Condominium Operation will cover the period from July 1, 2027 through June 30, 2028

IN THE OPINION OF PENMARK PROPERTY ADVISORS, LLC, HAVING AN OFFICE AT 250 EAST 87TH STREET, STE. 28G, NEW YORK, NY 10128, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE PROJECTED FIRST YEAR

OF CONDOMINIUM OPERATION. 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 CONDOMINIUM BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

Individual Residential Unit Electric Charges:

Based on an estimate by Cosentini Associates, in their letter dated February 19, 2026, below are the estimated KWHR per year per square foot and annual cost of electricity per square foot utilized by individual residential unit. All costs are based on Con Edison Rates SC 9-1 as $0.33 cents per KWH. This cost per kilowatt hour represents current cost of electricity.

Electricity (including current necessary to operate HVAC Systems) shall be supplied to all Units through a separate Con Edison meter for each such Unit, and the cost of electricity consumed or used in each such Unit shall be payable directly to Con Edison.

The following table sets forth the estimated annual costs of electricity for typical Residential Units:

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)						
	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
2nd Floor						
Unit A	2,810					
Lighting and Receptacles			5.62	730	4,103	$1,353.86
Cooling			3.76	1,200	4,512	$1,488.96
Heating			3.76	1,800	6,768	$2,233.44
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**21,833**	**$7,204.76**
Unit B	1,879					
Lighting and Receptacles			3.76	730	2,743	$905.30
Cooling			3.81	1,200	4,572	$1,508.76
Heating			3.81	1,800	6,858	$2,263.14
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**20,623**	**$6,805.70**
Unit C	1,664					
Lighting and Receptacles			3.33	730	2,429	$801.72
Cooling			2.91	1,200	3,492	$1,152.36
Heating			2.91	1,800	5,238	$1,728.54
Bath Room Radiant Heating			1.2	500	600	$198.00

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)

	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**17,609**	**$5,811.12**
Subtotal (1 Floor)					**60,065**	**$19,821.58**
3rd & 4th Floor						
Unit A	2,810					
Lighting and Receptacles			5.62	730	4,103	$1,353.86
Cooling			3.76	1,200	4,509	$1,488.04
Heating			3.76	1,800	6,764	$2,232.05
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**21,826**	**$7,202.45**
Unit B	1,880					
Lighting and Receptacles			3.76	730	2,745	$905.78
Cooling			3.81	1,200	4,572	$1,508.76
Heating			3.81	1,800	6,858	$2,263.14
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**20,625**	**$6,806.18**
Unit C	1,095					
Lighting and Receptacles			2.19	730	1,599	$527.57
Cooling			1.87	1,200	2,244	$740.52
Heating			1.87	1,800	3,366	$1,110.78
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**13,659**	**$4,507.37**
Unit D	2,251					
Lighting and Receptacles			4.50	730	3,286	$1,084.53
Cooling			3.17	1,200	3,804	$1,255.32
Heating			3.17	1,800	5,706	$1,882.98
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**19,246**	**$6,351.33**
Subtotal (2 Floor)					**150,711**	**$49,734.67**
5th Floor						

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)

	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Unit A	2,810					
Lighting and Receptacles			5.62	730	4,103	$1,353.86
Cooling			3.90	1,200	4,680	$1,544.40
Heating			3.90	1,800	7,020	$2,316.60
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**22,253**	**$7,343.36**
Unit B	1,880					
Lighting and Receptacles			3.76	730	2,745	$905.78
Cooling			3.81	1,200	4,572	$1,508.76
Heating			3.81	1,800	6,858	$2,263.14
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**20,625**	**$6,806.18**
Unit C	1,095					
Lighting and Receptacles			2.19	730	1,599	$527.57
Cooling			1.87	1,200	2,244	$740.52
Heating			1.87	1,800	3,366	$1,110.78
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**13,659**	**$4,507.37**
Unit D	2,251					
Lighting and Receptacles			4.50	730	3,286	$1,084.53
Cooling			3.13	1,200	3,756	$1,239.48
Heating			3.13	1,800	5,634	$1,859.22
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**19,126**	**$6,311.73**
Subtotal (1 Floor)					**75,663**	**$24,968.64**
6th & 7th Floor						
Unit A	2285					
Lighting and Receptacles			4.57	730	3,336	$1,100.91
Cooling			3.13	1,200	3,756	$1,239.48
Heating			3.13	1,800	5,634	$1,859.22
Bath Room Radiant Heating			1.2	500	600	$198.00

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)

	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**19,176**	**$6,328.11**
Unit B	1879					
Lighting and Receptacles			3.76	730	2,743	$905.30
Cooling			3.81	1,200	4,572	$1,508.76
Heating			3.81	1,800	6,858	$2,263.14
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**20,623**	**$6,805.70**
Unit C	1093					
Lighting and Receptacles			2.19	730	1,596	$526.61
Cooling			1.87	1,200	2,244	$740.52
Heating			1.87	1,800	3,366	$1,110.78
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**13,656**	**$4,506.41**
Unit D	2251					
Lighting and Receptacles			4.50	730	3,286	$1,084.53
Cooling			3.13	1,200	3,756	$1,239.48
Heating			3.13	1,800	5,634	$1,859.22
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**19,126**	**$6,311.73**
Subtotal (2 Floor)					**145,163**	**$47,903.91**
8th Floor						
Unit A	3430					
Lighting and Receptacles			6.86	730	5,008	$1,652.57
Cooling			6.00	1,200	7,200	$2,376.00
Heating			6.00	1,800	10,800	$3,564.00
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**29,458**	**$9,721.07**
Unit B	1962					
Lighting and Receptacles			3.92	730	2,865	$945.29

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)

	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Cooling			4.11	1,200	4,932	$1,627.56
Heating			4.11	1,800	7,398	$2,441.34
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**21,645**	**$7,142.69**
Subtotal (1 Floor)					**51,102**	**$16,863.77**
9th to 14th Floor						
Unit A	1727					
Lighting and Receptacles			3.45	730	2,521	$832.07
Cooling			4.15	1,200	4,980	$1,643.40
Heating			4.15	1,800	7,470	$2,465.10
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**21,421**	**$7,069.07**
Unit B	1668					
Lighting and Receptacles			3.34	730	2,435	$803.64
Cooling			4.15	1,200	4,980	$1,643.40
Heating			4.15	1,800	7,470	$2,465.10
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**21,335**	**$7,040.64**
Unit C	1967					
Lighting and Receptacles			3.93	730	2,872	$947.70
Cooling			4.15	1,200	4,980	$1,643.40
Heating			4.15	1,800	7,470	$2,465.10
Bath Room Radiant Heating			1.2	500	600	$198.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**21,772**	**$7,184.70**
Subtotal (6 Floor)					**387,171**	**$127,766.47**
15th to 19th Floor						
Unit A	2971					
Lighting and Receptacles			5.94	730	4,338	$1,431.43
Cooling			6.09	1,200	7,308	$2,411.64
Heating			6.09	1,800	10,962	$3,617.46
Bath Room Radiant Heating			2.4	500	1,200	$396.00

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)

	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**29,658**	**$9,787.03**
Unit B	2436					
Lighting and Receptacles			4.87	730	3,557	$1,173.66
Cooling			4.30	1,200	5,160	$1,702.80
Heating			4.30	1,800	7,740	$2,554.20
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**23,507**	**$7,757.16**
Subtotal (5 Floor)					**265,821**	**$87,720.96**
23rd to 28th Floor						
Unit A	2993					
Lighting and Receptacles			5.99	730	4,370	$1,442.03
Cooling			6.09	1,200	7,308	$2,411.64
Heating			6.09	1,800	10,962	$3,617.46
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**29,690**	**$9,797.63**
Unit B	2425					
Lighting and Receptacles			4.85	730	3,541	$1,168.37
Cooling			4.30	1,200	5,160	$1,702.80
Heating			4.30	1,800	7,740	$2,554.20
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**23,491**	**$7,751.87**
Subtotal (6 Floor)					**319,082**	**$105,296.95**
29th to 32nd Floor						
Unit B	2730					
Lighting and Receptacles			5.46	730	3,986	$1,315.31
Cooling			4.58	1,200	5,496	$1,813.68
Heating			4.58	1,800	8,244	$2,720.52
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56

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ESTIMATED COST OF ELECTRICITY FOR 175 E82ND STREET (APARTMENT)

	Area (sq ft)	w/sf	Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Subtotal					**24,776**	**$8,176.01**
Subtotal (4 Floor)					**99,103**	**$32,704.06**
29th & 31st Floor Duplex						
Unit A	4744					
Lighting and Receptacles			9.49	730	6,926	$2,285.66
Cooling			13.10	1,200	15,720	$5,187.60
Heating			13.10	1,800	23,580	$7,781.40
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**53,276**	**$17,581.16**
Subtotal (2 Floor)					**106,552**	**$35,162.32**
33rd Floor						
Unit A	5226					
Lighting and Receptacles			10.45	730	7,630	$2,517.89
Cooling			17.67	1,200	21,204	$6,997.32
Heating			17.67	1,800	31,806	$10,495.98
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**67,690**	**$22,337.69**
Subtotal (1 Floor)					**67,690**	**$22,337.69**
34th Floor Duplex						
Unit A	6369					
Lighting and Receptacles			12.74	730	9,299	$3,068.58
Cooling			26.54	1,200	31,848	$10,509.84
Heating			26.54	1,800	47,772	$15,764.76
Bath Room Radiant Heating			2.4	500	1,200	$396.00
Appliances			11.00	438	4,818	$1,589.94
Washer & Dryer			8.60	120	1,032	$340.56
Subtotal					**95,969**	**$31,669.68**
Subtotal (1 Floor)					**95,969**	**$31,669.68**
Total Residential Charges					**1,824,093**	**$601,950.70**

The estimated projected rates and subsequent costs are not guaranteed and it is expected that these rates will increase over time and are affected by factors which are beyond the control of the Sponsor. The costs presented above do not include electricity delivery charges and taxes, such as special benefit charges, flat fees, and surcharges. Purchasers are advised that the projections are only estimates and actual consumption will be sub-metered and will vary based on needs of each occupant, building operation, and weather conditions.

Individual Charges for Commercial Unit

Consumption of electricity, gas, and water in the Commercial Unit will be separately metered or sub-metered and the cost thereof shall be the sole expense of the Commercial Unit Owner. As consumption of these utilities will vary based upon how the Commercial Unit is used (which usage is not yet known), Sponsor is unable to offer projections of the same.

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

February 12, 2026

East 82 Owner LLC
c/o Douglaston Development
7 Penn Plaza, Suite 600,
New York, New York 10001

Re: 175 East 82nd Street Condominium
Premises: 175 East 82nd Street
New York, New York 10028 (the "Property")

Dear Sir/Madam:

East 82 Owner LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained Brown Harris Stevens Marketing and Sales LLC ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

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

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i.l 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 a particular unit, in accordance with subsection (iv).

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

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

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

Very truly yours,

Brown Harris Stevens Marketing and Sales LLC

By:_____
Name: Joshua Young
Title: Broker of Record

DLPARTNERS

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

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SPECIAL COUNSEL
SUSAN M. SCHARBACH°

JANE S. JEONG
MEGAN A. WIRTZ
FERNANDO B. MAGALHAES▪

° Also Admitted In MA
▪ Admission Pending

August 19, 2026

EAST 82 OWNER LLC
c/o Douglaston Development
7 Penn Plaza, Suite 600
New York, NY 10001

Re: 175 East 82nd Street Condominium
175 East 82nd Street
New York, New York 10028
(the "Condominium")

Gentlemen/Mesdames:

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

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Penmark Property Advisors, LLC set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have no independent investigation of the truth or accuracy of the factual determinations of Penmark Property Advisors, LLC.

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

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

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

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

Very truly yours,

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

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

THE COMMERCIAL UNIT

The Commercial Unit consists of space on portions of the cellar and first floor levels of the Building. The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee or the Commercial Unit Owner to accommodate more than one (1) rental tenant.

The Commercial Unit may be used between the hours of 6:00 a.m. and 11:00 p.m. (New York Time) for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Commercial Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (unless such dry cleaning and/or laundry is done off premises); (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes. The Commercial Unit Owner shall have the right to change the use of the Commercial Unit and certificate of occupancy accordingly without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a Zoning District which permits residential and commercial uses. The legal uses proposed will comply with all Zoning requirements, and initially will be as set forth in the approved Application filed with the Department of Buildings of the City of New York ("DOB"). The predominant use of this Building is residential and such use will be located above the first floor. A portion of the cellar and first floor use will be dedicated to commercial uses. The commercial uses allowed, depending whether the space in question is on the first floor or cellar level, are defined in the Zoning Resolution. Permitted uses include, but are not limited to, retail stores, personal service establishments, and restaurants.

The percentage of Common Interest attributable to the Commercial Unit and the resulting Common Charges to be paid by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit. The Commercial Unit, where applicable, shall be separately metered or submetered for gas, electricity, and water consumption upon the obtaining of the TCO or PCO, and the cost of such utilities shall be the sole expense of the Commercial Unit Owner.

Currently, the Commercial Unit is being constructed and is unoccupied. The Commercial Unit is not currently leased. The sale of the Commercial Unit will be subject to the terms of any

lease the Sponsor enters into. The terms of any lease shall be provided to a prospective purchaser upon written request.

However, although the Commercial Unit Owner has the right to change the use of the Commercial Unit, any other permitted use of the Commercial Unit must comply with the certificate of occupancy for the Building as it currently exists or as amended by Sponsor or Sponsor's designee or the Commercial Unit Owner, and the Declaration and By-Laws of the Condominium.

However, the right of the Commercial Unit Owner to change the use of the Commercial Unit may result in a greater number of people entering and leaving the ground floor level of the Building, a higher volume of noise and/or hours of usage and other possible adverse effects on the Building resulting from the use of the Commercial Unit. Accordingly, it is possible that a change of usage could have an adverse impact on other Condominium Unit Owners.

The percentage of Common Interest for the Commercial Unit was allocated pursuant to method (iv) contained in Section 339-i(1) of the New York Condominium Act, which takes into consideration floor space, subject to the relative value to the other space in the Condominium, the uniqueness of the Unit, the availability of the common elements for exclusive or shared use and the overall dimensions of the particular Unit.

With respect to allocation of expenses, other than for the allocation of specific expense items, including but not limited to, (i) water, gas and electricity which are to be separately metered or submetered for the Commercial Unit and paid for by the owner or tenant(s) thereof, (ii) the repair or replacement of the Residential Common Elements and/or Residential Limited Common Elements, and (iii) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the other Units and the common charges payable by the Commercial Unit Owner is sufficient to cover the expenses fairly attributable to the Commercial Unit. The allocation of common charges attributable to the Commercial Unit shall also reflect special exclusive use or availability or exclusive control of particular common areas by the Commercial Unit Owner.

Sponsor, its designee and/or the Commercial Unit Owner shall also have the right to make alterations, additions, improvements or repairs to the Unit, to subdivide the Unit or later combine a subdivided Unit without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers. Additionally, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install a flue which will be sized for possible restaurant or commercial grade kitchen use in, on or through the common areas of the Building to the exterior walls of the Building if permissible by law, and then on the exterior walls of the Building, if permissible by law, from the first floor level to the roof or some other point in or on the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use, repair, replace and

maintain said flue for any lawful purpose and in conjunction with the use of the Commercial Unit. Notwithstanding the foregoing, no material lift in the floor slab of the Commercial Unit shall be permitted under any circumstance.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install (i) elevators, escalators, staircases and/or other mechanical equipment in the Commercial Unit, and (ii) air-conditioning equipment, (which must be ceiling-hung units installed within the Commercial Unit with intake and exhausts for such systems to be located at louvers provided in the first floor storefront system), which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installations will comply with all applicable law, ordinances or building codes.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use the sidewalks in front of the Commercial Unit for any lawful purpose and in conjunction with the use of the Commercial Unit.

The Commercial Unit Owner, its servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircases and/or by use of the elevators of the Building in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including, but not limited to, heating or boiler equipment, located in the cellar or roof level mechanical or utility rooms of the Building and which service the Commercial Unit.

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

The Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, repair, replace, and maintain either within or in the immediate location of the Commercial Unit below the windows at the second

(2nd) floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of the Unit pursuant to the terms of any lease pertaining thereto, shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, or erect, repair, replace, and maintain in the immediate location of the Commercial Unit below the windows at the second (2nd) floor level, but not to interfere with the entrance of any other Unit, a canopy and/or awning for advertising or identification purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Units. The Unit Owners and any tenant of space in such Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant shall obtain and pay for all permits required for such signs or canopies/awnings/ATM and/or any necessary renewal fees related thereto.

Other than as set forth herein regarding the use of the Commercial Unit, it is Sponsor's opinion that those rights have no material adverse impact on the Condominium.

At the request of the Sponsor, a Sponsor-designee or the Unit Owner of the Commercial Unit, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, repair or subdivision of the Commercial Unit or the operation or use of the Commercial Unit, at which time, the requesting party shall indemnify and hold the Board of Managers of the Condominium and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application of such other documents.

The Condominium shall have a right to access, upon reasonable notice, unless such access is needed in an emergency, in which case no notice is required, to any portion of the Commercial Unit on the ground floor or cellar level to service equipment which is necessary for the operation of the residential portion of the Building.

The Commercial Unit Owner shall be responsible for the cost of removing debris and snow from the sidewalks directly in front of its entrance and shall also be responsible for the cost of debris and snow removal from the entire sidewalk which is adjacent to its Unit.

Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks (with the exception of Commercial Sidewalks, as defined herein), plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building shall be a Residential Common Expense.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owners or mortgagees thereof, to replace all or any portion of the sidewalks, including, but not limited to,

any planting and/or planters located thereon (hereinafter, the "Commercial Sidewalks"), which are directly in front of any portion of such Commercial Unit whose Owner (including Sponsor or Sponsor's designee) or tenant intends to effectuate such replacement. However, any replacement of the Commercial Sidewalks must be an installation which is equal to the existing sidewalks or the Commercial Sidewalks as originally set forth in the approved New Building Plans for the Building. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

In the event of a dispute between the Commercial Unit Owner and the Condominium as to any issue relating to the Commercial Unit, the Commercial Unit Owner or any tenant of the Commercial Unit Owner and the Condominium, at the sole option of the Commercial Unit Owner only, the Board of Managers and the Condominium shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Commercial Unit Owner elects not to arbitrate, the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners may exercise all remedies available to them in equity and at law.

The initial Board of Managers will have five (5) members. Each of the members of the five (5) member Condominium Board (four (4) members elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) member designated by the Commercial Unit Owner (including Sponsor or its designee as to its Unsold Units) will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected and/or designated by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner, Managers may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor or its designee and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

CHANGES IN PRICES OR UNITS

The offering prices set forth in Schedules A and A-2 may be decreased or increased only by a duly filed amendment to the Offering Plan when the change of price is an across the board change affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. As set forth in the Notes to Schedules A and A-2, offering prices are negotiable. Accordingly, the Sponsor may enter into a Purchase Agreement with a Purchaser to sell one or more Units and/or Storage Space Licenses at prices less than those set forth in Schedules A and/or A-2, without filing an amendment before entering the Purchase Agreement. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Plan for similar Units and/or individual Storage Space Licenses. However, no price change will affect the percentage of Common Interest allocated to a Unit as to which the amount of the offering price was changed nor shall it alter the amount of Common Charges payable by such Unit Owner.

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

No material change will be made in the size and/or quality of Common Elements unless all Purchasers consent.

Additionally, and notwithstanding anything herein to the contrary and its effect on the Common Elements, Sponsor has reserved the right to reconfigure, change, combine, relocate and/or modify any/or all of the individual Storage Spaces in its sole discretion in order to sell and/or assign any of the Storage Space Licenses and in order to increase the number of Storage

Spaces. Sponsor shall determine the total number of Storage Spaces prior to the issuance of the permanent certificate of occupancy for the Building.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Units will always remain at one hundred percent (100%). As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary.

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

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

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or By-Laws and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit, subject to a revocable license between the Unit Owner and the Condominium, and the Unit's Common Interest will remain unchanged. For example, at the end of any hallway that is directly adjacent to any such Unit(s) located on opposite sides of such hallway and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements, shall, with the consent of the Board of Managers (which consent will not be unreasonably withheld, conditioned or delayed, and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee), have the right to use such General or Limited Common Elements exclusively, as if it were a part of such Unit(s) and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such event, the By-Laws provide that such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Owner or Owners exercise such

exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

The Sponsor also reserves the right to substitute for any of the materials specified in either the New Building Plans, the Description of Property and Building Specifications, or elsewhere in the Plan, materials which are of Equal or Better Quality. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan and in the architectural plans on file, but, due to unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are of Equal or Better Quality for any of those set forth in the specifications or otherwise in this Plan.

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

INTERIM USE AND OCCUPANCY AGREEMENTS

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

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

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

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

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

Purchasers entering into an Interim Use and Occupancy Agreement for an Unsold Unit will be required to pay the legal fees of DL PARTNERS, in connection therewith, upon execution of the Interim Use and Occupancy Agreement. Such fee shall be approximately $1,500.00, plus disbursements. Notwithstanding the foregoing, Sponsor will be under no obligation to enter into any Interim Use and Occupancy Agreement and no portion of the Use and Occupancy fee paid under the Interim Use and Occupancy Agreement will be credited towards the Purchase Price of an Unsold Unit unless the Interim Use and Occupancy Agreement expressly provides. A copy of the form Interim Use and Occupancy Agreement is located in Part II of the Plan.

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

PROCEDURE TO PURCHASE

A person desiring to purchase a Unit in the Condominium shall be required to execute a Purchase Agreement in quadruplicate, the form of which is contained in Part II, and return it to the Sponsor and/or Selling Agent, together with a check representing the Down Payment in an amount equal to (a) ten percent (10%) of the Purchase Price or (b) fifty percent (50%) of the Purchase Price if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). At the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement, or (ii) within 15 days of the presentation date of the amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Down Payment in an amount equal to five percent (5%) of the Purchase Price. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the Initial Down Payment together with the Additional Down Payment in a total amount equal to fifteen percent (15%) of the Purchase Price. All such payments shall be made by check drawn on a member bank of the New York Clearing House Association made payable to "DL PARTNERS, as Escrow Agent", or by wire transfer upon prior consent by Sponsor and Escrow Agent. All such checks shall be subject to collection and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect, and to retain any Down Payment and other amounts previously deposited. These Down Payment deposits may be increased for the entire cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement. DL PARTNERS shall be the "Escrow Agent" for Sponsor and Purchaser pursuant to the Purchase Agreement and the Offering Plan. Notwithstanding anything herein to the contrary, whether or not the Sponsor has canceled the Purchase Agreement as provided above, if the Sponsor has not collected the proceeds of any check for any payment due under the Purchase Agreement, then the Sponsor may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Sponsor in connection therewith.

A Purchaser who is interested in acquiring the right to use a Storage Space must also commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the down payment paid under the Purchase Agreement shall include 15% or, if applicable, 50% of the Storage Space License Payment (the "License Deposit") as well as 15% or, if applicable, 50% of the Purchase Price of the Unit. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Space reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and Storage Space reservation due to Purchaser's default, provided same does not constitute an unenforceable penalty under applicable law.

Purchasers pursuant to this Offering Plan who have not had an opportunity to review the Offering Plan and any filed amendments for at least three (3) business days prior to their executing a Purchase Agreement shall be afforded seven (7) days after delivering an executed Purchase

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

A deposit in the amount of no more than Two Hundred Dollars ($200.00) payable in check or money order to the Sponsor is required of all prospective purchasers in order to obtain a copy of the Plan. The amount of the deposit will either be credited toward the Down Payment of a Unit, or returned upon execution of the Purchase Agreement by Sponsor for anyone who purchases a Unit or refunded to anyone who does not purchase a Unit if a copy of the Plan is returned undamaged, but subject to normal wear and tear, together with the original receipt, within thirty (30) days of receipt of a copy of the Plan.

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

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of DL PARTNERS, with an address at 9 East 40th Street, 5th Floor, New York, NY 10016, telephone number 212-564-9800, to serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust. The Escrow Agent has established the escrow account at Webster Bank, located at One Jericho Plaza, Jericho, New York 11753 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "DL PARTNERS Escrow Account for 175 East 82nd Street Condominium" or a similar name (the "Escrow Account"). Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00.

Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

The Escrow Agent has designated the following partners to serve as signatories: Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Jose M. Rivera, Esq., Bettina Miraglia, Esq., Jonharold Cicero, Esq., Christopher M. Tarnok, Esq. and Eric. R. Garcia. 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.

All Deposits remitted to Escrow Agent shall be in the form of certified or official checks, personal checks subject to collection, or wire transfers upon prior consent by Sponsor and Escrow Agent, and shall be made payable to, or endorsed by the Purchaser, to the order of DL Partners, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Bank.

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

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

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

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

(d) The Purchase Agreement shall contain the following:

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

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

The Form Purchase Agreement is set forth in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Section 16 of the Purchase Agreement, which must be executed by the Escrow Agent. 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 the Purchase Agreement has been executed by all necessary parties and tendered, along with the Deposit, to Escrow Agent (the "Date of Tender"), he or she may cancel the Purchase Agreement within ninety (90) days after the Date of Tender. 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.

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the 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 §§352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a), (b), or (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 Condominium 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 thereto; or

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

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

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

In the event that insufficient funds are raised through the offering or otherwise to effectuate the contemplated transaction, or in the event the Sponsor is unable for any reason to perform in accordance with the terms of the Purchase Agreement and the Purchase Agreement has been subsequently terminated as set forth above, such monies will be fully returned to Purchaser with any interest. In the event a Purchaser is entitled to rescind his Purchase Agreement, the Purchaser will not receive a refund of any additional escrowed funds for custom work to the extent such funds have been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work. However, should Sponsor abandon this Offering Plan, the Purchase Agreement shall be deemed cancelled, and Sponsor shall, not later than twenty (20) days thereafter, return in full all monies paid by Purchaser thereunder, including any funds paid for custom work.

As set forth above, the only other time monies received for the purchase of a Unit shall be disbursed from the Escrow Account are at the closing of title to a Unit by such Purchaser or upon a default by a Purchaser which is not cured within any time periods permitted, provided that no Deposit to be released pursuant to an uncured default shall be released prior to the Consummation of the Offering Plan. Any withdrawals or disbursement of funds from the Escrow Account shall be made only upon the written approval by a partner in the firm of DL PARTNERS, despite the fact that Webster Bank may be a party to an escrow agreement with respect to such account or accounts. The amounts paid by the Purchasers prior to closing will be handled in accordance with the escrow and trust fund provisions of the Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto. If this Offering is not consummated for any reason, Purchaser shall not lose any of his or her Down Payment.

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

The Escrow Agent will maintain all records concerning the escrow account for seven (7) years after the release of the funds.

Subsequent to the date that the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser. The notice shall state the date of the First Unit Closing and set forth the closing date for the respective Unit. Purchasers shall be given not less than thirty (30) days' notice of the

closing of title on their Units. This notice period may be waived by Purchasers. The notice shall also provide that the balance of the Purchase Price shall be due at closing of title. The balance of the cash portion of the purchase price must be paid by cash, unendorsed certified, teller's or cashier's check made payable to the order of Sponsor or as otherwise directed by Sponsor. In all cases, all checks are to be drawn on a member bank of the New York Clearing House Association. The notice to Purchaser shall also specify when Common Charges will be due and payable.

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

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

The First Year of Condominium operation is estimated to be July 1, 2027 through June 30, 2028. Therefore, Sponsor anticipates that the first closing of a unit will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of title to the first Unit; or (ii) the projected date of Closing of title to the first Unit occurs later than June 30, 2028, twelve (12) months after the projected date for the first Unit Closing. If the Plan is amended to provide for a later projected date for the first Unit Closing, Purchasers will be entitled to an offer of rescission if the first Unit Closing occurs more than twelve (12) months beyond that amended, later date. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Units. Accordingly, it is a special risk of this Offering Plan that the First Unit Closing may occur sooner or later than the projected First Year of Condominium operation and closing to certain Units may occur substantially before or after closing for other Units.

Purchaser should note that even if the First Unit Closing occurs on or before July 1, 2027 or within the twelve (12) month period thereafter, the Sponsor may schedule the closings of title to other Units significantly later than such date. The Closing of subsequent Units may be substantially delayed beyond such date if a TCO or PCO covering such Units has not been issued. In such case, provided Sponsor is diligently pursuing completion of construction and the issuance

of a TCO or PCO and is otherwise in compliance with its obligations under the Offering Plan, Purchasers will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for their respective Units. Unless your Purchase Agreement contains an outside Closing date, Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than fifteen percent (15%) of the Purchase Price, and any other amounts paid by the Purchaser for any special or custom work, plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) of the Purchase Price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement, or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement to otherwise enforcing either Seller's rights or Purchaser's obligations hereunder, provided Sponsor is the prevailing party in any such dispute.

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, and within thirty (30) days of a reasonable assessment of damages by its insurance carrier, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the

Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his or her insurance needs.

Within twenty (20) days of receiving four (4) copies of a Purchase Agreement, each executed by Purchaser, together with the required Down Payment, the Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement or reject the Purchase Agreement by returning to Purchaser the Down Payment tendered. If Sponsor takes no action within said twenty (20) day period the Purchase Agreement shall be deemed null and void. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, sex, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute a Purchase Agreement for any Unit, or a Purchase Agreement or Purchase Agreements, as the case may be, for more than one (1) Unit to any one (1) person or entity.

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

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

Further, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will also be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be

required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as Exhibit A to the Purchase Agreement which is included in Part II of the Offering Plan.

Any Residential Unit Owner assigned a Storage Space in the Building will be required to execute a Storage Space License governing the use of the Storage Space. A copy of the Storage Space Licenses to be executed at Closing is set forth as Exhibit B to the Purchase Agreement which is included in Part II of the Offering Plan. The Storage Space License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Space License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Space License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space in question will devolve to the Board of Managers which shall have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Spaces to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. After the first year of the term of the Storage Space License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the term of the Storage Space License. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the date of the License and will continue for the following twelve (12) months. Thereafter the Board of Managers may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Spaces. Such License fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

In addition, the assigned Storage Spaces may not be completed prior to the closing of title to a particular Residential Unit and the fact that a Storage Space may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Space will be held in escrow by Sponsor's attorneys until the date that the Storage Space is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Storage Spaces prior to the issuance of a Temporary Certificate of Occupancy for all of the Residential Units in the Building. Purchaser shall also be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Space, which obligation shall survive the Closing.

The Storage Spaces are located on the cellar level of the Building. The Sponsor and the Board cannot make any representation that the Storage Spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Spaces. Residential Unit Owners who place items in the Storage Spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must

comply with Applicable Law regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Since there are only fifteen (15) Storage Space Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Space License and how many Storage Space Licenses are sold to an individual Purchaser. A Storage Space License will only be sold by Sponsor to a Purchaser of a Residential Unit.

Further, Sponsor makes no representation that the size of a Storage Space as set forth on Schedule A-2 will accommodate the items which a Purchaser intends to store in the Storage Space.

Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Storage Space under contract) to reconfigure, change, combine, relocate and/or modify any Storage Space, including, but not limited to, increasing the number of Storage Spaces in its sole discretion in order to sell, assign and/or lease any Storage Space. So long as such modification does not affect access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Storage Space or to any other portion of the Common Elements. In the event any portion of the Common Elements are affected, such modification shall, require the consent of the Board of Managers (which consent will not be unreasonably withheld, conditioned or delayed, and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee). The right to use such General or Limited Common Elements exclusively, as if it were a part of such Storage Space(s) shall not require an amendment to the Declaration by reason thereof. In such event, the By-Laws provide that such Storage Space Licensee(s) shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Storage Space Licensee(s) exercise such exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Storage Space Licensee(s) cease to exercise such exclusive right of use.

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

Sponsor reserves the right to negotiate all aspects of the purchase price of Units and/or Storage Space Licenses, including, but not limited to possible Sponsor financing, terms of the financing contingency, if any, including, but not limited to, the amount financed and the rate of interest of such financing contingency, decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced Down Payment deposits (but at least One

Thousand Dollars ($1,000.00)) and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

Purchaser shall represent that Purchaser has full right and authority to execute the Purchase Agreement and perform Purchaser's obligations thereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser shall further represent that the Down Payment shall represent Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Down Payment.

Purchaser shall be required to represent that: it is not now, nor shall it be at any time prior to or at the Closing, an individual, corporation, partnership, joint venture, trust trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise; and neither Purchaser nor any person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312(a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

Purchaser shall further represent that he or she has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser shall at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107 56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. App. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. The provisions of this paragraph shall survive the Closing of title to the Unit or termination of this Agreement.

Additionally, pursuant to the form Purchase Agreement set forth in Part II of the Offering Plan, Sponsor and Purchaser agree to keep all of the terms and conditions of the Purchase Agreement confidential. Sponsor and Purchaser agree that any information which is required to be

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

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

Pursuant to the Condominium Declaration and By-Laws, the future assignment or rental of any Storage Space licensed by Sponsor or a Sponsor-designee does not require the ownership by Sponsor or a Sponsor-designee of a Residential Unit. Alternatively, the future assignment or rental of a Storage Space licensed by any other Unit Owner, other than the Sponsor or a Sponsor-designee, requires the simultaneous ownership by such Unit Owner of a Residential Unit. However, the Sponsor or a Sponsor-designee will only sell a Storage Space License to a Residential Unit Owner.

Pursuant to the Geographic Targeting Order issued on January 6, 2016, as revised on October 10, 2025 (and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a "Legal Entity" as defined in the Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, or Staten Island; (3) the total purchase price is $300,000.00 or more; (4) the purchaser does not obtain a bank loan or similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. The Order affects all residential real property closings occurring on or after November 17, 2018 and until the expiration of the effective period of such Order, i.e., February 28, 2026, which date is subject to change by FinCEN. A copy of the Geographic Targeting Order can be found at www.fincen.gov/system/files/2025-10/RRE-GTO-Order.pdf.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Any purported assignment of a Purchase Agreement in violation hereof shall be voidable at the option of Sponsor. In the event Sponsor consents to the assignment of a Purchase Agreement, Purchaser shall pay DL PARTNERS a legal fee for reviewing the assignment agreement. Such fee shall be approximately $1,500.00, plus disbursements.

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

EFFECTIVE DATE OF PLAN

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

The Plan may be declared effective when Purchase Agreements have been both executed and accepted by a bona fide Purchaser (including investors) and Sponsor for the sale of eleven (11) Units, which represent a minimum of at least fifteen percent (15%) of the Units offered under the Plan. Sponsor will determine the number of signed Purchase Agreements required to declare the Plan effective based upon the total number of anticipated Units in the Building rather than the number of Units initially offered by the Sponsor. Sponsor will at all times offer at least fifteen percent (15%) of the Units prior to declaring the Plan effective. However, if after Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units.

The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of fifty-nine (59) Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan.

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

Once a Plan has been declared effective, Sponsor may not abandon it for any reason other than for: (a) a defect in title which cannot be cured without litigation or cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.50%) of the Total Purchase Price set forth on the front cover of the Plan as same may be amended from time to time; or (b) work orders of a mortgagee or hazardous or dangerous conditions that cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.50%) of the Total Purchase Price set forth on the front cover of the Plan; or (c) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.50%) of the Total Purchase Price set forth on the front cover of the Plan as same may be amended from time to time; or (d) the

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

Sponsor anticipates that the first closing of a unit will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of Closing of title to the first Unit; or (ii) the projected date of Closing of title to the first Unit occurs later than June 30, 2028, twelve (12) months after the projected date for the first Unit Closing. If the Plan is amended to provide for a later projected date for the first Unit Closing, Purchasers will be entitled to an offer of rescission if the first Unit Closing occurs more than twelve (12) months beyond that amended, later date.

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

The Plan will not be declared effective based upon Purchase Agreements: (a) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (b) if the Purchaser was either not afforded at least three (3) business days to review the Plan, and all filed amendments thereto prior to executing a Purchase Agreement, or if he was not permitted seven (7) days after delivering an executed Purchase Agreement and deposit to rescind the Purchase Agreement; or (c) with any Purchaser who is the Sponsor/Selling Agent or the Managing Agent or is a principal of the Sponsor/Selling Agent or the Managing Agent or is related to the Sponsor/Selling Agent or the Managing Agent or to any principal of the Sponsor/Selling Agent or Managing Agent by blood, marriage or adoption or as a business associate, an employee or a shareholder or a limited partner, except that such a Purchaser, other than the Sponsor or a principal of the Sponsor may be included if Sponsor submits proof satisfactory to the Department of Law establishing that the Purchaser is a bona fide Purchaser.

TERMS OF SALE

When sold by the Sponsor, the Units will be sold in fee simple to Purchasers, who may be individuals, a duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in Schedule A and the sale of Storage Space Licenses will be made at the respective offering prices set forth in Schedule A-2 (as such prices may be changed by the Sponsor), and, with respect to Units, will include the respective undivided interests in the Common Elements. Good and marketable title to the Units and their appurtenant interests in the Common Elements will be conveyed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than those set forth below. The form of Unit Deed is set forth in Part II of the Plan.

1. Any state of facts which an accurate survey would show, including possible encroachment upon the Unit being insured by adjoining Units and/or Common Elements and possible encroachments of the insured Unit upon adjoining Units and/or Common Elements, providing such survey does not render title unmarketable;

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

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

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

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

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

7. Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut (Sponsor is not currently aware of any such consents, except those which may be expressly listed herein);

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

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

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

11. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent residential use of the Residential Units and legal permitted use of the Commercial Unit at the Property or prevent the existence of the new structure, including, but not limited to, the following:

    a. Zoning Lot Development and Easement Agreement made by and between 170 East 83rd Street Owner LLC and East 82 Owner LLC, dated as of 6/5/2024 and recorded 6/7/2024 as CRFN 2024000147094. (Affects Lot 31 and 33);

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

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

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

15. Covenants, conditions, restrictions, easements and agreements set forth in Zoning Lot and Development Agreement, Zoning Lot Descriptions and Ownership Certifications and/or Zoning Lot Certifications to be recorded;

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

The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing. As set forth in the section of the Plan titled "Effective Date", in the event of a casualty which cannot be repaired for less than a cost which exceeds an amount equaling one half of one percent (0.50%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated with respect to the casualty by an insurance adjuster retained by Sponsor) and which occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such event all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

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

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

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

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to his or her Affected Unit has been substantially repaired

as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonably adequate means of ingress and egress to the street have been restored.

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

Should Sponsor decide to make repairs to an Affected Unit, such repairs shall be done within a reasonable amount of time after the occurrence of the casualty. However, notwithstanding anything to the contrary herein, the Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any unforeseen delay in repairing the damage.

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

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

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

CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD

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

(a) Any Common Charges which are Sponsor's obligation for the period from the First Unit Closing to the end of the month in which same occurs;

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

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

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

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

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

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

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

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

(j) vault charges, if any;

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

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

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum equal to one (1) month of Common Charges for the Unit being purchased at the time of the closing. This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid

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

No provision has been made for any Reserve Fund for the Condominium other than any reserve fund line item as set forth in Schedule B located in Part I of the Plan. The Reserve Fund line item included in Schedule B for the First Year of Condominium Operation is based upon a reserve study performed by Strategic Inspections, LLC, having an office address at 150 Main Street, Suite 2, Port Washington, New York 11050. A copy of the reserve study is included in Part II of the Plan. Despite the contributions from Unit Purchasers (as disclosed below) and from Common Charges during the First Year of Condominium operation, if additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

At Closing, Purchasers will be required to make a contribution to the Condominium's Reserve Fund, in an amount equal to one (1) month's Common Charges for the Unit(s) purchased, as disclosed in Schedule A (as may be amended from time to time). Reserve Fund contributions will be deposited in a separate Reserve Fund account maintained by the Condominium's Managing Agent.

NO RESERVE FUND SHALL BE ESTABLISHED AT THE FIRST UNIT CLOSING.

No provision has been made for any Reserve Fund or for any Working Capital Fund other than as set forth in Schedule B and/or above.

CLOSING OF TITLE TO UNITS

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

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

(1) The issuance of a TCO or PCO for the Building, or, alternatively, the issuance of a TCO or PCO for the Unit closed. Sponsor shall complete construction and obtain a PCO for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the TCO, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to the First Unit Sponsor has only obtained a "Class A" residential TCO covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover (i) the cost to complete all alterations and improvements to the public portions and common areas of the Building, and (ii) the cost to obtain a "Class A" residential PCO covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a "Class A" residential PCO covering the Building. Alternatively, upon approval by the Department of Law, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond or other collateral acceptable to the Department of Law.

Purchasers are advised that in New York City, newly constructed buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO

received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

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

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

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

(5) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications

and that Sponsor has satisfied, or will satisfy prior to closing of title, all of the requirements of this section titled "Closing of Title to Units".

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

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

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

a. Payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Purchaser may order such insurance from any reputable title or abstract company authorized to do business in the State of New York without incurring a penalty, including Royal Abstract (Tel. No. 212-376-0900) ("Royal"). Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York ("DFS"), and should be the same, regardless of the title or abstract company used, for any given property. Rates for fee title insurance as of the date of this Plan, as quoted by Royal, are as follows, but are subject to change based on DFS approval: a base rate of $382.00 for the first $35,000.00 in coverage; $6.34 per thousand dollars of purchase price in excess of $35,000.00 up to $50,000.00, plus $5.16 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $4.14 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00, plus $3.78 per thousand dollars of purchase price in excess of $500,000.00 up to $1,000,000.00; plus $3.48 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.00.

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

b. Recording fee for recording the deed and power of attorney of approximately $500.00;

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

   1. Legal fees of the lending institution's attorney;

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Royal, as of the date of this Plan are as follows: a base rate of $327.00 for the first $35,000.00 in coverage; $5.27 per thousand dollars of coverage in excess of $35,000.00 up to $50,000.00, plus $4.31 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00, plus $3.46 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00; plus $3.14 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $2.90 per thousand dollars of coverage in excess of $1,000,000.00 up to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, insurance coverage rates may be discounted;

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

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

5. Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution;

d. New York City Real Property Transfer Tax ("NYC Transfer Tax"), which is currently at a rate equal to one percent (1%) of the consideration paid for residential real property if such consideration is $500,000.00 or less, and one and four hundred twenty-five thousandths percent (1.425%) of the consideration paid for residential real property where such consideration is greater than $500,000.00. The non-residential rates where consideration is $500,000.00 or less, and where consideration is greater than $500,000.00, are one and four hundred twenty-five thousandths percent (1.425%) and two and six hundred twenty-five thousandths

percent (2.625%), respectively. It is customary in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes discussed in e. immediately below. In condominium transactions, either the seller or the Purchaser can pay these transfer taxes. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying the NYC Transfer Tax with respect to this project, consideration also includes the amount of NYC Transfer Tax and NYS Transfer Tax (defined below) to be paid for the Unit and any Storage Space License, as well as the Purchaser's payment of Sponsor's legal fees as set forth in (g) below.

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

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

In the event that the taxing authority of the City of New York determines that the conveyance of either (i) a Residential Unit together with a Storage Space License, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00 and the higher Deed Stamps rate of $3.25 for each $500.00 of consideration or part thereof shall apply where the aggregate consideration is $2,000,000.00 or more. This higher rate would be applicable even if such total consideration is less than the $3,000,000.00, which is the minimum where such higher rate would be applicable to residential real property;

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

g. Legal fee of Sponsor's attorneys in the amount of $3,000.00 per Unit, payable to DL PARTNERS provided that an additional fee of $1,500.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys, at the request of Purchaser;

Furthermore, a legal fee of $1,500.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $1,500.00 shall be payable for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $1,000.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the Mortgage Financing Contingency;

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

i. Under the State Tax Law, Section 1402-a, an additional tax of one percent (1%) of the total consideration is payable by the grantee (Purchaser) on each conveyance of residential real property where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). However, pursuant to revisions to the State Tax Law, namely, to the addition of Section 1402-b thereto, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in

cities in the State of New York with populations of one million or more (including the City of New York), the following higher rates for the Mansion Tax shall be applicable: (i) one and one-quarter percent (1.25%) of consideration with respect to each conveyance where such consideration for the entire conveyance is $2,000,000.00 or more but less than $3,000,000.00; (ii) one and one-half percent (1.50%) of consideration with respect to each conveyance where such consideration for the entire conveyance is $3,000,000.00 or more but less than $5,000,000.00; (iii) two and one-quarter percent (2.25%) with respect to each conveyance where such consideration for the entire conveyance is $5,000,000.00 or more but less than $10,000,000.00; (iv) three and one-quarter percent (3.25%) with respect to each conveyance where such consideration for the entire conveyance is $10,000,000.00 or more but less than $15,000,000.00; (v) three and one-half percent (3.50%) with respect to each conveyance where such consideration for the entire conveyance is $15,000,000.00 or more but less than $20,000,000.00; (vi) three and three-quarters percent (3.75%) with respect to each conveyance where such consideration for the entire conveyance is $20,000,000.00 or more but less than $25,000,000.00; and (vii) three and nine-tenths percent (3.90%) with respect to each conveyance where such consideration for the entire conveyance is $25,000,000.00 or more. For avoidance of doubt, the current rate of one percent (1%) of consideration shall continue to apply with respect to each conveyance where such consideration for the entire conveyance is $1,000,000.00 or more but less than $2,000,000.00. Under the terms of the Offering Plan, a Purchaser shall be liable for payment of the Mansion Tax, if applicable, at the closing of title of the Unit being purchased. For purposes of paying the Mansion Tax with respect to this project, consideration also includes the amount of NYS Transfer Tax and NYC Transfer Tax to be paid for the Unit and any Storage Space License, as well as Purchaser’s payment of Sponsor’s legal fees. Additionally, as stated herein, there is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser.

In the event that the taxing authority of the City of New York determines that either (i) the conveyance of more than one (1) condominium Unit to the same Purchaser (including but not limited to the conveyance of a Residential Unit together with a Storage Space License), or (ii) the conveyance of a Residential Unit together with the licensing of a Storage Space to the same Purchaser, or (iii) the conveyance of a Residential Unit together with such Purchaser's allocable portion of the cost of the Superintendent's Unit, is taxable at the non-residential rates, then, in such event, (a) the NYC Transfer Tax to be paid by Purchaser shall be one and four hundred twenty-five thousandths percent (1.425%) of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and two and six hundred twenty-five thousandths percent (2.625%) of the aggregate consideration when the consideration is greater than $500,000.00, and (b) the higher NYS Transfer Tax rate of $3.25 for each $500.00 of consideration or part thereof shall

apply where the aggregate consideration is $2,000,000.00 or more, even if such consideration is less than the $3,000,000.00 minimum where such higher rate would be applicable to residential real property.

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

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

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

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

The Purchaser will be required to pay to the Board of Managers Common Charges allocable to his Unit and any Storage Space Monthly Licensee Fees, if applicable, monthly in advance. Common Charges assessed during the month in which title closes shall be adjusted with the Sponsor as of the midnight preceding the closing date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges and any Storage Space Monthly Licensee Fees, if applicable, which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in closing of title by Purchaser. The amount of such Common Charges and any Storage Space Monthly Licensee Fees, if applicable, to be assessed against each Unit and Storage Space, if applicable, will be fixed by the Board of Managers. Common Charges

and any Storage Space Monthly Licensee Fees, if applicable, to be initially assessed are expected to conform to those shown in Schedules A and A-2, respectively, contained herein.

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

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

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on July 1, 2027, Sponsor will have paid the real estate taxes for the Property through December 31, 2027. Sponsor shall place in escrow in the name of the Condominium's Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for six (6) months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for all or part of this six (6) month period, then this six (6) month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. For example, if the First Unit Closing occurs on July 1, 2027, and real estate tax have been paid through December 31, 2027, then Sponsor shall be required to place zero (0) months into escrow in the name of the Condominium's Board of Managers to cover real estate taxes since real estate taxes have already been paid by Sponsor for the six (6) month period. If any escrow amount is due, Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing or an amount necessary to pay the amount of allocated taxes for the Unit which will be due on the next tax payment date (which in New York City is either July 1st or January 1st). At the option of Sponsor, this funding may occur in addition to Purchaser paying such funds to its mortgagee, or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit. Notwithstanding anything to the contrary herein, Sponsor shall have the sole and absolute

discretion to elect, in lieu of establishing at the First Unit Closing the real estate tax escrow described Immediately hereinabove, to cause the Board of Managers (for so long as Sponsor controls the same), pursuant to Article VI Section 17 of the By-Laws, to charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, until the Units have been separately assessed for real estate tax purposes.

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

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

2. Mortgage Tax Credit

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

(a) "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two (2) years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three (§253(1)(a)) of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of

interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

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

(b) In the event the mortgage recording tax credit pursuant to Section 339-ee(2) of the New York Condominium Act is unavailable, Sponsor, at its option, may arrange, in lieu of the mortgage recording tax credit, to have its Lender, if any, as the holder of any loans encumbering the Property, assign to a Purchaser's lender, a portion of Lender's mortgages, in an amount equal to the mortgage loan obtained by Purchaser (the "Mortgage Assignment"). If Sponsor chooses to have Lender deliver a Mortgage Assignment to Purchaser's lender, Sponsor will pay the costs and fees charged by Purchaser's lender, and Purchaser's lender's attorneys, as well as all applicable recording charges to effect the contemplated assignment ("Mortgage Assignment Expenses"). The foregoing transaction, as contemplated herein, will not result in any additional risk or cost to the Purchaser and can only be initiated if Purchaser has procured mortgage financing for their Unit purchase. As a mortgage assignment transaction may require additional coordination between lenders, Purchaser and Sponsor, it may potentially delay the Closing. In which case, Purchaser shall not be liable for any adjournment fees.

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

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

A numerical example for the costs set forth in this section of the Offering Plan for a typical Residential Unit (10C) with a purchase price of $6,000,000.00 and a mortgage of $4,800,000.00 are estimated as set forth below. Tax, insurance and recording rates are subject to change.

1.	Title insurance for fee and mortgage, $25,669.00 ($21,291.00 fee) ($4,378.00 mortgage);	$ 25,669.00
2.	recording costs for deed and power of attorney $500.00;	$ 500.00
3.	mortgage recording tax (including payment to Sponsor pertaining to mortgage tax credit, if any) $104,370.00 ($92,370.00 Borrower) ($12,000.00 Lender);	$ 104,370.00
4.	recording cost of mortgage, partial release, UCC Termination Statement $650.00;	$ 650.00
5.	New York City Real Property Transfer Tax $87,317.76;	$ 87,317.76
6.	New York State Real Estate Transfer Taxes (deed stamps) $39,578.50;	$ 39,578.50
7.	New York State Mansion Tax $136,992.21;	$ 136,992.21
8.	legal fee of Sponsor's attorney (assuming the closing takes place in the office of Sponsor's attorneys, no assignment and no unauthorized delay in closing by Purchaser) $3,000.00;	$ 3,000.00
9.	Working Capital Fund and Reserve Fund (Each 1 month of common charges) ($3,154.81 x 2);	$ 6,309.62
10.	Share of Superintendent's Unit Purchase Price;	$ 42,731.98
11.	Real Estate Tax Escrow and Real Estate Tax Adjustment –	

For a closing occurring on July 1, 2027, first half 2027/2028 real estate taxes will have been paid. Therefore, for second half 2027/2028 real estate taxes, due January 1, 2028, six (6) months of real estate tax escrow would be picked up. For Unit 10C, this amount would be estimated at $20,691.48, based upon Unit 10C's percentage common interest multiplied by the estimated second half 2027/2028 tax liability for the Condominium, as estimated by Tuchman, Weiss, Liebman & Lindemann, LLP, as set forth in their Real Estate Tax Estimate in Part II herein. It is also noted that for a January 1, 2027 closing, where the second half 2027/2028 real estate taxes will have been paid, Purchaser would have to reimburse Seller for six (6) months of real estate

taxes. For Unit 10C, based upon Unit 10C's percentage common interest multiplied by the estimated second half 2027/2028 tax liability for the Condominium, as estimated by Tuchman, Weiss, Liebman & Lindemann, LLP, as set forth in their Real Estate Tax Estimate in Part II herein, this amount would equal a minimum of $20,691.48 for such six (6) month period. $ 20,691.48

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

$467,810.55

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Pursuant to 13 NYCRR 20.5(c)(4) of the Attorney General's Regulations, in the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers, will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

The project is being financed from Sponsor's own funds and from construction loan financing to be provided by MSD RCOF Partners XC, LLC, One Vanderbilt Avenue, 26th floor, New York, New York 10017 (hereinafter the "Construction Lender"). Pursuant to the terms of the Sponsor's construction loan financing, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents, and has an option to rent the Units. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit, which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Construction Lender will agree to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender. Sponsor will disclose the procurement of any future construction loan, if any, in an amendment to the Offering Plan.

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

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

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost and with the proceeds of any construction financing, complete the construction of the Units and Common Elements substantially in accordance with the plans and specifications described herein. If any work still remains to be done to complete such work, provided such work will not prevent the issuance of a PCO, Sponsor, at Sponsor's own cost and expense, will perform or cause all such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units or Common Elements.

The Sponsor reserves the right to substitute for any of the materials or any of the construction procedures specified in either the New Building Plans, the Description of Property and Building Specifications or elsewhere in the Plan, materials which are of Equal or Better Quality and design and/or construction procedures which are of Equal or Better Quality as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment and procedures described in this Plan and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are of Equal or Better Quality and design and/or similar construction procedures for any of those set forth in the specifications or otherwise in this Plan.

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

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any Storage Space, including, but not limited to, increasing the number of Storage Spaces in its sole discretion.

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

Changes to the size, layout or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or material changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser, shall be made only with the written consent of the Purchaser of such Unit, provided, however, that such Purchaser's consent shall only be required if the Purchaser is not then in default. No material changes to the amount or quality of Common Elements shall be made unless all purchasers in contract consent to such change. Notwithstanding the foregoing, such changes may be made,

provided all Purchasers who are not then in default either consent in writing to such changes or are given the right to rescind and receive from Sponsor a return of any deposit or Down Payment for fifteen (15) days from the date of mailing or personal delivery of written notice from Sponsor.

Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of equal or better quality. Such changes or substitutions shall not be materially adverse and shall not materially and adversely affect the value of a Unit.

Further, Sponsor cannot make a material adverse change with respect to a Storage Space License Agreement for which there is an executed Purchase Agreement without the Purchaser's consent or granting the right to rescind his Purchase Agreement as to the affected Storage Space License. Should the Purchaser make a timely election to rescind pursuant to a right of rescission offered by Sponsor, Sponsor shall return to Purchaser the portion of the deposit allocated to the applicable Storage Space License (i.e. 15%, or if applicable, 50%, of the Storage Space License Payment), and the Total Purchase Price shall be reduced by the amount of the applicable Storage Space License Payment specified in the Purchase Agreement.

3. The Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a TCO or PCO for the Unit closed. Sponsor shall complete construction and obtain a PCO for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the TCO, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Unit Sponsor has only obtained a TCO covering such Unit, then Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b), or place in escrow with the Escrow Agent an amount, as determined by Sponsor's architect, which is sufficient in such architect's certified opinion to cover (i) the cost which is reasonably necessary to complete the work needed to obtain a PCO. Such escrowed amount shall be released to Sponsor or its designee upon the obtaining of a PCO allowing for Class A Multiple Dwelling covering the Building. Alternatively, upon approval by the Department of Law, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond or other collateral acceptable to the Department of Law.

   Purchasers are advised that in New York City, newly constructed buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have

been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the written consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee, so long as Sponsor has obtained written proof/documentation that such alterations adversely affect the issuance of a PCO. In the event such documentation has been obtained by Sponsor, the Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled, upon

reasonable notice and in compliance with the requirements of applicable law, to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

4. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the section of the Plan titled "Closing Costs and Adjustments," and will pay or have paid, except as otherwise provided in the Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

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

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

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

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

7. The Sponsor will promptly correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, affected within six (6) months from the date of closing of title to such Unit or, with respect to Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. If any defect in the Common Elements can only be detected after said period by occupancy of a particular Unit, Sponsor will correct said defect in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein due to improper workmanship or materials materially at variance with the architectural plans and specifications, if notified by the Board of Managers within six (6) months from closing of title to or first leasing of that particular Unit. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to material improper workmanship or material materially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Common Elements, and/or Commercial Common Elements, within one (1) year after the later of (i) the issuance of the first certificate of occupancy, or (ii) the completion of that portion of the General Common Element, Residential Common Element, and/or Commercial Common element that is claimed to be defective. Notwithstanding anything contained in the Offering Plan to the contrary, Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all applicable codes and filed plans and specification (subject to Sponsor's right to substitute anything that is of equal or better quality) and that any conflict between the disclaimers contained in the Offering Plan and the Sponsor's obligation to construct the Premises in accordance with all applicable codes, filed plans and specifications shall be resolved in favor of the latter. Sponsor, in its sole discretion, shall select the method of correcting any defect. On three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

   Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified within the time

periods specified herein or (ii) the Board of Managers and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor makes no warranties as to kitchen appliances or other appliances and mechanical equipment in the Unit, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same are assignable.

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

Sponsor shall be obligated to repair only abnormally chipped stone, Formica, ceramic and porcelain surfaces, which repair shall be made by grinding the stone, filling the Formica or ceramic or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, Formica, ceramic or porcelain surfaces.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

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

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

Notwithstanding any representations set forth in this Offering Plan, Sponsor is obligated to build and complete the Condominium substantially in accordance with the building plans and specifications identified in the Plan.

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

As set forth in the section of the Plan titled "Effective Date," in the event casualty which cannot be repaired for cost of less than an amount equaling one half of one percent (0.50%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

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

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

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

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

Should Sponsor decide to make repairs to an Affected Unit, such repairs shall be done within a reasonable amount of time after the occurrence of the casualty. However, notwithstanding anything to the contrary herein, the Sponsor and/or the Condominium will

in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any unforeseen delay, subject to force majeure, in repairing the damage.

9. Sponsor shall deliver to The Board of Managers a set of as-built architectural plans upon completion of the project.

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

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

    Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

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

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

13. In the event of the dissolution or liquidation of the Sponsor or the transfer of the lesser of ten (10) Units or twenty percent (20%) or more of the total number of Units in the Condominium, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

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

15. During the time the principal of the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

16. Construction is a complicated process requiring the coordination of numerous tasks, contractors, and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement or construction defects in order to satisfy Sponsor's obligations under the Offering Plan. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that construction workers and related personnel will be at the Building from time to time, making adjustments, corrections, and otherwise completing construction of the Building. During this period, various Building systems, including water supply, HVAC, and elevators, may be undergoing completion work and may need to be shut down temporarily from time to time. Adjustments to windows, elevators, and other systems may require substantial time to be completed after the First Unit Closing. Additionally, the presence of scaffolding, hoists, or construction elevator shafts or similar temporary construction facilities may delay the Closing of title to certain Residential Units or lines of Residential Units until such temporary construction facilities are removed. The foregoing shall not be interpreted to abrogate Purchasers' rights or Sponsor's obligations in accordance with the terms of this Offering Plan and applicable law. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement: (i) as a result of any of the conditions described above, including but not limited to interruption of services in the Building, presence of scaffolding or other temporary construction facilities, or presence of workers or continuation of construction at the Building; or (ii) in the event of non-completion of any item on construction on any projected date. The First Year of Condominium operation is estimated to be July 1, 2027 through June 30, 2028. It is anticipated that construction will be completed in December 2027.

17. Sponsor shall not be obligated to make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"). Prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. It is noted that although it is the intent of Sponsor that all Units be offered for sale pursuant to the terms of the Offering Plan, Sponsor has reserved the unconditional right to lease certain Units to tenants after Consummation of the Plan. However, the Sponsor may not lease Units without restriction prior to the Consummation of the Plan. the only permitted occupancy

before the Plan Consummation is via an interim use and occupancy agreement signed in conjunction with a Purchase Agreement. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of Units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to rent Units rather than sell same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after consummation of the Offering Plan, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1.(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers. Purchasers of any leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

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, is may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the Units in the building or group of buildings, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of ten percent (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.

Additionally, all of the Storage Space Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-2 located in Part I of the Offering Plan.

Since there are fifteen (15) Storage Space Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Space License and how many Storage Space Licenses will be sold to an individual purchaser.

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

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to his Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 17 of this section shall survive delivery of the deed. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Units, Storage Spaces, and all other Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

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

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

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

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

3) Right to show vacant or leased Units and Storage Spaces;

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

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

Sponsor's Right to Perform Alterations

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

Amendments to Condominium Declaration and By-Laws

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees). Should such an amendment have a material adverse effect on a purchaser of a Unit in

contract, Sponsor shall offer to such purchaser a right to rescind his purchase agreement pursuant to 13 NYCRR 20.5(a)(5) of the Attorney General's Regulations.

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

Marketing Materials

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

MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS

Management Agreement

At or prior to the First Unit Closing, the Condominium Board (hereinafter the "Board") will enter into a management agreement with Clinton Management, LLC ("Managing Agent"), having an office at 42-06 235th Street, Douglaston, New York 11363.

The management agreement will be commence on the date of the First Unit Closing and shall continue until the second anniversary of the last day of the month in which the commencement date falls unless the commencement date is the first day of a calendar month. It shall be subject to the right of the Managing Agent and Board to cancel at any time after the initial term of the agreement upon at least sixty (60) days' prior written notice and shall be in effect until terminated.

The Managing Agent will receive a stated annual fee of $95,000.00 for the first year, payable in equal monthly installments with four percent (3%) annual increases for each subsequent year. Such fee will be paid by the Board and will be charged to all of the Unit Owners as a Shared Common Expense. It is Sponsor's opinion that the projected annual management fee for the Building is a comparable market rate for property management of similar buildings.

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

(a) Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Property (the "Building Services Employees"), who, in each instance shall be the Board's and not Agent's employees. Any, and all, decisions as to hiring, firing and disciplinary actions and all other terms and conditions of employment of the Building Services Employees shall be made by the Board with such consultation with Agent as the Board deems appropriate. Agent shall promptly implement all decisions of the Board. It is expressly understood and agreed that all Building Services Employees are in the employ of the Board, solely, and not in the employ of Agent. The Board agrees that Agent is not a joint employer of the Building Services Employees. The Board is solely responsible for, and liable to, such Building Services Employees for their wages or compensation of any kind, including without limitation, minimum wage, overtime compensation, bonus, sick time, paid family leave or any other compensation required by applicable law, and Agent is not liable to the Board, or others, for any act or omission on the part of such Building Services Employees. If the Building Services Employees are represented by a union, the routine supervision of such employees shall include addressing the day to day matters with such union. However, the Board agrees to compensate Agent separately for the preparation for, and addressing of, any strike or other concerted labor action. Such fees shall be reasonable for the extent of preparation and the duration of a strike or other labor action, if any. Agent shall coordinate compliance with the New York

State and New York City laws relating to sexual harassment adopted in 2018, and as amended (the "Sexual Harassment Laws").

(b) (i) Through the use of the Building Services Employees and third-party contractors retained on behalf of the Board, assist the Board in maintaining and repairing the Property as the Board directs, subject only to the limitations contained in this Agreement or in any Governing Documents. Agent is not responsible for any repairs or maintenance to the interior of any Units unless otherwise provided in this Agreement or authorized by the Board to do so. Agent is not responsible for detecting or uncovering potentially dangerous conditions, construction defects, environmental or hazardous materials issues, water intrusions, mold, fungus or spores, or other defects. Should there be a need to inspect items related to the Property, other than of a general nature, such inspections are beyond the expertise of Agent, and beyond the scope of the duties of Agent under this Agreement. If any such inspections are advisable, Agent may recommend certain other consultants or professionals or contractor to perform such inspections.

(ii) Take such actions as Agent, in its good faith judgment, believes are necessary or appropriate in light of a situation or condition posing imminent threat or harm to Persons or the Property or to avoid the suspension or material diminution of any necessary service or utility to the Property (an "Emergency"). In the case of an Emergency, Agent, on behalf of the Board, has the authority to expend reasonable amounts to alleviate the emergency without prior approval of the Board. An emergency is defined as any condition involving: manifest danger to life or property; a risk to the preservation and safety of the Property or of occupants; or threat of the suspension of necessary services to the Property. If reasonably feasible given the nature of the Emergency, Agent shall confer with the Board regarding Emergency expenditures.

(iii) Any capital improvement, major repair or extensive reconstruction or rehabilitation of the Property, including after a natural disaster, shall be considered a "Major Project". Agent's responsibility under this Agreement shall be limited to making reasonable efforts to have the work constituting the Major Project be done with as little interference or interruption of services to the Property as possible, and that reasonable precautions are taken to preserve and protect the Property and the property of the Unit Owners and the occupants of the Property. If desired by the Board, and upon the agreement of the Board and Agent in a separate written document, the Board may engage Agent to provide additional services with respect to a Major Project. Agent shall not be required to perform supervisory or project management responsibilities for a Major Project as part of the basic services or in the fees provided under this Agreement. Absent a written agreement related to services on a Major Project, any actions by Agent to assist the Board in such Major Project shall be done at the Board's risk and shall not be deemed an acceptance of any responsibility for the Major Project or any portion of the Major Project, except as specifically provided herein, nor an acceptance of any liability for the Major Project.

(c) Recommend and, with the approval of the Board, cause all such acts and things to be done in or about the Property as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, regulations, orders or violations affecting the Property, as a result of any action by any federal, state, or municipal authority having jurisdiction thereover, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "Laws"). If failure promptly to comply with the Laws would or might expose the Board or Agent to civil or criminal liability, Agent has the authority to expend reasonable amounts as necessary to prevent liability without prior approval of the Board. If reasonably feasible given the nature of the potential liability, Agent shall confer with the Board regarding the expenditures..

Agent shall perform the services necessary to comply with the Laws related to annual and other regulatory compliance related to the Units, including window guard, fire safety and lead based paint notices (the "Annual Safety Notices"). If the Property is eligible for what is commonly known as the Coop/Condo Tax Abatement, Agent shall provide the services reasonably necessary to maintain the Property's eligibility for such Abatement and to assist Unit Owners to be eligible. The Board shall pay Agent a fee for these services as set forth in Schedule A. Agent, at its expense, may engage an outside service to assist in the compliance with Annual Safety Notices.

Notwithstanding anything contained in this Agreement to the contrary, the Board hereby acknowledges that in no event shall Agent be liable for the failure of any of the Board, the Unit Owners and/or occupants of the Property to comply with the Laws, the Governing Documents, or the House Rules.

(d) Subject to the directions of the Board, solicit contracts for goods and services reasonably necessary for the operation, maintenance and repair of Board Maintained Areas. The Board shall establish the standards and specifications for the approval of all contracts. All such contracts shall be entered into in the name of the Board and shall be signed by an authorized representative of the Board. Agent shall not be liable to the Board for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for the Board.

(e) On behalf of the Board, purchase all cleaning and other supplies as shall be necessary to properly maintain and operate the Property; make all such purchases either in the Board's name or Agent's name on behalf of the Board at commercially reasonable prices in the area of the Property.

(f) If requested by the Board, through an insurance broker selected by the Board, Agent will assist the Board in procuring the Required Policies (as hereinafter defined) and any other insurance policies Board may elect to maintain. .

(g) Review and process all invoices received by Agent for services, work, and goods ordered in connection with maintaining and operating the Property. Agent shall pay

or cause to be paid all such bills determined by Agent to be properly due and payable. Such payments will include, but not be limited to, payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, corporate income taxes, and governmental charges assessed against the Board or the Property as and when the same shall become due and payable, provided that the Operating Account (as hereinafter defined) has sufficient funds to meet such obligations. The Board and Agent shall establish mutually acceptable protocols for approving invoices for payment and authority for signing.

(h) In a timely manner, bill or cause to be billed, Unit Owners, tenants and sub-tenants of the Board for common charges, assessments and other charges (collectively "Condo Charges"). Agent shall use commercially reasonable efforts to collect Condo Charges. If directed by the Board, at the Board's sole cost and expense, engage an attorney, approved by the Board, to pursue all available remedies available to the Condominium to recover unpaid Condo Charges. If requested by the Board, or if subpoenaed by any litigant based on Agent's role as managing agent of the Property, Agent shall serve as a witness or expert witness on behalf of the Board in any arbitration, discovery proceeding or court or government agency proceeding (a "Legal Action"). Agent shall be entitled to a fee for each hour, or portion thereof, expended by a representative of Agent as a witness, providing information to the Board's counsel, or in document production in a Legal Action. The Board shall pay Agent for such services as set forth in Schedule A.

(i) Cause to be prepared and filed the forms for unemployment insurance, withholding, and social security taxes and all other tax and other forms of federal, state, or municipal authorities relating to employment of the Building Services Employees and maintenance and operation of the Property. Agent, at the Board's expense, may engage a payroll service company for the preparation and filing of payroll and related forms.

(j) Maintain and retain in good order a separate set of the Board's files and records relating to the Property and its operation (the "Records"). The Records will include those generated during the term of this Agreement and any similar documents developed prior to Agent's tenure that the Board delivers to Agent. The Records shall include an income and operating expense statement for the operation of the Property maintained on a cash basis (other than books of account maintained by the Board's accountants), receipted bills and disbursement vouchers, rent records, minutes, insurance policies, correspondence, and other documents related to the Property and the operation thereof. Agent will endeavor diligently and in good faith to maintain the Records in good order, consistent with the standards of other managers of projects similar in scope, size, and quality to the Property in the same market area. However, Agent makes no representation or warranty as to the accuracy or completeness of such Records. In particular, the accuracy of Records not prepared by Agent remains the sole responsibility of the Board.

The Board acknowledges and agrees that Agent may retain copies of the Records for itself. Records may be maintained in digital or non-digital form in any media that Agent

reasonably selects. The parties acknowledge that Records (in any format) may be subject to accidental loss or damage because of fire, equipment malfunction, digital corruption, hacking, water intrusion, or theft, and that Agent is not responsible for any such loss or similar loss [except in the case of gross negligence].

Agent is not required to retain non-digital copies of any Records. If Records are stored in digital media, then the non-digital copies need not be retained, and the Records will not be deemed discarded for the purposes of this Agreement. Non-digital Records not needed for current operations by Agent will be placed in a record storage facility at the Board's expense or turned over to the Board.

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

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

(m) Each year, assist the Board in preparing an operating budget. Agent shall provide a draft of such budget prior to the last meeting of the Board held in each fiscal year of the Condominium. The budget will set forth the anticipated income and expenses for the Board for the ensuing year, a comparison of such budget to the income and expenses of the preceding and current years, and any reasonably required explanations with respect thereto.

(n) Accept applications and references from all prospective Residential Unit Owners and tenants of Residential Unit Owners seeking to purchase or lease a Residential Unit. As part of that application process, Agent shall (A) obtain a basic consumer report relating to each such prospective Residential Unit Owner, tenant, and other proposed adult occupants; (B) obtain from Residential Unit Owners proposing to sell their Residential Unit ("Unit Sale") such record searches as the Board may require and (C) submit same to the Board. Such service shall include collecting and organizing of all necessary documents required to be reviewed by the Board and the scheduling of interviews. Agent shall cooperate with the Board's legal counsel when required. Upon approval of any Unit Sale (or waiver of the Board's right of first refusal), Agent shall act as the Board's representative at the closing of the Unit Sale and shall deliver the Board's waiver of its right of first refusal (if provided by the Board) and any other documents required to be delivered and cause to be provided timely proper documentation of the transfer and the payment of any outstanding charges. The Board authorizes Agent to charge Residential Unit Owners, or the persons submitting the applications, fees directly as set forth in Schedule A.

(o) Accept applications from Residential Unit Owners to perform alterations to their Residential Units. Agent shall (A) obtain copies of the plans for the alterations; (B) if directed by Board, and at the expense of the Residential Unit Owner, engage an architect,

engineer, or other professional to review the plans on behalf of Board, provide recommendations on feasibility of such plans and their compatibility with applicable governmental codes and with the Governing Documents, and supervise the work for conformance to the approved plans; (C) obtain a signed alteration agreement on a form approved by Board; (D) submit completed applications to Board for review; and (E) if Board consents to an alteration, coordinate the work through the Building Services Employees with the Residential Unit Owner so that there will be a minimum of disturbance to the operation of the Property and inconvenience to other Unit Owners, tenants, or sub-tenants. Other than as provided in this SECTION 3(o), Agent shall not be responsible for supervising the alterations by the Residential Unit Owner or for verifying that the alterations are performed in accordance with the plans approved by the Board or in accordance with applicable building codes or other applicable laws. The Board authorizes Agent to charge Residential Unit Owners directly for a fee as set forth in Schedule A for processing such applications. For the purposes of this Agreement, a major alteration is any alteration that requires a building permit to perform the work contemplated by the alteration. All other alterations shall be regular alterations. Work in a Residential Unit that involves painting, installation of wallpaper or carpet, and other such work that does not require Board consent shall be considered decorations.

(p) Cooperate with the Board's tax certiorari attorney in ascertaining the tentative assessed valuations of the Property. Agent shall notify the Board of such assessments and coordinate filing an application for correction of the assessed valuation with the Tax Commission of the City of New York as prepared by the tax certiorari attorney. If the Board has not retained an attorney for such purpose, with the Board's written approval, and at the Board's expense, Agent shall retain an attorney to represent the Board, to prepare such application (with Agent's cooperation) and file such application..

(q) Supervise the moving in of Unit Owners and tenants, and as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Property and of inconvenience to other Unit Owners and Tenants.

(r) Everything done by Agent under and in accordance with the provisions of this Agreement shall be done as the agent of the Board, and all obligations or expenses incurred hereunder shall be for the account, and at the expense, of the Board. Reasonable disbursements or expenses incurred in the performance of Agent's duties hereunder for such items as postage, messenger, photocopying (internal and external), courier, long distance telephone costs, record storage and retrieval costs, or overnight delivery expenses (collectively, "Direct Expenses") will be reimbursed to Agent by the Board. Any payments to third parties made by Agent hereunder and fees payable to Agent shall be made out of such sums as are available in the Operating Account (as hereinafter defined), or as may be otherwise provided to Agent by the Board. Agent is not obligated to make any advance to, or for the account of, the Board or to pay any sum, except out of funds held or provided as aforesaid. Agent shall not be obligated to incur any liability or obligation for the account of the Board unless funds for the discharge thereof are provided by the Board. The Board shall reimburse Agent promptly for any monies which Agent may elect to advance for the

account of the Board, including but not limited to Direct Expenses. Notwithstanding the foregoing, Agent is not obligated to make any such advances..

(s) Agent shall establish and maintain, in Agent's chosen bank, which shall be a federally insured bank or trust company having a branch in New York County, an operating account (the "Operating Account") in the name of Agent on behalf of the Board for the deposit of monies collected on behalf of the Board. Such account shall be separate from all other accounts of Agent and shall identify Agent as agent or custodian of said account with signatory authority and with authority to draw thereon for any payments made by Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of Agent's management fee, Direct Expenses and other expenses or reimbursements. Agent shall consult with the Board to determine where monies not reasonably necessary to be maintained in the Operating Account are to be deposited or invested. Agent shall open such other accounts as may be directed to do so by the Board. Agent shall have no liability or responsibility for the rate of interest earned, if any, on funds in such accounts. Agent shall be under no liability or responsibility for any loss resulting from the insolvency of such depository.

(t) Return of Records. Upon the termination or expiration of this Agreement, Agent shall (1) deliver to Owner all records, contracts, Leases, receipts for deposits, unpaid bills and other papers or documents and all other items that are the property of Owner which are in Agent's possession or control relating to the Property, and (2) cooperate as reasonably requested by Owner, at Owner's sole cost, to facilitate an orderly transition of management of the Property. This subsection E shall survive termination of this Agreement.

(u) Generally, do all things reasonably deemed necessary or desirable by the Board for the proper management of the Property. However, in the event other services are required that are not generally within the scope of the services enumerated in paragraphs (a) through (t) above (e.g., without limitation, compliance with a new administrative or filing requirement), Agent shall be entitled to additional compensation from Board of Managers for performing such services, as Board of Managers and Agent shall mutually agree.

(v) Agent shall have the authority to prepare and secure signs at the Property with Agent's name thereon.

The Managing Agent shall be entitled to the following additional fees:

TRANSFERS

Transfer, Sale, or Lease Application Fee	$700.00
Credit and Background Check (per applicant)	$120.00

Lease Renewal Application Fee	$350.00
Closing Fee (if attendance at closing required)	$850.00
Sale Document Preparation Fee	$500.00
Due Diligence Fee	$400.00
Bank Questionnaire Fee	$450.00
Power of Attorney Review Fee	$200.00

UNIT OWNER ALTERATIONS

Decoration Agreement $600.00

- Coordination and review of decorative work, such as Painting, floor sanding, etc. that do not require architectural review of permits.

Alteration Agreement

- Coordination and review of alterations that require Architectural or engineering review or permits.

Based on construction Cost per year:

Up to $99,999	$1,500.00
$100,000 to $500,000	$2,500.00
Above $500,000	$3,500.00

ESCROW AGREEMENTS

Administrative Fee 1% per year

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Board and charged to the Unit Owners as a Shared Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful misconduct.

Other Contractual Agreements

It is anticipated that a full-time, resident superintendent, 4.2 non-resident concierges, 1.4 doorpersons, 3 porters and 1 handyman will be retained by the Condominium subsequent to the First Unit Closing. Projected costs are set forth in Schedule B in Part I of the Plan.

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

The current service contracts which are anticipated to be effective at the date of the First Unit Closing or service contract projections pertaining to the future operation of the Building include pool services, parking services, extermination services, elevator maintenance, sprinkler inspection maintenance, fire extinguisher maintenance, fire alarm maintenance, central station monitoring, landscaping, HVAC maintenance, and telephone, cable, and internet service. The cost of the proposed service contracts is based upon the experience of the proposed Managing Agent, Clinton Management, LLC, 42-06 235th Street, New York, NY 11363.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Sponsor, including any designee thereof, shall relinquish voting control of the Board of Managers, if it has such control, upon the earlier of (i) the transfer of title to Units, the percentage Common Interest of which, in the aggregate, exceeds ninety percent (90%) or (ii) five (5) years after the First Unit Closing (thus ending "Sponsor's Initial Control Period"). Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the Condominium, any Sponsor-designated members of the Board of Managers shall recuse themselves from such vote. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) managers, with four (4) members elected by the Residential Unit Owners (including Sponsor or its designee as to Unsold Units) and one (1) member designated by the Commercial Unit Owner (including Sponsor or its designee as to Unsold Units), within thirty (30) days after the earlier of (i) the closing of title to Units whose percentage of Common Interest, in the aggregate, exceeds ninety (90%) percent or (ii) two (2) years after the First Unit Closing. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. So long as the Sponsor or a Sponsor-designee shall continue to own at least one (1) Unit but less than ten percent (10%) in Common Interest allocated to all the Units, or Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a Majority of the Board. Subsequent to the expiration of Sponsor's Initial Control Period, all Board members, other than those members which the Sponsor or its designee have the right to designate pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to any Board Member designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the

Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B.

As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or the By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with: the offer and sale or leasing of Units and/or Storage Spaces at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

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

Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner, a member of the Board of Managers may be removed from office with or without cause by the affirmative vote of Unit Owners owning in the aggregate a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or the Commercial Unit Owner) owning in the aggregate,

a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Unit

Each Unit Owner is free to sell or lease his Unit, subject to the 18 month restriction on Unit Owners who acquired a Unit from a Sponsor sale as set forth in the Purchase Agreement and the By-Laws, except that a Residential Unit Owner must first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity to purchase or lease such Residential Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws of the Condominium. Any such Residential lease of a Unit shall be substantially in the form for leases prepared by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., except as otherwise provided in the By-Laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

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

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

With regard to a Storage Space License, the following restrictions apply. A Storage Space License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space License in question will devolve to the Board of Managers which will have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Spaces to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Spaces held or

rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Spaces to residents or the Commercial Unit Owner or its tenant(s) in its sole discretion without charge and without the consent of the Board of Managers of the Condominium, so long as permissible by applicable regulations and zoning laws. However, a Storage Space License may only be sold by Sponsor or a Sponsor-designee to a Residential Unit Owner.

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

Each Conveyance of Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

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

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

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

With the exception of the Commercial Unit, no portion of a Unit other than the entire Unit may be leased. A Unit Owner can sell or lease his Unit to anyone, subject to the 18 month restriction on Unit Owners who acquired a Unit from a Sponsor sale as set forth in the Purchase Agreement and the By-Laws, and further subject to a right of first refusal by the Board of Managers of the Condominium at the same price and terms the Owner has been offered, subject to the terms of the Declaration and By Laws. In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall

constitute a waiver of the right of first refusal. The Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The Board of Managers shall have the authority to promulgate additional rules regarding use of, and access to, the Storage Spaces and the procedures for assigning the Storage Space Licenses. As part of the sale of his Unit, or with regard to the sale of a Storage Space License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Space License to the Board of Managers which shall be authorized to reissue such Storage Space License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale. Any Residential Unit Owner assigned a Storage Space in the Building will be required to execute a Storage Space License governing the use of the Storage Space. A copy of the Storage Space License to be executed at Closing is set forth as Exhibit "B" to the Purchase Agreement which is included in Part II of the Offering Plan. The Sponsor and the Board cannot make any representation that the Storage Spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Spaces. Residential Unit Owners who place items in the Storage Spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

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

Mortgage of Units

Each Unit Owner is free to mortgage his Unit, provided that any mortgage encumbering a Residential Unit shall be a first mortgage or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee, or to the Seller of such Unit(s). Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures set forth in the Purchase Agreement in Part II of the Plan. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. The Commercial Unit Owner may encumber its Unit with a mortgage or mortgages without being subject to the aforementioned instructions. Such restrictions also do not apply to Unsold Units. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE

PROCEDURES FOR MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearage for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens therefor.

Easements and Right of Access

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

Light and Air Easements

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

Unit	Location
10-12C (Construction floors 9-11)	Primary Bedroom
14-16C (Construction floors 12-14)	Primary Bedroom & Bedroom #2
17-21B (Construction floors 15-19)	Primary Bedroom & Living/Dining Room
26-31B (Construction Floors 23-28)	Primary Bedroom & Living/Dining Room

32-35B (Construction Floor 29-32)	Primary Bedroom & Living/Dining Room
PH2 (36A) (Construction Floor 33)	Bedrooms #3, 4 and 5.

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. However, pursuant to the easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, dated June 5, 2024 and recorded in the Office of the Register of The City of New York of the County of New York on June 6, 2024 as CRFN 2024000147094 and filed under NYC Department of Finance control number 2024060600371006, the above listed Lot-Line Windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. The lower limiting plane is at Elevation 155.00FT, according to NAVD 88, which is below the 9th Floor of the building.

All windows at the Building are fully compliant with all applicable building codes and regulations.

Copies of the aforementioned Light and Air Easement Agreement will be available for inspection and copying at a reasonable charge at the office of Sponsor's Counsel, DL PARTNERS, located at 9 East 40th Street, 5th Floor, New York, NY 10016

Use of Units

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

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee

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

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

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

The Commercial Unit may be used between the hours of 6:00 a.m. and 11:00 p.m. (New York Time) for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Commercial Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (unless such dry cleaning and/or laundry is done off premises); (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes.

No sale, lease or sublease or use of all or any portion of a Commercial Unit shall materially and adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of a Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

The Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers, to install, repair, replace, and maintain either within or in the immediate location of the Commercial Unit below the windows at the second (2nd) floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Commercial Unit Owner shall have the right, without charge or limitation, to erect or install, repair, replace, and maintain either within or in the immediate location of the Commercial Unit below the windows at the second (2nd) floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a canopy and/or awning for advertising purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Commercial Unit at any entrance to the Building which services the individual Commercial Unit only, without prior written consent of the Board of Managers. The Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant(s) shall obtain and pay for all permits required for such signs, canopies and/or awnings/ATM, and any necessary renewal fees to the extent they are applicable to such installations.

The Commercial Unit Owner shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. The Unit Owner and any tenant of the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes ad as required by insurance underwriters. The Unit Owner or its tenants shall also obtain and pay for all permits required for such installation and any necessary renewal fees.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one

foot (1') by two feet (2'). Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

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

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

No window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused at the sole discretion of the Board of Managers, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

No exterior of any Residential Unit, including the, balconies, loggias, terraces or roof terraces the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any balconies, loggias or terraces (including roof terraces) shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the balcony, loggia or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes

to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches (3") from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such balcony, loggia or terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any balcony, loggia or terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers. No plantings shall be permitted on any balcony, loggia or terrace area without the prior written consent of the Board of Managers.

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

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

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, balconies, open terraces or roof terraces or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been

approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

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

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

Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units by a Unit Owner unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. No tenant of any Unit pursuant to a lease or other occupancy agreement shall be permitted to raise, breed, keep, or harbor any bird, reptile, or animal, including a domesticated dog or cat without, in each instance, having first been expressly permitted to do so, in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, balconies, terraces, roof terraces or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a dog weighing more than forty (40) pounds, or to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of

any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

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

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

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

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

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of a Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

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

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

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

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

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

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

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

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

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

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

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

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit and/or Storage Space at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit and/or Storage Space for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be

necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or Storage Space for its permitted purposes.

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

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

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

The use of the residential Storage Spaces at the cellar level, the Garage at the ground level, the pool, sauna, outdoor recreational loggia, lounge, and media room on the 21st floor (marketing floor 24), and the kids room, fitness center, treatment room and yoga studio on the 22nd floor (marketing floor 25), including any and all equipment located thereon, shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion and

shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any such equipment. Further, the Board of Managers reserves the right, in its sole discretion, to establish usage fees for certain Building amenities, including, but not limited to, the bicycle storage room and/or pool and/or fitness center; however, such usage fees shall be based upon the cost of maintenance and operation of the applicable areas. The initial anticipated operating hours of the pool are 8:00a.m. to 8:00p.m., Monday-Friday. However, the Condominium Board reserves the right to modify the hours of pool operation, at the Boards's sole discretion, based upon such factors including, but not limited to, demand and Unit Owner preferences.

The use of the unattended pool, sauna, outdoor recreational loggia, lounge, media room, kids room, fitness center, treatment room, yoga studio and other common areas, including any and all exercise and/or fitness equipment or other furnishings or equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

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

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

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

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

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (hereinafter referred to collectively as "Smoking Apparatus") in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be

prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, loggia, terrace, and/or yard. In addition, no person may smoke or otherwise burn any Smoke Apparatus within fifteen feet (15') of any outside entrance to the Condominium or within fifteen feet (15') of any outdoor air intake or operable window opening onto Common Elements or Units. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit.

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

Determination of and Liens for Non-Payment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses when due. Common Charges for each Unit which shall include "Shared Common Expenses" and either "Residential Common Expenses" attributable to the Residential Units only, or "Commercial Common Expenses" attributable to the Commercial Unit only, as set forth in "Schedule B, Projected Budget For First Year Of Condominium Operation Beginning July 1, 2027" herein and further defined in the footnotes thereto, and shall be determined by multiplying that Unit's Contributing Share by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements.

The Board of Managers shall also take prompt action to collect any Storage Space License Fees and any Assessment due from any Unit Owner which remains unpaid. For purposes of collection, all License Fees due from Unit Owners shall be deemed Common Charges and the Board shall have all rights and remedies under the Declaration and By-Laws to collect same.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

On July 22, 1998 the Governor of the State of New York signed Real Property Law ("RPL") Section 339-kk, allowing a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not current on his or her common charges, assessments or late fees. In order to collect rents directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next scheduled Board meeting (which must be held within 30 days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

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

The Sponsor will cause the Board of Managers to file a lien as provided for in RPL §339-aa on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges while it is in control of the Board of Managers.

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

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

Repairs

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

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

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

and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium.

Additions, Alterations and Improvements

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

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the written consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee, so long as Sponsor has obtained written proof/documentation

that such alterations adversely affect the issuance of a PCO. In the event such documentation has been obtained by Sponsor, the Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains with Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled, upon reasonable notice and in compliance with the requirements of applicable law, to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

The Board of Managers and Managing Agent shall have a right of access to any Unit, and if applicable, to such Unit Owner's Storage Space, for the purpose of inspection, making any repairs or replacements to any of the Common Elements contained in such Unit, Storage Space or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Insurance

The insurance policies obtained by the Board of Managers shall provide that each Unit Owner shall be an additional insured. These policies shall provide fire and casualty insurance for the Building, liability insurance, water damage legal liability insurance, Board of Managers and officers' liability coverage and Workers Compensation and New York State Disability insurance. The specific amounts of are noted in the footnotes in the section titled "Schedule B" in Part I of the Plan.

The insurance coverage does not include any coverage for losses either due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element or the cost of living elsewhere if a Unit is greatly damaged. Nor does it include liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element appurtenant to a particular Unit. Unit Owners should consult their insurance agent as to the availability of this insurance and any additional coverage which might be recommended.

Miscellaneous

In certain instances the Sponsor or its designee and/or the Commercial Unit Owner, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one or more Units, and in the case of the Commercial Unit Owner, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, or in some cases the Commercial Unit Owner, adversely affect the Sponsor or its designee or the Commercial Unit Owner in any way, unless the Sponsor or its designee or the Commercial Unit Owner gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the Plan.

Board of Managers

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of, other than the initial Board selected by the Sponsor, not less than five (5) and not more than nine (9) persons. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one (1) vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one (1) or more members to be elected. If Units are owned by more than one (1) person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes (including Sponsor or its designee as to its Unsold Units) for their Unit.

The Board of Managers of the Condominium for the period terminating upon the earlier of (i) the closing of title to Units whose percentage of Common Interest, in the aggregate, exceeds ninety percent (90%) or (ii) two (2) years after the First Unit Closing, shall be selected by the Sponsor. Sponsor anticipates that during this period, the Board of Managers will consist of three (3) persons designated by Sponsor. The initial (3) persons designated by Sponsor to serve on the Board of Managers are Steven Charno, Jedidiah Resnick and Michael Kessler, all of whom are Principals of Sponsor. These individuals will resign as members of the Board upon the termination of the aforesaid period and will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) Managers, with four (4) members elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) member designated by the Commercial Unit Owner (including Sponsor or its designee as to its Unsold Units), within thirty (30) days after the expiration of the aforementioned period. Thereafter, elections to the Condominium Board will be held at the regular annual meeting of Unit Owners. However, regardless of the total number of Managers, the Commercial Unit Owner (including Sponsor or its designee as to Unsold Units) shall always maintain the right to designate one (1) Manager. The calling of the first annual meeting to elect a Condominium Board does not require Sponsor to surrender control of the Board. Sponsor control provisions are set forth below. The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Each of the members of the five (5) member Condominium Board (four (4) members elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) member designated by the Commercial Unit Owner (including Sponsor or its designee as to its Unsold Units) will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected and/or designated by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner, Managers may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor or its designee and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

As long as the Sponsor or a Sponsor designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest, allocated to the Units, the Sponsor or Sponsor-designee shall have the right to elect and/or designate at least three (3) of the five (5) members of the Board of Managers or in any event a majority of the members of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest, or Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect and/or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect a number of members of the Board which equals one (1) less than a majority of the Board. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor-designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner-elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the Condominium, any Sponsor-designated members of the Board of Managers shall recuse themselves from such vote.

As set forth in Article III, Section 1.(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those

members which the Sponsor or its designee have the right to designate thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to any Board Member designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to, determination of the Common Charges, including the Shared Expenses to be paid by the Commercial Unit Owner, adoption of rules and regulations covering the details of the Property, opening of bank accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board of Managers, if any, and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for capital replacements and to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. As set forth in the Plan, in the section titled "Management Agreement and other Contractual Arrangements," at or immediately prior to the First Unit Closing the Board of Managers shall enter into a management agreement with Clinton Management, LLC, commencing on the date of the First Unit Closing at an initial annual fee of $95,000.00 being payable in twelve (12) equal monthly installments.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the

Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

The principal officers of the Condominium shall be: The President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Other than an officer designated by the Sponsor, Sponsor's designee, or the Commercial Unit Owner, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its judgment may be necessary. All officers shall serve without compensation from the Condominium. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners. The Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium. The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Repairs

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

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

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

The Board of Managers and Managing Agent shall have a right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Additionally, the Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircase in, on, over and across the Residential Units, Limited Common Elements and General Common Elements, including, but not limited to Storage Spaces, the main roofs or other applicable roofs of the Building and private terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building

which services or is for the benefit of one (1) or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof or balcony, loggia, terrace, or yard areas.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: Fire insurance with extended coverage, insuring the Building, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items, but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker or the amount of insurance necessary to avoid the effects of co-insurance. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the property (building limit) insurance coverage of the Building shall be $181,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in Article XII, Section 5 of the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (i) worker's compensation insurance for Condominium employees, if any; (ii) boiler and machinery insurance; (iii) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements or the

Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit; and (iv) such other insurance coverage that the Board of Managers shall deem appropriate for the Condominium. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 each occurrence, $2,000,000.00 in the aggregate, covering all claims for bodily injury with respect to any one occurrence.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

In the event of a fire or other casualty which destroys or substantially damages less than seventy-five percent (75%) of the Building the insurance proceeds shall be dedicated to the repair and/or renovation of the Building and the Units, but not the repair or replacement of any improvements made by individual Unit Owners. If the cost of such repair exceeds the insurance proceeds available the excess cost shall constitute a Common Expense and Unit Owners may be accordingly assessed an amount which shall be in proportion to their respective Common Interests.

In the event of a fire or other casualty in which more than seventy-five percent (75%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least seventy-five percent (75%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Notice of Meetings; Reports to Unit Owners

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

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, his undivided interest in the Common Elements, together with his interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to his Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee or the Commercial Unit Owner, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal.

In the event the Board does exercise its right of first refusal, the acquisition or lease of the Unit may be made from the working capital and Common Charges or, if such funds are insufficient, the Board of Managers may assess each Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of Common Interest or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Unit. In the event any Units are acquired or leased by the Board of Managers the title or lease shall be held by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interests. Such Unit, while owned or leased by the Board of Managers, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Power of Attorney

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

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest, in the aggregate, equals or exceeds sixty-seven percent (67%). However, for as long as Sponsor or its designee owns title to one or more Units, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in the sole discretion of Sponsor or its designee, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely effect the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner.

The Condominium Declaration may be amended by an affirmative vote at a duly held meeting by Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest equals, in the aggregate, at least sixty-seven percent (67%), provided, however, that (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee of such Unit, or Units, if any; (iii) no amendment may change the percentage of Common Interests allocated to any Unit, or Units, without the written consent of such Owner; and (iv) no amendment shall adversely affect the Sponsor or its designee or the Commercial Unit Owner, without the prior written consent of Sponsor or such designee or the Commercial Unit Owner, as the case may be.

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees or Commercial Unit Owner shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements

(except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees).

Termination

The Condominium may be terminated by withdrawing the Property from the provisions of the New York Condominium Act, by an affirmative vote of not less than eighty percent (80%) of Unit Owners in number and whose percent of Common Interest equals, in the aggregate, not less than eighty percent (80%) and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. The Sponsor shall not cast the votes of any Unsold Units it holds for such withdrawal unless votes equaling eighty percent (80%) in number and of the Common Interest have been so cast or unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have voted to terminate. If the Unit Owners vote to terminate the Condominium the Property shall be subject to an action for partition by any Unit Owner or lienor and the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided that no Unit Owner shall receive any payment until there has first been paid out of such Unit Owner's share of the net proceeds all liens on his Unit.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

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

The apportioned and estimated aggregate taxable assessed valuation for all of the Units, and the projected tax rates, have been projected by Tuchman, Weiss, Liebman & Lindemann, LLC ("TWLL"), 551 Fifth Avenue, Suite 1610, New York, New York 10176. A copy of the TWLL letter is set forth in the "Post-Construction Assessment" section of Part II of the Plan. It has been assumed by TWLL that the assessed valuation for the 2027/2028 tax year will reflect a partially completed structure while the assessed valuation for the 2028/2029 tax year will reflect the completed structure. Therefore, for the purpose of projected real estate taxes for the Units during the Projected First Year of Condominium operation commencing on July 1, 2027 and ending June 30, 2028 ("First Year"), TWLL has assumed partial completion and valuation of the Property for the 2027/2028 tax year. While the projected completion date for the Building is of, on or about December 1, 2027, such completion date is subsequent to the January 5, 2027 taxable status date for the 2027/2028 tax year, the actual total assessment for the Property reflective of completion and full one hundred percent (100%) valuation will not likely be effective until July 1, 2028 for the 2028/2029 tax year, which has a taxable status date of January 5, 2028. For this reason, the taxable total assessed valuation for the Property for the 2027/2028 tax year, which matches the projected First Year of Condominium operation, is likely to reflect the Building as only partially constructed, and therefore, the 2027/2028 total assessed valuation may be lower than as estimated by TWLL. As a result, aggregate real estate taxes due for the Property are likely to be substantially higher for the 2028/2029 tax year than for the 2027/2028 tax year.

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BASED UPON THE PROJECTED AGGREGATE 2027/2028 PARTIAL COMPLETIOIN ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $34,432,528.00 AND A PROJECTED TAX RATE 12.439% FOR THE RESIDENTIAL UNITS, THE ESTIMATED REAL ESTATE TAXES DUE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WOULD BE APPROXIMATELY $4,283,062.00 FOR ALL OF THE RESIDENTIAL UNITS.

Again, the projected real estate taxes for the First Year of Condominium 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 Footnotes 8 & 9 to Schedule A for more information regarding the projected assessed valuation after completion of construction.

Since the Property is vacant and being newly constructed into "Class A" apartments and non-residential space, it can be expected that the current Actual Total Assessed Valuation will increase for the 2027/2028 tax year and the 2028/2029 tax year, and subsequent tax years due to such construction. See below for an additional discussion of the total changes in assessed valuation and real estate taxes for the Property due to the construction to be completed by Sponsor.

As stated above, Sponsor's projection of real estate taxes for all of the Units for the First Year of Condominium operation is based, in part, upon a projection by TWLL, who appraised the forecasted full assessment value of the entire Property upon partial completion for 2027/2028 tax year.

Upon partial completion of construction, assumed to be prior to January 5, 2027 for projection purposes, the projected taxable assessment as apportioned to all of the Residential Units is projected as $34,432,528.00 for the 2027/2028 tax year. TWLL has also projected the tax rate to be 12.439% for the 2027/2028 tax year.

Real Estate Taxes payable during tax year 2027/2028 by all of the Residential Units are projected as follows:

2027/2028 forecasted full assessment (Residential Units only):	$	34,432,528.00
Estimated Taxes Payable @ 12.439% Tax Rate:	$	4,283,062.00

Based upon the above assumptions and the projected assessment and tax rate, the aggregate real estate taxes for all Residential Units for the First Year of Condominium operation are projected to be approximately $4,283,062.00.

Upon 100% completion of construction, assumed to be prior to January 5, 2028 for projection purposes, the post-construction projected taxable assessment as apportioned to all of the Residential Units is projected as $49,189,325.00 for the 2028/2029 tax year. TWLL has also projected the tax rate to be 12.439% for the 2028/2029 tax year.

Real Estate Taxes payable during tax year 2028/2029 by all of the Residential Units are projected as follows:

2028/2029 forecasted full assessment (Residential Units only):	$	49,189,325.00
Estimated Taxes Payable @ 12.439% Tax Rate:	$	6,118,660.00

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for all Residential Units upon 100% completion are projected to be approximately $6,118,660.00.

Upon partial completion of construction, assumed to be prior to January 5, 2027 for projection purposes, the projected taxable assessment as apportioned to the Commercial Unit is projected as $1,381,701.00 for the 2027/2028 tax year. TWLL has also projected the tax rate to be 10.848% for the 2027/2028 tax year.

Real Estate Taxes payable during tax year 2027/2028 by the Commercial Unit are projected as follows:

2027/2028 forecasted full assessment (Commercial Unit only):	$	1,381,701.00
Estimated Taxes Payable @ 10.848%:	$	149,887.00

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for the Commercial Unit for the First Year of Condominium operation are projected to be approximately $149,887.00.

Upon 100% completion of construction, assumed to be prior to January 5, 2028 for projection purposes, the post-construction projected taxable assessment as apportioned to the Commercial Unit is projected as $1,973,858.00. TWLL has also projected the tax rate of 10.848% for the 2028/2029 tax year.

Real Estate Taxes payable during tax year 2028/2029 by the Commercial Unit are projected as follows:

2028/2029 forecasted full assessment (Commercial Unit only):	$	1,973,858.00
Estimated Taxes Payable @ 10.848% Tax Rate:	$	214,124.00

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for the Commercial Unit upon 100% completion are projected to be approximately $214,124.00.

See the “Estimate of Post-Construction Assessment” set forth in Part II of the Plan for further details.

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

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rate above those projected for the 2027/2028 tax year, the 2028/2029 tax year or subsequent years.

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

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest. Notwithstanding anything to the contrary herein, Sponsor shall have the sole and absolute discretion to elect, in lieu of establishing at the First Unit Closing the real estate tax escrow described immediately hereinabove, to cause the Board of Managers (for so long as Sponsor controls the same), pursuant to Article VI Section 17 of the By-Laws, to charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, until the Units have been separately assessed for real estate tax purposes.

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

The Sponsor's estimate of the project real estate taxes for the Units to be levied by New York City during the First Year of Condominium operation is based on an estimate provided by Tuchman, Weiss, Liebman & Lindemann, LLP, set forth in Part II of the Plan, and information available to the Sponsor at the date of this Plan.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

There are no tax certiorari proceedings affecting the Property pending as of the date of filing of this Offering Plan. A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

As stated above, Sponsor's projection of real estate taxes for all of the Units for the First Year of Condominium operation is based, in part, upon a projection by Tuchman, Weiss, Liebman & Lindemann, LLP, who estimated the Actual Total Assessed Valuation of the entire Property as

of the First Year of Condominium operation and as of one hundred percent (100%) completion of construction.

See the "Notes to Schedule A," located in Part I of the Plan and the "Estimate of Post-Construction Assessment" set forth in Part II of the Plan for further details in this regard.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion by DL PARTNERS, counsel to the Sponsor ("Sponsor's Counsel"), in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164.1 These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year. It is the opinion of Sponsor's Counsel that a Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $40,000.00 ($20,000.00 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under section 164. The Federal limitation on the deduction for real estate taxes applies in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $40,000.00 ($20,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor nor Sponsor's Counsel make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,
(ii) qualifies and elects to be taxed under section 528, or
(iii) is treated as a corporation.

[1] All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments;

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty five percent (85%)) of the square footage of the units must be used for residential purposes.

Under the Treasury regulations issued pursuant to section 528, a condominium management association must qualify annually for the election under section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

A condominium management association meeting the requirements of section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an

association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will not qualify) or chooses not to elect the benefits of section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from non-residential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the Common Elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The Sponsor's counsel have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify.

Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" has been set forth as a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected expense in Schedule B of the Plan. However, in the event the Condominium does not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, the Contingency line item under the Schedule B budget may be used toward any possible income tax consequences to the Condominium, and is reasonably expected to be a sufficient amount to cover any tax liability.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

DLPARTNERS

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COUNSEL'S INCOME TAX OPINION LETTER

August 19, 2026

The Board of Managers of
175 East 82nd Street Condominium
175 East 82nd Street
New York, New York 10028

Re: **Offering Plan for Condominium Ownership of Premises 175 East 82nd Street New York, New York 10028**

To Whom It May Concern:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on non-residents) to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The condominium units of The 175 East 82nd Street Condominium will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance and care of a multistory residential building to be newly constructed at 175 East 82nd

Street, New York, New York 10028. The newly constructed building will contain 73 Residential Units and 1 Commercial Unit. The By-Laws of the Condominium provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code ("Tax Law"), the regulations ("Regulations") promulgated thereunder and such other materials as we deemed relevant as they exist as of the date hereof, and we have assumed that the closing under the Plan will occur in 2027 pursuant to said Code, Tax Law and Regulations as they currently exist.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct and renovate or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A(d)(1) that the Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a

deduction limited to $40,000 ($20,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code. The $40,000 limit reflects an increase from the $10,000 limit that existed under prior law and applies tax years 2025 through 2029. The cap reverts back to $10,000 in 2030. The increased cap is subject to a phaseout for taxpayers with modified adjusted gross income (MAGI) in excess of $500,000. The reduction is 30% of the amount by which a taxpayer's MAGI exceeds $500,000. The deduction, however, cannot be reduced below the $10,000 cap ($5,000 for married taxpayers filing separately) that previously existed.

The Federal limitation on the deduction for real estate taxes applies in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return).

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for the full amount of real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the New York State Tax Law; Section 11.1715 of the Administrative Code of the City of New York. However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to twenty-five percent (25%) of such deduction.

In addition to the Federal limitations on itemized deductions noted above, the benefit of a Unit Owner's deductions for interest and real estate taxes may be further reduced if the Unit Owner is subject to the Federal alternative minimum tax. Section 55 of the Code. It should also be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on

the assumption that such owner will have "at risk" within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528, added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium Board's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly, while a Section 528 election may be contemplated, it is not possible at this time to express an opinion as to the Section's applicability and we assume for the first year of operation that the Condominium will not qualify under Section 528.

If the Condominium qualifies as a condominium management association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, common charges, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible,

therefore, that if the Condominium does not qualify in one year, it may nevertheless, qualify in one or more future years.

Based upon the information contained in Schedule A, the Description of the Property and Building Specifications and the Plot and Floor Plans to the Plan, we assume that the Property will not qualify as a condominium management association under Section 528 of the Code.

Even if the Condominium Board were eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

Under existing law, the tax status of the Condominium Board is uncertain. The By-Laws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2

Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Rul. 74-75. 1974-1 Cum. Bull. 19; Rev. Rul. 86-14 I.R.B. 1986-5, 33.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Residential Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances

under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change and based upon the current financial status of the country, most likely will change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

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

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February 24, 2026

E 82 Owner LLC c/o Douglaston Development
7 Penn Plaza (Suite 600)
New York, New York 10001
Attn: Mr. Steven Charno, President

Re: E 82 OWNER LLC
175 East 82nd Street
Manhattan Block 1511 Lot 31

Dear Mr. Charno:

We (the "Firm") write this letter in response to your request for an opinion of estimated assessed values and real estate taxes for a potential development at 175 East 82nd Street, New York, New York, which is identified on the tax map of the City of New York as Manhattan Block 1511 Lot 31 (the "Property"), for the purpose of incorporating said opinion and estimates into your offering memorandum for the sale of condominium units at the Property. You have specifically requested that we prepare such estimates for the New York City fiscal tax year 2027/28, which spans the period July 1st, 2027 through and including June 30th, 2028, during which you have indicated that the first year of condominium operation will occur in whole or in part.

To assist in our preparation of this letter, your office has provided us with a description of the development project planned for the Property, the projected hard and soft costs, scope and timing of construction, and building data which includes square footage, unit counts and uses. In addition to our review of the information you have provided, we have referred to the laws, rules and regulations of both New York City and New York State relating to assessment of real property for tax purposes, along with market data and our understanding of the practices and policies of the New York City assessing and taxing authorities.

You have indicated that upon completion of construction, the Property will contain a total enclosed area of 248,451 gross square feet ("GSF"), of which 244,562 GSF will be residential, 2,953 GSF will be parking, 898 GSF will be storage, and 3,889 GSF will be retail. The residential portion will contain seventy-three (73) apartments. The apartment mix is planned as follows: (5) one-bedroom units, (19) two-bedroom units, (25) three-bedroom units, (20) four-bedroom units, (3) five-bedroom units, and (1) six-bedroom unit. There are also planned to be fifteen (15) storage units and eight (8) parking spaces.

You have indicated the estimated hard cost of construction to be $198,059,648. You have advised us that a foundation permit was issued by the NYC Department of Buildings dated October 18th, 2024 and that the foundation was completed on or about May 1st, 2025. You have further advised us that a New Building permit was issued by the NYC Department of Buildings dated March 25th, 2025, and that construction commenced on or about May 1st, 2025. The first Certificate of Occupancy is anticipated to be issued on or around July 21st, 2027. Condominium unit sale closings and move-ins are expected to occur in the second half of 2027. Completion of construction is expected to occur on or around January 1st, 2028.

The NYC Department of Finance ("DOF") has historically and depending upon circumstances variously employed three methods of valuation for property tax assessing purposes, namely: (1) the income capitalization approach; (2) the construction cost approach; and (3) the market sales approach.

For residential condominiums and cooperatives, however, New York State Real Property Tax Law Section 581 regulates how such residential properties are to be valued for real estate tax purposes. RPTL Section 581 provides in pertinent part as follows:

> Assessment of residential cooperative, condominium and rental property. 1. (a) Notwithstanding any other provision of law, real property owned or leased by a cooperative corporation or on a condominium basis shall be assessed for purposes of this chapter at a sum not exceeding the assessment which would be placed upon such parcel were the parcel not owned or leased by a cooperative corporation or on a condominium basis.

In light of this statutory provision, the DOF is precluded from using the sale prices of the units of the subject property or of similar units in the area to set the assessed value. Instead, the DOF will utilize the income capitalization approach to valuation, modelling imputed rental values for the Property's units, based on its determination of rental values of similar units in the area, estimated operating expenses and a capitalization rate. These data selections are made in DOF's discretion, and are based on, among other considerations, comparable data it obtains though RPIE filings made by rental properties, market sources, internal guidelines and its assessing policies and practices in effect as of any given tax year.

Upon approval of the offering plan by the NYS Attorney General's Office and the recording of the Condominium Declaration in the office of the City Register, DOF will assign individual tax lot numbers to each of the individual residential units. Subsequent to those assigned tax lots appearing on the assessment roll, each condominium unit will have its own assessed values and its own tax bills. Until such time as the condominium tax lot apportionment is effective, it may be necessary to internally allocate the property tax burden. Please note that in developing these individual unit assessed values, it has been DOF's practice to first arrive at an assessed value for the entire condominium based upon the aforesaid income approach, and to then allocate that result among the units based on the percentage of common elements as set forth in the condominium declaration recorded with the City Register. It has been our experience that with rare exceptions (say possibly a combination or splitting of apartments) the percentages as utilized by DOF will remain locked in for the lifetime of the condominium.

In New York City, new construction of residential buildings will be assessable during the course of construction, with one exception found in NYC Administrative Code Section 11-209(a), which provides that:

> A building, other than a commercial building, in the course of construction, commenced since the preceding fifth day of January and not ready for occupancy on the fifth day of January following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April.

This statute effectively creates a one-year waiver of assessment increases for residential construction in progress (commonly referred to as a "progress exemption"). This is usually implemented by DOF via the placement of an increase designated for construction on the tentative assessment roll for a given tax year, followed by a removal of said increase on the final assessment roll for said tax year.

You have indicated that construction pursuant to a New Building permit commenced on or about May 1st, 2025 and that the Property will not be ready for occupancy in whole or in part prior to April 15th, 2026. Further, given our examination of the DOF Notices of Property Value for the Property for tax year 2025/26, we believe that tax year 2026/27 will be the progress exemption year for the Property. Note that even in the progress exemption year, DOF is still authorized to assess and levy taxes, based upon the assessment appearing on the final assessment roll for that year, which in addition to the assessment of the land (subject to potential increases), may in some cases also include the assessment of pre-existing (i.e., pre-construction-start) improvements that are being retained in the new project.

Commencing with the second tax year in which a building structure remains under construction, the City will customarily assess the value of all new construction performed from the point of commencement up until the taxable status date of that second fiscal tax year. For subsequent fiscal tax years in which the property remains under construction (and a certificate of occupancy has not been issued), the City will customarily assess the additional construction work performed in that fiscal tax year and add it to the previous tax year's assessment. DOF's methodology may include, among other things, estimating what the income capitalization-derived assessed value will be upon completion, and then multiplying that result by what DOF estimates to be the percentage of completion as of January 5th. DOF may estimate that percentage of completion based upon what it believes to be the percentage of construction hard costs that have been expended as of January 5th, or it may employ other methods. DOF may continue to employ these assessment methods until the building is complete and/or ready for occupancy, at which point it will proceed to assess in later years based only on the income capitalization approach.

The City determines a fair market value (FMV) for each property every year. This FMV has historically been multiplied by 45% to arrive at an "Actual Assessed Value" ("AAV"). Pursuant to NYS Real Property Tax Law Article 18, assessment increases applied to properties within "special assessing units" (one of which is New York City) must typically be phased in over (5) five years, at the rate of 20% per year (commonly referred to as the "transitional system"). The result of phasing-in changes in Actual Assessed Value from one year to the next and then aggregating all of these phase-ins results in a "Transitional Assessed Value" ("TAV"). By law, taxes are to be levied on the lower of Actual or Transitional Assessed Values in any given year, multiplied by the tax rate for the applicable tax class. Tax rates are determined annually by the NYC Council based upon municipal budgetary requirements.

A statutory exception to the phase-in rule is for new construction and certain improvements. In such cases, DOF in its discretion may impose an increase in assessed value which is not phased in (commonly referred to as a "physical increase"). The result is that the assessed value may increase more rapidly during construction and leading up to completion of the building that it might increase in post-completion years.

The history of the assessed values of the Property is as follows:

Tax Year	Actual Assessed Value	Transitional Assessed Value
2022/23	$829,020	$497,412
2023/24	$829,020	$663,216
2024/25	$982,800	$859,776
2025/26	$1,097,827	$913,537
2026/27	$14,841,900	14,686,751

In projecting the future assessments for tax year 2027/28, we have made the following assumptions:

1. The City will apply the progress exemption for tax year 2026/27.

2. Upon completion, the Property will be improved with a total enclosed area of 248,451 gross square feet ("GSF"), of which 244,562 GSF will be residential, 2,953 GSF will be parking, 898 GSF will be storage, and 3,889 GSF will be retail.

3. The first Certificate of Occupancy is anticipated to be issued on or around July 21st, 2027.

4. The City will continue to utilize a 45% ratio of AAV to FMV.

5. The City will deem the Property to be approximately 70% complete for tax year 2027/28.

6. There will be no changes to the NYS Real Property Tax Law, to New York City codes, rules, and regulations, or to the currently prevailing practices and policies of the New York City Department of Finance applicable to real property tax assessment.

In estimating an AAV for tax year 2027/28, we first estimated an AAV for tax year 2028/29, the first year in which DOF may treat the Property as complete for property tax purposes. In doing so, we applied the income capitalization approach. We utilized market rental income and expense data as well as information you have supplied. For the purpose of this estimate, and per your request, we have separately valued the retail space as one condominium unit and the residential, parking and storage spaces as another (combined) condominium unit. Although we have made separate unit estimates for tax year 2027/28 as well as 2028/29, both the timing and allocation of assessment and taxes among the units will be determined by the City.

RESIDENTIAL/STORAGE/PARKING UNIT FOR 2028/29

Estimated Gross Income	$19,475,329
Estimated Expenses	$5,453,092
Pre-Tax Net Income	$14,022,237
Capitalization Rate	7.23%
Estimated Tax Class 2 Tax Rate	12.439%
Overall Rate (Cap Rate + 45% of Tax Rate)	12.828%
Full Market Value	$109,309,612
Indicated Assessed Value	$49,189,325
Estimated Property Taxes (Indicated Assessed Value x Estimated Class 2 Tax Rate of 12.439%)	**$6,118,660**

RETAIL UNIT
FOR 2028/29

Estimated Gross Income	$719,465
Estimated Expenses	$107,920
Pre-Tax Net Income	$611,545
Capitalization Rate	9.06%
Estimated Tax Class 4 Tax Rate	10.848%
Overall Rate (Cap Rate + 45% of Tax Rate)	13.942%
Full Market Value	$4,386,351
Indicated Assessed Value	$1,973,858
Estimated Property Taxes (Indicated Assessed Value x Estimated Class 4 Tax Rate of 10.848%)	**$214,124**

CONCLUSION OF ESTIMATED TAXES FOR 2027/28

RESIDENTIAL/STORAGE/PARKING UNIT

For tax year 2027/28, we have estimated that the Property will be 70% complete based on the information you have provided. If the City applies the same percentage of completion, we estimate that the Indicated Assessed Value of the combined residential/storage/parking will be $34,432,528, and the corresponding real property tax, at an assumed Tax Class 2 Rate of 12.439%, will be $4,283,062.

RETAIL UNIT

For tax year 2027/28, we have estimated that the Property will be 70% complete based on the information you have provided. If the City applies the same percentage of completion, we estimate that the Indicated Assessed Value of the retail will be $1,381,701, and the corresponding real property tax, at an assumed Tax Class 4 Rate of 10.848%, will be $149,887.

NYS Real Property Section 467-a provides for a partial abatement of real property taxes for qualifying residential units within a cooperative or condominium. Among other requirements, the residential unit must be in Tax Class 2, it must be the owner's primary residence, cannot be owned by certain business entities such as an LLC. Further, the unit owner cannot own more than three (3) residential units in any one development, and cannot be receiving certain other benefits such as J-51 exemption, 420-9, or 421-a, unless such benefits are due to expire by June 30th of the year in which you are applying.

The benefits of RPTL 467-a are typically 17.5% of the tax bill of a qualifying unit. There are also prevailing wage requirements that the building as a whole must agree to.

The application is typically handled by building management, and annual renewals must be filed to enable DOF to screen for eligible/non-eligible units on an annual basis.

Assumptions and Limiting Conditions

This opinion of estimated assessed values and taxes, as well as all other contents of this letter are provided as of the date set forth herein and are based upon the information, market data, economic data, property conditions, and public records in existence as of the date hereof.

The Firm assumes that all information and data provided to it by whatever source is accurate, unless otherwise expressly noted herein. Any error or discrepancy in such information and data could have a material impact on the estimates contained herein. Any estimates contained herein are merely possible projections of future events and are not presented as a guarantee of future results. Actual results may be affected by changes in City assessment and taxation policies and practices, changes in prevailing law, and judicial determinations, as well as changes in prevailing market and economic conditions. The Firm reserves the right to amend its estimates or any other contents or conclusions of this opinion to correct such errors, discrepancies and changes. The client and all intended users should carefully review the entire contents of this letter and advise the Firm immediately of any questions or errors or discrepancies that come to the client's and/or other users' attention.

The Firm has issued this opinion with the understanding that it will be incorporated into offering memorandum documents. The letter contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other valuation service providers may reach different conclusions as to the value of the subject property. Furthermore, market value is related to many factors. Accordingly, the Firm shall not be liable for any losses that arise from any investment or lending decisions based upon the opinion that the client, intended user, or any buyer, seller, investor, or lending institution may undertake.

The conclusions expressed in this opinion are of the undersigned, and do not necessarily express the opinion of any New York City department or agency involved in the assessment and taxation process. Assumptions and determinations made by such entities, and the data and market conditions upon which they are based, may differ, potentially in a substantial manner from those contained herein.

The opinion shall not be duplicated or provided to any unintended users in whole or in part without the express prior written consent of the Firm. Acceptance or use of this letter constitutes full acceptance of these Assumptions and Limiting Conditions and any other assumptions set forth herein. It is the responsibility of the user of the opinion to read it in full and to make timely, prudent and diligent inquiries as to any matter it does not fully understand. The Firm assumes no responsibility for damages arising from the user's failure to do so.

Very truly yours,

Tuchman Weiss Liebman & Lindemann LLP

Tuchman Weiss Liebman & Lindemann, LLP

RESERVE FUND

No provision has been made for any Reserve Fund for the Condominium other than any reserve fund line item as set forth in Schedule B located in Part I of the Plan. The Reserve Fund line item included in Schedule B for the First Year of Condominium Operation is based upon a reserve study performed by Strategic Inspections, LLC, having an office address at 150 Main Street, Suite 2, Port Washington, New York 11050. A copy of the reserve study is included in Part II of the Plan. Despite the contributions from Unit Purchasers (as disclosed below) and from Common Charges during the First Year of Condominium operation, if additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners. No representation is made as to the actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve. Sponsor makes no representation that the Reserve Fund will be adequate or sufficient to cover periodic maintenance, capital repairs or replacements to the Common Elements for the First Year of Operation or any subsequent year of operation thereafter.

At Closing, Purchasers will be required to make contributions to the Condominium's Working Capital Fund and its Reserve Fund, each in an amount equal to one (1) month's Common Charges for the Unit(s) purchased, as disclosed in Schedule A (as may be amended from time to time). Reserve Fund contributions will be deposited in a separate Reserve Fund account maintained by the Condominium's Managing Agent.

NO RESERVE FUND SHALL BE ESTABLISHED AT THE FIRST UNIT CLOSING.

Refer to the "Working Capital Fund" section of the for more details.

For such period as Sponsor retains control of the Board of Managers, the Reserve Fund shall not be used to reduce estimated Common Charges.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND.

WORKING CAPITAL FUND

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to one (1) month's Common Charges for the Unit being purchased, to the Board of Managers for its working capital (the "Working Capital Fund"). This fund may be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing, which adjustments may only be deducted from the Working Capital Fund. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the one (1) month's Common Charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the one (1) month's Common Charge checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds, if held separately from the Working Capital Fund or Reserve Fund accounts. If necessary, the Board of Managers may impose a special assessment. The Board of Managers will be entitled to prepay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero ($0) after making provision for the amount of monies that would be generated by the payment of the one (1) months Common Charges for each Unit in the Building. The Board may only prepay the promissory note to the extent there are funds in the Working Capital Fund or Reserve Fund. If the result of the closing adjustments is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion. The Plan will be amended to reflect the terms and subsequent balance of any such promissory note entered by and between the Board and Sponsor.

No provision has been made for any Working Capital Fund other than the above. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

For such period as Sponsor retains control of the Board of Managers, the Working Capital Fund shall not be used to reduce estimated Common Charges.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is EAST 82 OWNER LLC, a limited liability company formed pursuant to the laws of Delaware and authorized to do business in the State of New York on May 14, 2024.

The principals of sponsor are Steven Charno, Jeffrey E. Levine, Jedidiah Resnick and Michael Kessler (collectively "Principals of Sponsor", individually "Principal of Sponsor"), who have been active for many years, and continue to be active, in the development and management of real property. The Principals of Sponsor maintain offices at the principal office of Sponsor as set forth below.

The Sponsor's principal office is located at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001.

There have been no prior felony convictions of Sponsor, or the Principals of Sponsor. There have been no prior convictions, injunctions and judgments against Sponsor, or the Principals of Sponsor or any individuals which own or control a ten percent (10%) or more equity interest in the Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

For the last five years, neither the Sponsor nor Principals of the Sponsor, or any affiliates of Sponsor or Sponsor's Principals have been a principal, nor have they had any public offerings in the State of New York, nor do they currently own ten percent (10%) or more of the unsold units in any other condominium, cooperative or homeowners association.

Selling Agent

The Selling Agent for the Residential Units in this offering is Brown Harris Stevens Marketing and Sales, LLC, a licensed real estate brokerage firm which has an office at 445 Park Avenue, New York, New York 10022. The principals of the Selling Agent have been involved with the development and marketing of numerous condominium and cooperative projects for over ten (10) years. The Selling Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services. There have been no prior felony convictions of Selling Agent, or the principals of Selling Agent. There have been no prior convictions, injunctions, or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally.

Architect

The Architect for the project is CetraRuddy Architecture DPC, located at 1 Battery Park Plaza, New York, NY 10004.

John Cetra, a registered architect in the State of New York and a principal of CetraRuddy Architecture DPC, prepared the report which Sponsor has adopted as Sponsor's "Description of Property and Specifications." CetraRuddy Architecture DPC, and/or principals thereof, has prepared numerous architectural reports for Sponsors for inclusion in cooperative and/or condominium Offering Plans which are rehabilitation projects or new construction projects. The Architects have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services. The Architect, and/or the principals thereof, have been providing architectural and engineering services in excess of ten (10) years.

Counsel to Sponsor

The Sponsor has retained the law firm of DL PARTNERS, 9 East 40th Street, 5th Floor, New York, New York 10016, to represent it in the preparation and consummation of the Offering Plan. Jonharold A. Cicero, Esq., a Partner of the firm and Megan A. Wirtz, Esq., an Associate of the firm, drafted the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

DL PARTNERS, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Managing Agent

The Managing Agent for the Property for the first year subsequent to the First Unit Closing will be Clinton Management, LLC, which has a place of business at 42-06 235th Street, Douglaston, New York 11363. The Managing Agent or the principals thereof have been managing residential and commercial buildings in Manhattan for over twenty (20) years. Some properties managed by the Managing Agent in recent years include AtlanticBK located at 1057 Atlantic Avenue, Brooklyn, NY 11238, 3Eleven located at 311 11th Avenue, New York, NY 10001, OHM located at 312 11th Avenue, New York, NY 10001, Level located at 2 N. 6th Street, Brooklyn, NY 11249, and One North Fourth located at 1 N 4th Pl., Brooklyn, NY 11249.

Clinton Management, LLC is affiliated with Principals of Sponsor.

There have been no prior felony convictions of the Managing Agent, or any principals thereof; and no prior convictions, injunctions and judgments against the Managing Agent or principals thereof that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years.

REPORTS TO UNIT OWNERS

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

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year for the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers, it shall be Sponsor's obligation to deliver to all Unit Owners a proposed annual budget which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under this Plan or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours and shall remain available for such inspection, without charge, and for copying at a reasonable charge, for a period of six (6) years from the date of the First Unit Closing. The Sponsor shall, at the time of the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording office.

GENERAL

A. Each Unit Owner shall be required to comply with and abide by the Declaration, the By-Laws and the Rules and Regulations of the Condominium made in accordance therewith and to pay the Common Charges levied by the Board of Managers. Such obligations shall be enforceable by the Board of Managers by foreclosure of the statutory lien against the Unit for the amount of any such unpaid Common Charges or by suit to collect the same by action for damages, by injunction or by other appropriate relief.

B. To the best of Sponsor's knowledge, the Building located at 175 East 82nd Street, New York, New York was not the subject of a prior public offering. An Application to Test the Market pursuant to Cooperative Policy Statement No. 1 was accepted for filing by the Department of Law of the State of New York on December 22, 2025. File No. CP25-0121.

C. The Declaration and By-Laws of the Condominium located in Part II of this Plan are made part of this Offering Plan.

D. Annexed to the By-Laws are the Rules and Regulations of the Condominium which shall apply until amended by the Board of Managers.

E. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein, must not be relied upon. This Plan does not omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation which is not expressly contained herein.

F. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

G. This Plan may not be changed or modified orally.

H. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in the case of an uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However,

such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

I. Sponsor hereby represents that neither it or any of its agents has entered into a contract or agreement to sell a Unit and no deposits or advances of funds have been received, or will be accepted, as of the date the Offering Plan is accepted for filing by the Department of Law.

J. Sponsor hereby represents that: (i) all of the Units offered under the Offering Plan were vacant; and (ii) Sponsor has not accepted any purchase agreements or taken any deposits or funds for the purchase of Condominium Units at the Premises, upon submission of the Plan to the New York State Department of Law.

RESERVATION OF DEVELOPMENT RIGHTS

As against all other Unit Owners, their successors, assigns and/or legal representatives, the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended, and Sponsor hereby binds itself, its successors and assigns from conveying, transferring, assigning, or surrendering in whole or part any transferable air rights and/or development rights, if such conveyance, transfer, assignment or surrender shall make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration or as will allow any party, including Sponsor or Sponsor's designee, to build on or directly above the Land, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in any event, any construction above the Land, shall be made only in accordance with the Condominium's Declaration and By-Laws. As used herein, "transferable air rights and/or development rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor will not build any further on or above the Property. Any and all consideration paid to Sponsor or its designee in connection with a transfer of any transferable air rights and/or development rights shall be the sole and absolute property of the Sponsor or its designee.

Based upon the approved New Building Plans for the construction of the Building, currently there are 0 (zero) square feet of excess transferable air rights and/or development rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable development rights and/or air rights pertaining to the Property at that time. Until such time the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development rights and/or air rights that would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess development rights and/or air rights.

The Sponsor, its successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners and their successors and/or assigns, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, and/or its successors and assigns, in the Register's Office of New York County in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) deed(s), lease(s), zoning lot agreement(s), declaration(s), lot line window declaration(s) and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect only to any transferable air rights and/or development rights, for the purpose of confirming the ownership of Sponsor, Sponsor's designee and/or their successors and assigns therein and/or for the purpose of effectuating the conveyance, transfer, assignment or surrender of such rights by

Sponsor, Sponsor's designee and/or their successors and assigns; and (ii) any amendment to the Condominium Declaration which the Sponsor, Sponsor's designee and/or their successors and assigns deems necessary or appropriate to effectuate their rights hereunder.

Failure of the Unit Owners and Board of Managers to comply with the terms of the Condominium Declaration shall result in liquidated damages payable by the Board of Managers to the Sponsor, and/or its successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee and/or their successors and assigns for the conveyance, transfer, assignment or surrender of such transferable air rights and/or development rights.

The floor area of the Building is limited and may not be expanded using the transferable air rights and/or development rights Sponsor has reserved for itself. Additionally, the transfer of existing or future development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor represents that the Description of Property and Specifications hereinafter set forth in Part II of the Plan, which Sponsor hereby adopts, accurately sets forth the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. However, Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of Equal or Better Quality. Sponsor further reserves the right to make all decisions relative to construction methods, practices and designs. In addition, Sponsor will, by the First Unit Closing or within a reasonable period thereafter, cure or cause to be cured all violations of record against the Property as set forth in the Plan.

The Description of Property and Building Specifications set forth in Part II of the Plan was prepared by CetraRuddy Architecture DPC, and is included in this Plan in reliance upon the expertise of such firm.

PART II

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT AND SHOULD BE READ CAREFULLY BY EACH PROSPECTIVE PURCHASER AND SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER'S ATTORNEY BEFORE EXECUTING IT.

PURCHASE AGREEMENT ("Agreement")
175 EAST 82ND STREET CONDOMINIUM ("Condominium")

Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Additional Purchaser's Name:

Social Security No.:_____

Address:_____

Telephone No.:_____

Residential Unit Number:_____, and Storage Space_____ (if applicable)

Percentage Interest in Common Elements:_____

Aggregate Down Payment (not including custom work**):

a) Initial Down Payment (10%) (50% if applicable***) $_____
b) Additional Down Payment (5%)**** $_____

Balance Due at Closing $_____

Total Purchase Price***** $_____

Name(s) and manner in which title will be taken:_____

** additional Deposit for custom work $_____

*** If a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Down Payment equal to fifty percent (50%) of the applicable Total Purchase Price.

**** At the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement, or (ii) within 15 days of the presentation date of the amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Down Payment in an amount equal to five percent (5%) of the Purchase Price. Notwithstanding the foregoing, a Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the Initial Down Payment together with the Additional Down Payment in a total amount equal to fifteen percent (15%) of the Purchase Price.

***** If applicable, the Total Purchase Price is allocated as follows: $_____ for the Residential Unit, and $_____ for the Storage Space License Payment.

Statement of Seller

EAST 82 OWNER LLC, with an address at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001, a limited liability company formed pursuant to the laws of the State of Delaware and authorized to do business in the State of New York, (hereinafter collectively the "Sponsor" or "Seller"), having promulgated a Plan of Condominium Ownership of "175 East 82nd Street," a Condominium ("the Plan") pursuant to which the land with appurtenances and the Residential Units, and the Commercial Unit ("the Units") being newly constructed by Seller, located at 175 East 82nd Street, New York, New York 10028, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Seller and to be recorded in the Office of the Register of the City of New York, New York County, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

AFTER DELIVERING AN EXECUTED AGREEMENT, TOGETHER WITH THE REQUIRED DEPOSIT, I WILL BE AFFORDED SEVEN (7) DAYS TO RESCIND THIS PURCHASE AGREEMENT AND HAVE THE FULL DEPOSIT REFUNDED TO ME PROMPTLY, PROVIDED THAT I HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SUCH DELIVERY. SUCH RESCISSION MUST BE BY WRITTEN NOTICE, ADDRESSED TO SPONSOR, AND BE POSTMARKED OR HAND DELIVERED NO LATER THAN MIDNIGHT OF THE 7TH DAY SUBSEQUENT TO MY DELIVERING THE EXECUTED PURCHASE AGREEMENT. IF I HAVE HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO MY MAKING THE AFORESAID DELIVERY, I SHALL NOT BE PERMITTED THE AFOREMENTIONED SEVEN (7) DAY TIME PERIOD TO RESCIND THIS PURCHASE AGREEMENT.

The seven (7) day rescission period is (delete whichever is incorrect): applicable; not applicable.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit or Units and for the building in which it is located ("the Building"), prepared by CetraRuddy Architecture, D.P.C. ("the Architect").

Purchaser is desirous of purchasing the above-numbered Unit or Units, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together

with an undivided interest appurtenant thereto to in the Common Elements appurtenant thereto (the above-numbered Unit and the undivided interest appurtenant thereto being hereinafter collectively called the "Unit");

Agreement Between Sponsor and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Unit**. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit for the Total Purchase Price stated above. The Down Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Sponsor. If the check representing the Down Payment is returned for insufficient funds or for any other reason (i) such return shall be deemed a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled, and (ii) upon such cancellation Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made and without any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything herein to the contrary, whether or not the Sponsor has canceled this Agreement as provided above, if the Sponsor has not collected the proceeds of any check for any payments due under this Agreement, then the Sponsor may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Sponsor in connection therewith. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 2, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Sponsor.

2. **Closing of Title**. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Sponsor may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Sponsor. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Sponsor shall agree on an earlier Closing Date). Sponsor shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one reasonable adjournment of up to fifteen (15) days, on five (5) days written notice by Purchaser to Sponsor, provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) herein. If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date (hereinafter the "Adjourned Closing Date"), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the

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

At the closing of title Sponsor shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be in the form contained in Part II of the Plan, executed and acknowledged by Sponsor in form for recording.

Simultaneously with the delivery of the deed, Purchaser (i) shall cause the proceeds of any mortgage loan to be transferred to the Sponsor on account of the Total Purchase Price, (ii) if applicable, shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Sponsor and (iii) shall deliver the Balance Due at Closing.

Title to the Unit will close only after or concurrently with the occurrence of the events set forth in the Section of the Plan entitled "Closing of Title to Units".

3. **Power of Attorney to Board of Managers and Sponsor**. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers and Sponsor in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Sponsor at the closing of title for recording and to pay the recording fee.

4. **Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations**. Purchaser hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations and the Plan, as same may be amended from time to time.

Purchaser acknowledges the Declaration, the By-Laws and Regulations set forth the following with respect to smoking in the Building:

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (hereinafter referred to collectively as "Smoking Apparatus") in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, loggia, terrace, and/or yard. In addition, no person may smoke or otherwise burn any Smoke Apparatus within fifteen feet (15') of any outside entrance to the Condominium or within fifteen feet (15') of any outdoor air intake or operable window opening onto Common Elements or Units.

5. **Condition of Title**. Sponsor agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I thereof in the section titled "Terms of Sale," and Exhibits submitted in connection therewith (as well as other mortgages, if any, obtained by Purchaser).Purchaser will be responsible to pay the title company the entire premium for Purchaser's title insurance.

However, and notwithstanding anything herein to the contrary, Purchaser may obtain title insurance from any title insurance company or not obtain any title insurance at all, at Purchaser's sole discretion.

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Sponsor may pay and discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments**. Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax or mortgage recording tax reimbursement as set forth in such Section, payment for title insurance, if Purchaser elects or is required by a lender to obtain same, recording fees for recording the Deed, Power of Attorney and any Partial Release and/or UCC-3 Termination Statement for the Unit related to Sponsor's financing encumbering the Building, real estate taxes, New York City Real Property Transfer Tax, New York State Transfer Tax, Sponsor's attorney's fees for closing the Unit, and costs associated with obtaining a mortgage loan. The legal fees of Sponsor's attorneys in the amount of $3,000.00 will be payable by Purchaser to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, if rendered by such firm, provided that an additional fee of $1,500.00 per closing shall be due and payable for any Unit closing which occurs outside the office of Sponsor's attorneys at the request of Purchaser, Purchaser's attorney, Purchaser's lender or the title company. A further fee of $1,500.00 shall be payable by Purchaser to Sponsor's attorneys for the work involved for each assignment of a purchase agreement or contract. Assignments are permitted only with prior written consent of Sponsor. A legal fee of $1,500.00 shall be payable for the work involved as a result of any adjournment by a Purchaser, beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $1,000.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation of a Purchase Agreement and/or release related thereto if prepared by such firm. Purchaser will also pay to the Board of Managers the sum equal to two (2) months of Common Charges for the Unit being purchased as Purchaser's contribution to both the Working Capital Fund and the Reserve Fund of the Condominium. Except as otherwise provided in this agreement, real estate taxes and Common Charges and expenses shall be adjusted between Sponsor and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Sponsor in excess of $1,000.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New

York Clearing House Association or any successor organization. The obligation of the Purchaser to pay the transfer taxes as stated above shall survive the Closing.

Notwithstanding anything herein to the contrary, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Purchaser may order such insurance from any reputable title or abstract company authorized to do business in the State of New York, including Royal Abstract. Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York, and should be the same, regardless of the title or abstract company used, for any given property.

7. **Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, on the Closing Date the only mortgage to which the Unit will be subject will be to the mortgage(s) obtained by Purchaser, if any.

8. **Mortgage Financing Contingency**. THE PURCHASE OF THE UNIT WILL NOT BE CONDITIONED ON FINANCING AND THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED. Any prospective purchaser who executes this Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. A purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under this Purchase Agreement. Prospective purchasers who require financing are advised to consult with a lending institution before execution of this Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing.

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the Down Payment or the balance of the Total Purchase Price when due, fail to close title on the date, hour and place specified by Sponsor pursuant to Paragraph 2 hereof or on the Adjourned Closing Date or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser. Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal

delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. If such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment and any other amounts paid by Purchaser for any special or custom work (to the extent that such funds have been used by Sponsor to pay for such custom or special work ordered by Purchaser (collectively hereinafter the Down Payment and such deposits are referred to as the "Deposit" or "Deposits")) shall be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Sponsor shall elect so to cancel this Agreement, Sponsor shall certify to its attorneys, D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, that title has not closed because of Purchaser's default, that a notice to cure was delivered to Purchaser and Purchaser has failed to cure the default within thirty (30) days from the mailing date or within thirty (30) days from personal delivery of such notice and that Sponsor has elected to cancel this Agreement by reason thereof, and D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Sponsor as liquidated damages the Down Payment (and the actual cost incurred by Sponsor for any custom and special work in the Unit ordered by Purchaser) and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If Sponsor instructs the Escrow Agent 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 Down Payment. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to either (a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; (b) a subsequent writing signed by both Sponsor and Purchaser; or (c) a final, non-appealable order or judgment of a court. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit. Sponsor shall reimburse D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP insofar as it is acting in its capacity as Escrow Agent for its reasonable cost and expenses, including attorney's fees and the fair value of legal services rendered by the Escrow Agent to itself incurred as a result of any dispute or litigation concerning the right to the Deposit. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. If this Agreement shall be canceled by Sponsor pursuant to the provisions of this Paragraph 9, Sponsor may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP may rely upon the truth and accuracy of the facts contained in Sponsor's

certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **Agreement May Not be Assigned; Advertising**. Purchaser shall have no right to assign this Agreement without the prior consent in writing of Sponsor and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Sponsor. In the event Sponsor consents to the assignment of this Agreement, Purchaser shall pay D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP the legal fee of Sponsor's attorneys for reviewing the assignment agreement. Such fee shall be approximately $1,500.00, plus disbursements. Prior to and for eighteen (18) months subsequent to the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale or resell the Units. The provisions of this paragraph shall survive the closing of the Unit.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above and to Sponsor at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001 (with a copy to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, 9 East 40th Street, 5th Floor, New York, New York 10016) or at such other address as either party may hereafter designate to the other in writing. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day after mailing.

12. **No Representation**. Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Sponsor, Sponsor's Counsel or Sponsor Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services or amenities, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Sponsor shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building are not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error. This provision shall survive the closing of title to the Unit.

13. **Recording of Deed and Power of Attorney**. At the closing of title, Purchaser will deliver the executed deed received from Sponsor and executed and acknowledged power of attorney to the representative of the title company, if any, or to Sponsor for recording in the Office of the Register of the City of New York, New York County. Such deed and power of attorney will be in the form set forth in the Plan.

14. **Binding Effect**. This Purchase Agreement shall not be effective or binding on Sponsor until a counterpart hereof is executed by Sponsor and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. **Agreement Subject to Plan Becoming Effective; Sponsor's Right to Cancel**. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Sponsor at any time prior to its being declared effective and before eighty percent (80%) of the Residential Units have been purchased. Sponsor also reserves the right to abandon the Plan after it has been declared effective pursuant to other provisions of the Offering Plan as set forth in the section titled "Effective Date of Plan". Additionally, the Plan shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Paragraph 2 hereof or in the Plan, for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Sponsor within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this paragraph, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

Sponsor may cancel this Purchase Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at his address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Sponsor from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that the Sponsor is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

16. **Down Payment Deposit; Escrow Agent and Escrow Account; Down Payment; Payment of Purchase Price; Notice of Closing**.

The required aggregate Down Payment pursuant to this Agreement will be either fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price for the Unit set forth in the Plan, as amended, which Down Payment shall be increased by special custom work or

materials, if any, requested by Purchaser and agreed to by Sponsor in its sole discretion and as itemized in this Agreement.

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP , with an address at 9 East 40th Street, 5th Floor, New York, New York 10016, telephone number (212) 564-9800, to serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust. The Escrow Agent has established the escrow account at Webster Bank, located at One Jericho Plaza, Jericho, New York 11753 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP Escrow Account for 175 East 82nd Street or a similar name (the "Escrow Account"). Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest-bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

The Escrow Agent has designated the following partners to serve as signatories: Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Jose M. Rivera, Esq., Bettina Miraglia, Esq., Jonharold A. Cicero, Esq., Christopher M. Tarnok, Esq. and Eric Garcia, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

The Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

All Deposits remitted to Escrow Agent shall be in the form certified or official checks, personal checks subject to collection, money orders, or, subject to Sponsor's prior written approval, wire transfers, and shall be made payable to, or endorsed by the Purchaser to, the order of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, as Escrow Agent.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue as of the date the deposit of the Deposit clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account.

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

The Escrow Agent is obligated to send notice to the Purchaser once the Deposits are placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after the Purchase Agreement has been executed by all necessary parties and tendered, along with the Deposits, to the Escrow Agent, (the "Date of Tender") he or she may cancel the Purchase Agreement within ninety (90) days after the Date of Tender. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, New York, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposits were timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

Under no circumstances shall Sponsor seek or accept release of the Deposits of a defaulting Purchaser until after consummation of the Offering Plan, as evidenced by the acceptance of an post-closing amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposits if so directed:

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

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

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

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

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

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

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

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

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

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

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

The Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

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

Sponsor shall obtain, or cause the Selling Agent under the Offering Plan to obtain, a completed and signed W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 or Form W-8BEN, whichever may be applicable, along with any other items reasonably required by the Escrow Bank to open the account, the Down Payment will be deposited in a non-interest-bearing escrow account at the Escrow Bank.

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

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

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

As an alternative to depositing Down Payments in escrow as set forth above, Seller may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. The use of the foregoing alternative escrow

will first be disclosed in an amendment to the Offering Plan and made subject to all applicable laws and regulations. See "Rights and Obligations of Sponsor" section of the Offering Plan for further information.

YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE, IF THE SAME IS FIRST DISCLOSED IN AN AMENDMENT TO THE OFFERING PLAN AND APPROVED BY THE DEPARTMENT OF LAW.

In the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price plus any interest earned thereon, may be retained as liquidated damages. Notwithstanding the above, the actual cost incurred by Sponsor for any special work in the Unit ordered by Purchaser and agreed to by Sponsor, in its sole discretion may also be retained as liquidated damages. Sponsor agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing and/or the Consummation of the Plan.

The balance of the Total Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days prior written notice of the closing date for his Unit, which notice will also remind him of his obligation to pay the balance of the purchase price at that time and will state when Common Charges will be due and payable.

17. **Equipment and Furnishings**. Sponsor will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the purchase price of the Unit.

18. **Acceptance of Condition of Unit; Risk of Loss**.

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

appearing in Part II of the Plan. The Punchlist Inspection Statement shall survive the closing of title.

(ii) Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Sponsor or the Sponsor Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title, but shall be obligated to make an inspection appointment with Sponsor or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

(iii) Purchaser represents to Sponsor that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date and subject to any other obligations of Sponsor under the terms of the Plan.

(iv) The risk of loss from fire or other casualty with respect to the Unit shall remain with Sponsor until the closing of title for the Unit. Sponsor at its sole discretion, reserves the right to either repair or restore such Unit whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or the Sponsor's insurance. Additionally, in the event that Purchaser, or one claiming by or through Purchaser enters into possession of the Unit prior to the closing of title, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR INSURANCE AGENT AS TO HIS OR HER INSURANCE NEEDS.

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

19. **Possession of Unit Prior to Closing**. It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Sponsor shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Sponsor if the Sponsor so elects, the Sponsor may cancel this Purchase Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated damages deemed earned hereunder. It is further understood and agreed that the Sponsor will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property before, on or after the closing of title herein. The provisions of this Paragraph 19 shall survive the Closing.

20. **Limitation of Sponsor's Inability to Convey Unit**. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten (10) days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

21. **Liability of Sponsor**. (i) The Sponsor's liability under this Purchase Agreement for failure to complete and/or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

(ii) The Sponsor and/or Purchaser shall be excused from timely performing any obligation or undertaking provided for in this Purchase Agreement and/or under the Offering Plan, as amended, for so long as such performance is prevented, delayed or hindered by the following

occurrences or similar or dissimilar occurrences which are not within the control of Sponsor: an act of God, weather, fire, flood, explosion, war, riot, sabotage, outbreaks, epidemics, pandemics, order(s) of public authority having jurisdiction implementing shelter-in-place rules, requirements and/or quarantine measures, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, government prohibitions, governmental restrictions, governmental orders, governmental preemptions or governmental approvals, strike, lockout, action of labor unions or any other cause. Purchaser's and Sponsor's time to perform such delayed obligations or undertakings shall be tolled for the length of time during which such performance and/or obligation was excused in accordance with this sub-paragraph or as otherwise determined in a final decision or order issued by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order (collectively, the "Tolling Period").

Notwithstanding anything to the contrary contained herein, nothing herein shall be construed to limit any rights which Purchaser may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and/or the Offering Plan, (collectively, "Article 23-A") except as otherwise ordered by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order. However, Purchaser agrees that should any right of rescission which accrues pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and/or the Offering Plan as a result of Sponsor's inability to timely consummate the Offering Plan pursuant to its terms during the Tolling Period, Sponsor shall not be obligated to offer such right of rescission until: (i) the Tolling Period has expired, and (ii) subsequent to that expiration of the Tolling Period, a period of time equal to the length of time of the Tolling Period (collectively the "Delay Period"). For the avoidance of doubt and as an example, if the Tolling Period is sixty (60) days, then the Delay Period shall be one hundred and twenty days (120) days and Purchaser's right to rescind the Purchase Agreement pursuant to Article 23-A shall not arise until the expiration of the Delay Period. However, if Sponsor is not able to consummate the Offering Plan pursuant to its terms within the Delay Period, Purchaser must be granted the right of rescission in accordance with the terms of the Offering Plan and in the event that the Purchaser exercises such rescission right, the Sponsor must timely return the down payment as provided in the Offering Plan and this Purchase Agreement. However, if Sponsor, is able to consummate the Offering Plan pursuant to its terms prior to expiration of the Delay Period, Purchaser agrees to waive any rescission right and close title to the Unit in accordance with the terms of this Purchase Agreement even though the aforementioned rescission right may have accrued pursuant to Article 23-A. **Purchasers are advised that executing a purchase agreement that includes the foregoing provisions may impact the Purchaser's ability to close on her/his unit in the time frame originally contemplated in the purchase agreement and may limit the Purchaser's remedies for any such delay in the closing date. The Attorney General strongly recommends that Purchasers consult with their attorneys regarding any risks associated with executing a purchase agreement containing the foregoing provision prior to executing the purchase agreement.**

22. **Definitions**. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

23. **Gender**. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

24. **Other Agreements**. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

25. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

26. **Brokerage**. Purchaser represents and warrants to Sponsor that Brown Harris Stevens and _____, as the co-broker, are/is the only broker(s) or sales agents with whom Purchaser has dealt in connection with this transaction, hereinafter the "Broker". Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement between Sponsor and Broker. Purchaser agrees that should any claim be made against Sponsor or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this paragraph 25 shall survive the closing of title.

27. **Governing Law**. This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York, notwithstanding the principals of Conflict of Laws.

28. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Sponsor, or the right of Purchaser to any statutory relief or remedy.

29. **Costs of Enforcing and Defending Agreement**. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under this Purchase Agreement, or in the event Purchaser defaults under this Purchase Agreement beyond any applicable grace period, in canceling this Purchase Agreement or otherwise successfully enforcing either Seller's rights or Purchaser's obligations hereunder.

30. **Acceptance by Sponsor**. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed

Agreement and the Down Payment to Sponsor, and a counterpart hereof executed by Sponsor and Escrow Agent has been delivered to Purchaser. Within twenty (20) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, together with the required Down Payment, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or
(b) reject this Agreement offer and refund the Down Payment tendered by Purchaser.

If Sponsor takes no action within said twenty (20) day period this Purchase Agreement shall be deemed null and void and Sponsor will return Purchaser's Down Payment within twenty (20) days.

Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Purchase Agreement without cause or explanation to Purchaser. This Purchase Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

31. **Transfer Tax Returns**. At closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (TP-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and TP-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

32. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after February 17, 2016, the Purchaser of such real property interest must deduct and withhold a tax equal to fifteen percent (15%) of the purchase price unless the Sponsor furnishes a certificate that it is not a foreign entity or individual. Sponsor, a Delaware limited liability company with authority to conduct business in New York, will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

33. **Custom Work**. Purchaser acknowledges and agrees that all custom work ordered by Purchaser and consented to by Sponsor in its sole and absolute discretion, is to be performed by Sponsor's contractors. The cost of such custom work will be in addition to the total purchase price for the Unit and will be at the sole cost and expense of Purchaser. The Down Payment for the purchase of the Unit will be increased by the total cost of the custom work. Although initially

deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work. In the event that the Offering Plan is abandoned or withdrawn by the Sponsor, all funds received for custom work will be refunded.

34. **Damage to Public Improvements, Amenities and Common Elements**. Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Element on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Sponsor, then and in that event, Sponsor may complete same at the expense of Purchaser who shall reimburse Sponsor for the cost thereof immediately upon demand. This paragraph shall survive delivery of the deed at Closing.

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

36. **Confidentiality**. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

37. **Purchaser's Representations Regarding OFAC and the Patriot Act**. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Down Payment represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Down Payment.

Purchaser is not now, nor shall it be at any time prior to or at the Closing, an individual, corporation, partnership, joint venture, trust trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated

by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312(a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

Purchaser has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. App. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

Purchaser shall comply with any and all applicable reporting requirements of governmental or quasi-governmental agencies, including, but not limited to, the United States Department of the Treasury, regarding the natural born individuals who own and control a Purchaser that is an entity and/or source of the funds utilized to consummate the transaction memorialized by this Purchase Agreement.

Purchaser shall comply with any and all applicable reporting requirements of governmental or/or quasi-governmental agencies, including, but not limited to, the Unit States Department of the Treasury.

The provisions of this paragraph 36 shall survive the Closing of title to the Unit or termination of this Agreement.

38. 18 Month Prohibition Against Advertising for Sale or Selling a Unit. A Unit Owner who acquired a Unit from Sponsor ("Sponsor Sale") is prohibited from (a) listing the Unit for sale with any broker or placing or authorizing any listing in any broker's listing system or other listing service or from otherwise advertising, offering, promoting or publicizing the availability of the Unit for sale for eighteen (18) months after Closing, without Sponsor's prior written consent, which consent may be withheld or delayed, in Sponsor's sole and absolute discretion; or (b) entering into a contract or other agreement for the sale of the Unit or reselling the Unit prior to the first anniversary of the Closing of the Sponsor's Sale, except to such Unit Owner' s Family

Member(s), or a trust for the benefit of such Family Member(s) or to an entity or individual that owns more than 50% of the legal and beneficial interest of such Unit Owner or to an entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof, or to a Permitted Mortgagee or its nominee, who has acquired title to any Unit at a foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction. The foregoing restriction shall not apply from and after the date that Sponsor has conveyed title to all of the Residential Units. See Article VII, Section 1 of the By-Laws. The provisions of this Section shall survive the Closing of title to the Unit.

39. **18 Month Prohibition Against Advertising for Rent or Renting a Unit.** A Unit Owner who acquired a Unit from Sponsor ("Sponsor Sale") is prohibited from (a) listing the Unit for rent with any broker or placing or authorizing any listing in any broker's listing system or other listing service or from otherwise advertising, offering, promoting or publicizing the availability of the Unit for rent for 18 months after Closing, without Sponsor's prior written consent, which consent may be withheld or delayed, in Sponsor's sole and absolute discretion; or (b) entering into a contract or other agreement for the rent of the Unit or renting the Unit prior to 18 months following the Closing of the Sponsor's Sale, except to such Unit Owner' s Family Member(s), or a trust for the benefit of such Family Member(s) or to an entity or individual that owns more than 50% of the legal and beneficial interest of such Unit Owner or to an entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof. The foregoing restriction shall not apply from and after the date that Sponsor has conveyed title to all of the Residential Units. See Article VII, Section 1 of the By-Laws. The provisions of this Section shall survive the Closing of title to the Unit.

40. **Storage Space.** If applicable, the Purchaser will be assigned one or more Storage Spaces in the Building and at the Closing will be required to execute a Storage Space License governing the use of the Storage Space(s). A copy of the Storage Space License to be executed at Closing is attached hereto as **Exhibit "B."** The Storage Space License will only be assigned to the Purchaser simultaneously with the Purchaser acquiring the Unit. In the event a Residential Unit Owner elects to terminate a Storage Space License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space in question will devolve to the Board of Managers which shall have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Spaces to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. The Storage Spaces are located in the residential storage room on the cellar level of the Building and Sponsor cannot make any representation that the Storage Spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Spaces. Residential Unit Owners who place items in the Storage Spaces do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

Residential Unit Owners must comply with applicable Law regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the assigned Storage Spaces may not be completed prior to the closing of title to any particular Residential Unit and the fact that a Storage Space may not be available for use at the time of the Closing will not

constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Space will be held in escrow by Sponsor's attorneys until the date that the Storage Space is made available for Purchaser's use. Purchaser shall be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Space. The provisions of this paragraph 40 shall survive the Closing.

41. **Smoking Policy**. Purchaser acknowledges the Condominium's smoking policy is as follows:

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (hereinafter referred to collectively as "Smoking Apparatus") in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, loggia, terrace, and/or yard. In addition, no person may smoke or otherwise burn any Smoke Apparatus within fifteen feet (15') of any outside entrance to the Condominium or within fifteen feet (15') of any outdoor air intake or operable window opening onto Common Elements or Units.

42. **Survival**. The closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Sponsor with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom. All representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

43. **Conflict with Plan**. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

44. **Captions.** The captions in this Purchase Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Purchase Agreement, or the intent of any provision hereof.

45. **Counterparts**. This Purchase Agreement and any Rider(s) attached thereto may be executed by facsimile and/or pdf signature and/or in any number of counterparts and each of such facsimile and/or pdf signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimile and/or pdf signatures and/or counterparts shall together constitute but one and same Purchase Agreement.

[Signature Page to Follow.]

Dated: _____, New York
_____, 20__

_____L.S.

_____Purchaser

_____L.S.

_____Purchaser

Accepted:

EAST 82 OWNER LLC

By:_____
Name:
Title:

Dated: _____, 20__

ESCROW AGENT:

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

By:_____

_____, Partner

EXHIBIT A

WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

In consideration of Sponsor/Seller conveying title to Unit _____ in 175 East 82nd Street, a Condominium located at 175 East 82nd Street, New York, New York 10028 and for other good and valuable consideration to Sponsor/Seller, the receipt and sufficiency of which is hereby acknowledged by Sponsor/Seller, Purchaser hereby agrees to the following:

(1) Capitalized terms used and not otherwise defined in this Waiver shall have the respective meanings ascribed thereto in the Offering Plan, as amended from time to time.

(2) Purchaser represents and warrants that the Purchase Agreement for Unit _____ and the sales transaction contemplated thereunder is a commercial rather than a public or governmental act, and that Purchaser is not entitled to claim immunity from legal proceedings with respect to Purchaser or any property of Purchaser on the grounds of sovereignty or otherwise under any law or in any jurisdiction where any action may be brought for enforcement of Purchaser's obligations thereunder.

(3) To the extent that Purchaser has now or may hereafter acquire such, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and the Condominium Declaration and By-Laws, (i) immunity from the jurisdiction of any court (including but not limited to the courts of the United States or any State thereof) and (ii) immunity of Purchaser's revenues, assets or properties (whether commercial or non-commercial) (A) from execution upon, attachment in aid of execution upon, and attachment prior to a judgment of any such court, (B) from setoff, and (C) from any other legal action or proceeding taken to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws. In addition to the extent not prohibited by the laws of the United States or international law, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and/or the Condominium Declaration and By-Laws, "mission inviolability" as same has been interpreted under the Vienna Convention on Diplomatic Relations, 23 U.S.T. 3227.

(4) Purchaser, Sponsor/Seller and the Board of Managers of the Condominium acknowledge and agree that all disputes arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws and all actions to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws may be dealt with and adjudicated in the courts of the United States of America or the State of New York, as Sponsor/Seller and/or the Board of Managers of the Condominium elect, and, by execution of the Purchase Agreement, Purchaser hereby expressly and irrevocably accepts for itself and, to the extent permitted by law, in respect of Purchaser's property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and

By-Laws or in any action to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws. So far as is permitted under applicable law, this consent to personal jurisdiction by Purchaser shall be self operative and no further instrument or action, other than service of process in one of the manners specified in this Waiver, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

(5) Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by applicable law, Purchaser hereby irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection which Purchaser may now or hereafter have to the laying of venue or any suit, action or proceeding relating, directly or indirectly, to the Purchase Agreement and/or the Condominium Declaration and By-Laws in the State of New York, (ii) any claim that the State of New York is not a convenient forum for any such suit, action or proceeding, and (iii) any claim that Purchaser is not personally subject to the jurisdiction of the above named courts. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by law, Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Purchaser and may, to the fullest extent permitted by applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

(6) In the case of the courts of the United States of America and the State of New York, Purchaser hereby designates, appoints and empowers the party described below ("Purchaser's Agent"):

_____

_____

_____

as its authorized agent to accept and acknowledge for and on Purchaser's behalf service of process in any legal action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws, but for no other purpose. Purchaser acknowledges that the provisions of this Section 6, and the provisions of Section 8, below constitute a "special arrangement for service" within the meaning of 28 USC §1608.

(7) Purchaser shall have Purchaser's Agent execute all documents and affidavits reasonably necessary to insure that (i) the designation and appointment of Purchaser's Agent as such shall be irrevocable until one year after the date of the closing of title to the Unit, and (ii) Purchaser's Agent shall not cease to act as the agent for service unless and until, in either case, another agent for such purpose reasonably satisfactory to Sponsor/Seller and/or the Board of Managers of the Condominium shall have been irrevocably designated and appointed and Purchaser shall have

delivered to Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, evidence in writing of such other agent's acceptance of such appointment. Any attempt by Purchaser's Agent to cease to so act shall be ineffective and without force or effect unless the foregoing provisions of this Section 7 shall be complied with.

(8) Purchaser hereby consents to process being served in any suit, action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws either by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested to (i) Purchaser at the address set forth in the Purchase Agreement, if mailed prior to the closing of title to the Unit, and thereafter at the Unit conveyed, and (ii) to Purchaser's Agent at the address set forth in Section 6 of this Waiver. Service shall be deemed completed ten (10) days after delivery thereof to such party served. Purchaser irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service and agrees that such service (i) shall be deemed in every respect effective service of process upon Purchaser in any such suit, action or proceeding, and (ii) shall to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal, delivery to Purchaser. Copies of any process or other papers served on Purchaser's Agent shall be forwarded promptly to Purchaser but failure to do so shall have no effect on the effectiveness of such service on Purchaser's Agent. Purchaser undertakes to enter an unconditional appearance within thirty (30) days after the completion of such service.

(9) Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York in order to make effective (a) the appointment of Purchaser's Agent, (b) the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York, and (c) any other provisions of this Waiver.

(10) Nothing in this Waiver shall affect the right of Sponsor/Seller and/or the Board of Managers of the Condominium to serve process in any other manner permitted by law or limit the right of Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

(11) The provisions of this Waiver shall survive the closing of title to the Unit to Purchaser for the purpose of any suits, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or any action to enforce the Purchase Agreement and/or Condominium Declaration and By-Laws.

Dated: _____, 20__

_____

, Purchaser

_____

, Purchaser

EXHIBIT B

STORAGE SPACE LICENSE

AGREEMENT MADE THIS _____ day of _____, 20__ (this "Agreement") by and between the Board of Managers of 175 East 82nd Street Condominium ("Licensor"), having an office at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, NY 10036 and _____, residing at 175 East 82nd Street, Unit ___, New York, New York 10028 (the "Licensee");

WHEREAS, pursuant to that certain Condominium Declaration, By-Laws and Rules and Regulations for the condominium known as 175 East 82nd Street Condominium (the "Condominium") dated _____, recorded on _____ as CRFN _____, as same may be amended from time to time, (collectively the "Declaration") for the property having the street address of 175 East 82nd Street, New York, New York 10028 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Common Elements of the Condominium, including, without limitation the "Storage Spaces" as same are described and defined in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Space identified as Storage Space #____ located on the cellar level of the Building (the "Space") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its permitted successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Space during the term hereof for storage of Licensee's personal property and the property of occupants of the Licensee's Residential Unit (the "Permitted Users") and for no other purpose. Licensee shall not store in the Space any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, materials or fluids, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with other licensees of Licensor, or (b) store any property in the Building outside of the Space, (c) allow any other person to use the Space except in accordance with the terms thereof, or (d) deface, damage or alter the Space, the Building or Licensor's equipment. Licensee shall keep the Space locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is

fully responsible for whoever has possession of the keys, except for the duplicate key delivered to Licensor.

2a. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Space or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Licensee with respect to this Agreement.

2b. The term of this License shall commence on date first set forth above (the "Commencement Date"), and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Space, vacant and broom clean, in the condition as existed prior to the commencement of this Agreement normal wear and tear excepted. Any property not removed from the Space at the expiration or sooner termination of this Agreement shall be deemed abandoned and may, at Licensor's option, exercised in Licensor's sole and absolute discretion, be retained as Licensor's property or disposed of at Licensee's sole cost and expense and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

3. Licensee shall indemnify and save harmless the Sponsor, Licensor and Sponsor's or Licensor's officers, employees and agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Space, or by Sponsor or the Licensor, their officers, employees, agents, servants or contractors when acting as agent for the Licensee as herein provided.

4. Neither Licensor nor its agents or employees shall be liable for any theft or damage to the property stored in the Space unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Space at Licensee's own risk, including, without limitation, the possibility that the Space may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the Licensor or its agents be deemed to act as Licensee's bailee.

5. Licensee represents that it has made a thorough inspection of the Space and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Space. Licensee shall repair all damage to the Building and the Space caused by moving of Licensee's property, furniture or equipment.

6. Licensor shall not provide any services to the Space, except the existing overhead lighting in the room in which the Space is located. Licensee shall keep the Space clean. Licensee shall have access to the Space between the hours of 9:00 A.M. to 10:00 P.M. only, seven days a

week, or as may otherwise be authorized from time-to-time by the Board of Managers of the Condominium in its sole and absolute discretion.

7. This Agreement may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Space until Licensee cures such default, or (ii) terminate this Agreement by the giving of three (3) days prior written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Space only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction thereover, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Space. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt for the Property. Licensee may permit use of the Space by others who are not Permitted Users only with the prior written consent of Licensor and, if applicable, Lender (as defined in paragraph 12 of this Agreement) with a security interest in the License.

10. Both Licensor and its' agents shall each have the right (but not the obligation) to open the Space in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Space or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof, except for gross negligence.

11. Notwithstanding anything to the contrary set forth herein, and subject to paragraph 2(b) of this Agreement, in the event Licensee desires to assign this Agreement, such assignment shall be subject to compliance by Licensee with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Space by others than the Permitted Users only with the consent of Licensor.

12. Notwithstanding anything to the contrary set forth herein the right of Licensee to assign this Agreement is further subject to (i) the consent of the lender or other holder (collectively "Lender") of any mortgage loan encumbering the Licensees Residential Unit, and (ii) compliance by Licensee with the requirements of Lender including, but not limited to, if required by Lender, the pledge and grant of a first priority security interest in all of Licensee's right, title and interest in and to this Agreement as collateral security to Lender for the prompt and complete payment and performance of all of Licensees obligations under the mortgage.

13. All capitalized terms used in this Agreement and not defined herein shall have the same means ascribed to them in the Declaration and By-Laws.

14. This Agreement shall inure to the benefit of and be binding upon Licensor's successors and assigns and the heirs, executors, permitted successors and assigns of the Licensee.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge or 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.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

19. On the first day of the thirteenth (13th) month after the Commencement Date, the Licensor has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the Term of this Agreement. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers, as Licensor, then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the Commencement Date and will continue for the following twelve (12) consecutive months. Thereafter the Board of Managers, as Licensor, may increase the License Fee on each anniversary date of the Commencement Date, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Spaces.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

Board of Managers of
175 East 82nd Street Condominium

By:_____
Name:
Title:

LICENSEE:

_____

_____

Attached Storage Space Floor Plan

Storage Space #____

FORM OF INTERIM USE AND OCCUPANCY AGREEMENT

The Sponsor and Purchaser/Occupant agree as of _____ that Purchaser/Occupant shall use and occupy the Apartment (Apartment shall mean "Unit" where applicable herein) as follows:

SPONSOR/OWNER: **EAST 82 OWNER LLC** **c/o Douglaston Development** **7 Penn Plaza, Suite 600** **New York, New York 10001**	**PURCHASER/OCCUPANT:** [TBD]
Address for Notices:	**Same as Above**

Apartment #___ at **175 East 82nd Street Condominium**
175 East 82nd Street
New York, New York 10028

Term: see **Paragraph** 33
Security: $TBD; **Rent:** $TBD

Bank: Not Applicable

Use and Occupancy Fee is $TBD per month for each of the maximum of Twelve (12) months. At the closing of title to the Unit Purchaser/Occupant and Sponsor shall adjust the use and occupancy fee on a pro rata basis for the month in which the closing occurs.

1. **Use.** The Apartment must be used only for residential use as a private Apartment for living and for no other reason. Only a party signing this Interim Use and Occupancy Agreement and/or the spouse and children of that party may use the Apartment. All references to "Purchaser/ Occupant" shall be read to mean "Purchaser and/or Occupant."

2. **Failure to give possession.** Sponsor and Owner, hereinafter collectively referred to as Sponsor, shall not be liable for failure to give Purchaser/Occupant possession of the Apartment on the beginning date of the Term. The Use and Occupancy Fee shall be payable as of the beginning of the Term unless Sponsor is unable to give possession. The Use and Occupancy Fee shall then be payable as of the date possession is available. Sponsor must give possession within a reasonable time, if not, Purchaser/Occupant may cancel and obtain a refund of the money deposited for the Use and Occupancy Fee. Sponsor will notify Purchaser/Occupant as to the date possession is available. The ending date of the Term will not change.

3. **Use and Occupancy Fee, Added Use and Occupancy Fee.** The Use and Occupancy Fee payment for each month must be paid on the first day of that month at Sponsor's address. Sponsor need not give notice to pay the Use and Occupancy Fee for such fee to be due. The Use and Occupancy Fee must be paid in full. The first month's Use and Occupancy Fee and security is to

be paid when Purchaser/Occupant signs this Interim Use and Occupancy Agreement. Purchaser/Occupant may be required to pay other charges to Sponsor under the terms of this Interim Use and Occupancy Agreement. They are to be called an "Added Use and Occupancy Fee." This Added Use and Occupancy Fee is payable in the same manner as the Use and Occupancy Fee, together with the next monthly Use and Occupancy Fee due. If Purchaser/Occupant fails to pay the Added Use and Occupancy Fee on time, Sponsor shall have the same rights against Purchaser/Occupant as if Purchaser/Occupant failed to pay the Use and Occupancy Fee.

4. **Notices.** Any bill, statement or notice must be in writing. If to Purchaser/Occupant, it must be delivered or mailed to the Purchaser/Occupant at the Apartment. If to Sponsor it must be mailed to Sponsor's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Sponsor must notify Purchaser/Occupant if Sponsor's address is changed.

5. **Security.** Purchaser/Occupant has given security to Sponsor in the amount stated above. The security has been deposited in the Bank named above and delivery of this Interim Use and Occupancy Agreement is notice of the deposit. If the Bank is not named, Sponsor will notify Purchaser/Occupant of the Bank's name and address in which the security is deposited.

If Purchaser/Occupant does not pay the Use and Occupancy Fee on time, Sponsor may use the security to pay for the Use and Occupancy Fee past due. If Purchaser/Occupant fails to perform any other term in this Interim Use and Occupancy Agreement, Sponsor may use the security for payment of money Sponsor may spend, or damages Sponsor suffers because of Purchaser/Occupant's failure. If the Sponsor uses the security, Purchaser/Occupant shall, upon notice from Sponsor, send an amount equal to the sum used by Sponsor. At all times Sponsor is to have the amount of security stated above.

If Purchaser/Occupant fully performs all terms of this Interim Use and Occupancy Agreement, pays the Use and Occupancy Fee on time and leaves the Apartment in good condition upon vacating the Apartment or closes title pursuant to the Purchase Agreement, as amended, then Sponsor will return the security being held.

If Sponsor sells or leases the Building, Sponsor may give the security to the buyer or lessee. Sponsor will notify Purchaser/Occupant by certified mail of the name and address of the new buyer or lessee of the building to whom the deposit has been transferred. In that event Purchaser/Occupant will look only to the buyer or lessee for the return of the security. The security is in a trust fund for Purchaser/Occupant. The Sponsor may use the security as stated in this Section. Sponsor may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Sponsor as stated Sponsor will give Purchaser/Occupant the interest less the sum Sponsor is allowed to keep for expenses. If the law does not require security to bear interest, Purchaser/Occupant will not be entitled to it.

6. **Services.** Sponsor will supply: (a) heat as required by law, (b) hot and cold water to the bathroom and kitchen, (c) use of the building's common elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for

Purchaser/Occupant to stop paying Use and Occupancy Fee, to make a money claim or to claim eviction. Purchaser/Occupant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Sponsor, caused by Purchaser/Occupant's acts or neglect, may be repaired by Sponsor at Purchaser/Occupant's expense. The repair cost will be an Added Use and Occupant Fee.

Purchaser/Occupant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Purchaser/Occupant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Sponsor or with Sponsor's written consent. Purchaser/Occupant must not use more electric than the wiring or feeders to the Building can safely carry.

Sponsor may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

7. **Alterations.** Purchaser/Occupant must obtain Sponsor's prior written consent to install any paneling, flooring, "built in" decoration, partitions, railings or make alterations or to paint or wallpaper the Apartment. Purchaser/Occupant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Sponsor when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Sponsor has the right to demand that Purchaser/Occupant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least fifteen (15) days before the end of the Term. Purchaser/Occupant shall comply with the demand at Purchaser/Occupant's own cost. Sponsor is not required to do or pay for any work unless stated in this Interim Use and Occupancy Agreement.

If a Mechanic's Lien is filed on the Apartment or Building for Purchaser/Occupant's failure to pay for alterations or installations in the Apartment, Purchaser/Occupant must immediately pay or bond the amount stated in the Lien. Sponsor may pay or bond the Lien if Purchaser/Occupant fails to do so within twenty (20) days after Purchaser/Occupant is given notice of the Lien. Sponsor's reasonable costs shall be an Added Use and Occupancy Fee.

8. **Repairs.** Purchaser/Occupant must take good care of the Apartment and all equipment and fixtures in it. Sponsor will repair the plumbing, heating and electrical systems. Purchaser/ Occupant must, at Purchaser/Occupant's cost, make all repairs and replacements whenever the need results from Purchaser/Occupant's act or neglect. If Purchaser/Occupant fails to make a needed repair or replacement, Sponsor may do it. Sponsor's reasonable expense will be an Added Use and Occupancy Fee.

9. **Fire, Accident, Defects, Damage.** Purchaser/Occupant must give Sponsor prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Purchaser/Occupant is not required to pay the Use and Occupancy Fee for the time the Apartment is unusable. If part of the Apartment cannot be used, Purchaser/Occupant must pay a reasonable proportion of the Use and Occupancy Fee for the usable part. Sponsor shall have the right to decide which part of the Apartment is usable. Sponsor need only repair the damaged part of the Apartment. Sponsor is not required to repair or replace any

equipment, fixtures, furnishings or decorations unless originally installed by Sponsor. Sponsor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Sponsor's control.

If the Apartment cannot be used, Sponsor has thirty (30) days to decide whether to repair it. Sponsor's decision to repair must be given to Purchaser/Occupant within thirty (30) days of the fire or casualty. Sponsor shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Sponsor's control. If Sponsor fails to give Purchaser/Occupant notice of its decision within thirty (30) days, Purchaser/Occupant may cancel this Interim Use and Occupancy Agreement as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Sponsor begins to repair or before Sponsor notifies Purchaser/Occupant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Purchaser/Occupant or guest of Purchaser/Occupant all repairs will be made at Purchaser/Occupant's expense and Purchaser/ Occupant must pay the full Use and Occupancy Fee with no abatement or adjustment. The cost of the repairs will be an Added Use and Occupancy Fee.

Sponsor has the right to demolish or rebuild the Building if there is substantial damage, by fire or other casualty. Even if the Apartment is not damaged, Sponsor may cancel this Use and Occupancy Agreement within thirty (30) days after the substantial fire or casualty by giving Purchaser/Occupant notice of Sponsor's intention to demolish or rebuild. This Interim Use and Occupancy Agreement will end thirty (30) days after Sponsor's cancellation notice to Purchaser/Occupant. Purchaser/Occupant must deliver the Apartment to Sponsor on or before the cancellation date in the notice and pay all of the Use and Occupancy Fee due to the date of the fire or casualty. If this Interim Use and Occupancy Agreement is cancelled Sponsor is not required to repair the Apartment or Building. The cancellation does not release Purchaser/Occupant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor within a one hundred twenty (120) day period notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

10. **Liability.** Sponsor is not liable for loss, expense, or damage to any person or property, unless due to Sponsor's negligence. Sponsor is not liable to Purchaser/Occupant for permitting or refusing entry of anyone into the Building.

Purchaser/Occupant must pay for damages suffered and reasonable expenses of Sponsor relating to any claim arising from any act or neglect of Purchaser/Occupant. If an action is brought

against Sponsor arising from Purchaser/Occupant's act or neglect Purchaser/Occupant shall defend Sponsor at Purchaser/Occupant's expense with an attorney of Sponsor's choice.

Purchaser/Occupant is responsible for all acts of Purchaser/Occupant's family, employees, guests or invitees.

11. **Entry by Sponsor.** Sponsor may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Sponsor decides is necessary. At reasonable hours Sponsor may show the Apartment to possible buyers, lenders, or lessee of the entire Building or land. At reasonable hours Sponsor may show the Apartment to possible or new purchaser/occupants during the last four (4) months of the Term, if applicable. Entry by Sponsor must be on reasonable notice except in emergency.

12. **Assignment and Sublease.** Purchaser/Occupant may not assign this Interim Use and Occupancy Agreement or sublet all or part of the Apartment or permit any other person to use the Apartment, unless consented to in writing by Sponsor.

13. **Subordination.** This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights, are subject and subordinate to all present and future (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Purchaser/Occupant must promptly execute any certificate(s) that Sponsor requests to show that this Interim Use and Occupancy Agreement is so subject and subordinate. Purchaser/Occupant authorizes Sponsor to sign these certificate(s) for Purchaser/Occupant. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Offering Plan and the Condominium Declaration for **175 East 82nd Street Condominium**, as amended. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Declaration for the **175 East 82nd Street Condominium**, as amended and any further amendments thereto.

14. **Condemnation.** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Purchaser/Occupant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Sponsor may cancel this Interim Use and Occupancy Agreement on notice to Purchaser/Occupant. The notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If this Interim Use and Occupancy Agreement is cancelled, Purchaser/Occupant must deliver the Apartment to Sponsor on the cancellation date together with the total Use and Occupancy Fee due to that date. The entire award for any taking belongs to Sponsor. Purchaser/Occupant gives Sponsor any interest Purchaser/Occupant may have to any part of the award. Purchaser/Occupant shall make no claim for the value of the remaining part of the Term.

15. **Purchaser/Occupant Duty to Obey Laws and Regulations.** Purchaser/Occupant must, at Purchaser/Occupant's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Sponsor's insurers, Board of Fire Underwriters, or similar groups. Notices received by Purchaser/ Occupant from any authority or group must be

promptly delivered to Sponsor. Purchaser/Occupant may not do anything which may increase Sponsor's insurance premiums. If Purchaser/Occupant does, Purchaser/Occupant must pay the increase in premium as an added use and occupancy fee.

16. **Purchaser/Occupant's Default.** A. Sponsor must give Purchaser/ Occupant written notice of default stating the type of default. The following are defaults and must be cured by Purchaser/Occupant within the time stated:

(1) Failure to pay the Use and Occupancy Fee or an Added Use and Occupancy Fee on time. Three (3) days in which to cure.

(2) Failure to move into the Apartment within fifteen (15) days after the beginning date of the Term. Ten (10) days in which to cure.

(3) Issuance of a court order under which the Apartment may be taken by another party. Ten (10) days in which to cure.

(4) Improper conduct by Purchaser/Occupant annoying other purchasers/occupants. Ten (10) days in which to cure.

(5) Failure to comply with any other term or Rule in this Interim Use and Occupancy Agreement. Ten (10) days in which to cure.

A. If Purchaser/Occupant fails to cure the default in the time stated, Sponsor may cancel this Interim Use and Occupancy Agreement by giving Purchaser/Occupant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than ten (10) days after the date of the notice. On the cancellation date in the notice the Term of this Interim Use and Occupancy Agreement shall end. Purchaser/Occupant must leave the Apartment and give Sponsor the keys on or before the cancellation date. Purchaser/Occupant continues to be responsible as stated in this Interim Use and Occupancy Agreement. If the default cannot be cured in the time stated, Purchaser/Occupant must begin to cure within that time and continue diligently until cured.

B. If Purchaser/Occupant's application for the Apartment contains any material misstatement of fact, Sponsor may cancel this Interim Use and Occupancy Agreement. Cancellation shall be by cancellation notice as stated in Paragraph 16A.

C. If (1) this Interim Use and Occupancy Agreement is cancelled; or (2) the Use and Occupancy Fee or an Added Use and Occupancy Fee is not paid on time; or (3) Purchaser/Occupant vacates the Apartment, Sponsor may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Purchaser/Occupant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Interim Use and Occupancy Agreement is cancelled, or Sponsor takes back the Apartment, the following shall occur:

(1) The Use and Occupancy Fee and an Added Use and Occupancy Fee for the unexpired Term become immediately due and payable.

(2) Sponsor may relet the Apartment and anything in it. The reletting may be for any Term. Sponsor may charge any rent or no rent and give allowances to the new tenant. Sponsor may, at Purchaser/Occupant's expense, do any work Sponsor reasonably feels needed to put the Apartment in good repair and prepare it for renting. Purchaser/Occupant shall be liable for any cost and expense of Sponsor for any necessary repair.

(3) Any Use and Occupancy Fee received by Sponsor for the re-renting shall be used first to pay Sponsor's expenses and second to pay any amounts Purchaser/Occupant owes under this Interim Use and Occupancy Agreement. Sponsor's expenses include the costs of obtaining possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers' fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Sponsor may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Sponsor's rights. Purchaser/Occupant is not entitled to any excess of the Use and Occupancy Fees collected over the Use and Occupancy Fee paid by Purchaser/Occupant to Sponsor under this Interim Use and Occupancy Agreement.

(5) If Sponsor relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Sponsor from the next purchaser/occupant other than the monthly Use and Occupancy Fee, shall not be considered as part of the Use and Occupancy Fee paid to Sponsor. Sponsor shall be entitled to all of the Use and Occupancy Fee.

If Sponsor relets the Apartment the fact that all or part of the next purchaser/occupant's Use and Occupancy Fee is not collected does not affect Purchaser/Occupant's liability. Sponsor has no duty to collect the next purchaser/occupant's Use and Occupancy Fee. Purchaser/Occupant must continue to pay the Use and Occupancy Fee, damages, losses and expenses without offset.

E. If Sponsor takes possession of the Apartment by Court order, or under this Interim Use and Occupancy Agreement, Purchaser/Occupant has no right to return to the Apartment.

17. **Jury Trial and Counterclaims.** Sponsor and Purchaser/Occupant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Interim Use and Occupancy Agreement or the Apartment. This does not include actions for personal injury or property damage and warranty of habitability actions. Purchaser/Occupant gives up any right to bring a counterclaim or set-off in any action by Sponsor

against Purchaser/Occupant on any matter directly or indirectly related to this Interim Use and Occupancy Agreement.

18. **No Waiver, Illegality.** Sponsor's acceptance of the Use and Occupancy Fee or failure to enforce any term in this Interim Use and Occupancy Agreement is not a waiver of any of Sponsor's rights. If a term in this Interim Use and Occupancy Agreement is illegal, the rest of this Use and Occupancy Agreement remains in full force.

19. **Insolvency.** If (1) Purchaser/Occupant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Purchaser/Occupant or Purchaser/Occupant's property is appointed, Sponsor may give Purchaser/Occupant thirty (30) days' notice of cancellation of the Term of this Interim Use and Occupancy Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. Purchaser/Occupant must continue to pay the Use and Occupancy Fee, damages, losses and expenses without offset. If Purchaser/Occupant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Purchaser/Occupant, Sponsor may not terminate this Interim Use and Occupancy Agreement.

20. **Rules.** Purchaser/Occupant must comply with these Rules as well as the Rules and Regulations of the By-Laws of the Condominium. Notices of new Rules will be given to Purchaser/Occupant. Sponsor need not enforce Rules against other purchasers/occupants. Sponsor is not liable to Purchaser/Occupant if another purchaser/occupant violates these Rules. Purchaser/Occupant receives no rights under these Rules:

(1) The comfort or rights of other purchasers/occupants must not be interfered with. This means that annoying sounds, smells and/or lights are not allowed.

(2) No one is allowed on any roof area, except in the designated common terrace areas, if any. Nothing may be placed on or attached to fire escapes, sills, balconies, terraces, roof terraces, windows or exterior walls of the Apartment or in the hallways or public areas.

(3) Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances, if any.

(4) Purchaser/Occupant must give to Sponsor keys to all locks. Doors must be locked at all times. Windows must be locked when Purchaser/Occupant is out.

(5) Apartment floors must be covered by carpets or rugs.

(6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building.

(7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(8) Laundry machines, if any, are used at Purchaser/Occupant's risk and cost. Instructions must be followed.

(9) Moving furniture, fixtures or equipment must be scheduled with Sponsor. Purchaser/Occupant must not send Sponsor's employees on personal errands.

(10) Purchaser/Occupant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

Purchaser/Occupant shall also comply with the Rules and Regulations at the end of the By-Laws in the Condominium Offering Plan for **175 East 82nd Street Condominium**, as amended.

21. **Representations, Changes in This Interim Use and Occupancy Agreement.** Purchaser/Occupant has read this Interim Use and Occupancy Agreement. All promises made by the Sponsor are in this Interim Use and Occupancy Agreement. There are no other Sponsor representations. This Interim Use and Occupancy Agreement may be changed only by an agreement in writing signed by and delivered to each party.

22. **Sponsor Unable to Perform.** If due to labor trouble, government order, lack of supply, Purchaser/Occupant's act or neglect, or any other cause not fully within Sponsor's reasonable control, Sponsor is delayed or unable to (a) carry out any of Sponsor's promises or agreement, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Interim Use and Occupancy Agreement shall not be ended or Purchaser/Occupant's obligations affected. Purchaser/Occupant may enforce its rights under the warranty of habitability.

23. **End of Term.** At the end of the Term, Purchaser/Occupant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Purchaser/Occupant's property and all Purchaser/Occupant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

24. **Punchlist.** Purchaser/Occupant has inspected the Apartment and Building and submitted a Punchlist Inspection Statement to Sponsor, a copy of which is attached hereto. Purchaser/Occupant states that the Apartment is in good order and repair and takes the Apartment as is except for items listed on the Punchlist Inspection Statement attached hereto which are Sponsor's obligation to cure pursuant to the terms of the Offering Plan. Since Purchaser/Occupant will be occupying the subject condominium apartment prior to the closing under his Purchase Agreement, as amended, Purchaser/Occupant agrees to assume all risk and responsibility for the condition of the Apartment from and after the date hereon, and agrees to accept the Apartment at closing under the Purchase Agreement, as amended, in its then existing condition, without any obligation of the Sponsor to make any repairs, improvements or alterations except as may be required above.

25. **Sponsor's Warranty of Habitability.** Sponsor states that the Apartment is fit for human living and there is no condition dangerous to health, life or safety. This warranty applies to all sections of this Interim Use and Occupancy Agreement. Purchaser/Occupancy may not waive any of Purchaser/Occupant's rights under this warranty.

26. **Sponsor's Consent.** If Purchaser/Occupant requires Sponsor's consent to any act and such consent is not given, Purchaser/Occupant's only right is to ask the Court to force Sponsor to give consent. Purchaser/Occupant agrees not to make any claim against Sponsor for money or subtract any sum from the use and occupancy fee because such consent was not given.

27. **Use and Occupancy Agreement Binding On.** This Interim Use and Occupancy Agreement is binding on Sponsor and Purchaser/Occupant and their heirs, distributees, executors, administrators, successors and lawful assign.

28. **Sponsor.** Sponsor means the owner, or the lessee of the Building, or the holder of unsold Units or shares, or a lender in possession. Sponsor's obligations end when Sponsor's interest in the Unit or Building, as the case may be, is transferred. Any acts Sponsor may do may be performed by Sponsor's agents or employees.

29. **Paragraph headings.** The paragraph headings are for convenience only.

30. Notwithstanding anything above to the contrary, it is hereby acknowledged and agreed that simultaneously with the execution of this Interim Use and Occupancy Agreement, the Purchaser/Occupant shall execute a Rider to the Purchase Agreement, as amended amending the Purchase Agreement, as amended (collectively the "Purchase Agreement, as amended,"), with the Sponsor for the purchase of Unit ___ at **175 East 82nd Street Condominium, located at 175 East 82nd Street, New York, New York 10028** to reflect the terms of this Interim Use and Occupancy Agreement. It is herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under said Purchase Agreement, as amended, which default shall not be cured by the default cure period set forth in the Purchase Agreement, as amended, then Sponsor (at Sponsor's sole option) shall have the right to cancel this Interim Use and Occupancy Agreement so long as such default shall be continuing, it being intended that a default under the Purchase Agreement, as amended, shall constitute a default under this Interim Use and Occupancy Agreement. In the event Sponsor exercises its right of cancellation, then this Interim Use and Occupancy Agreement shall cease and come to an end upon Sponsor's sending Purchaser/Occupants five (5) days prior written notice of its intention to cancel this Interim Use and Occupancy Agreement, except Purchaser/Occupants shall remain liable for any amounts unpaid up to the date such cancellation becomes effective (it being intended that the provisions of this sentence shall survive such cancellation). It is also herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under this Interim Use and Occupancy Agreement, then the Sponsor, shall have the right to cancel such Purchase Agreement, as amended, it being a default under the Purchase Agreement, as amended (the provision of this sentence shall be deemed to supplement said Purchase Agreement, as amended, and shall inure to the benefit of said Sponsor). If Sponsor elects to cancel, Purchaser/Occupant shall have five (5) days after the sending of the cancellation notice to Purchaser within which to cure the specified default. Time is of the essence

to cure such default within said five (5) day period. If such default is not so cured the Purchase Agreement, as amended, shall be deemed terminated and Sponsor shall have the right to retain, as and for liquidated damages all Down Payments previously made by Purchaser/Occupant (Purchaser) and released to Sponsor under said Purchase Agreement, as amended. Before the Sponsor may utilize the default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

31. Notwithstanding anything above to the contrary, Purchaser/Occupant hereunder agrees and understand if Purchaser/Occupant fails to pay the balance of the purchase price for Unit ___ pursuant to the Purchase Agreement, as amended, or fails to close title to Unit ___ pursuant to such Purchase Agreement, as amended, the Purchase Agreement, as amended, shall be deemed null and void and of no further force and effect and the Sponsor/Owner and Purchaser/Occupant shall have no further obligations to each other, except that Purchaser/Occupant shall remain liable for any amounts unpaid up to the date such cancellation becomes effective.

32. Notwithstanding anything above to the contrary, Purchaser/Occupant shall be the purchaser of the Apartment pursuant to the Purchase Agreement, as amended, and hereby assumes the risk of loss to Apartment not covered by Sponsor's or Condominium's Insurance Policies resulting from fire or other casualty unless the cause of such loss originated outside the Apartment and did not result from the acts of Purchaser/Occupant or other occupants of the Apartment or Purchaser/Occupants' guests, invitees or workmen.

33. Notwithstanding anything above to the contrary, this Interim Use and Occupancy Agreement shall commence on _____, 20__ (the "Commencement Date") and terminate on the earlier of (i) twelve (12) months from the date of commencement (_____, 20__); or (ii) on the date of and immediately prior to the closing of title to Unit ___ located at **175 East 82nd Street Condominium, located at 175 East 82nd Street, New York, New York 10028**; or, (iii) at the option of Sponsor, upon a default pursuant to this Interim Use and Occupancy Agreement or the Purchase Agreement, as amended.

34. Purchaser/Occupant understands that once in possession of the Apartment, they have assumed the risk of loss not covered by insurance, and therefore covenants and agrees to provide on or before the Commencement Date and to keep in force during the term hereof the following insurance coverage which coverage shall be effective on the Commencement Date:

(a) A comprehensive policy of liability insurance naming Sponsor as an additional insured protecting Sponsor and Purchaser/Occupant against any liability whatsoever occasioned by accident in or about the Apartment or any appurtenances thereto. Such policy shall have limits of liability of not less than One Million Dollars ($1,000,000.00) combined single limit coverage on a per occurrence basis, including property damage;

(b) Fire and Extended coverage in an amount adequate to cover the cost of replacement of all personal property, fixtures, furnishings and equipment located in the Apartment.

All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A+ VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Purchaser and any additional insured are given at least thirty (30) days prior written notice of such cancellation or modification.

Prior to the time such insurance is first required to be carried by Purchaser/Occupant and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Purchaser/Occupant shall deliver to Sponsor either duplicate originals of the aforesaid policies or certificates evidencing such insurance, together with evidence of payment for the policy. Purchaser/Occupant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Sponsor to exercise any or all of the remedies as provided in this Interim Use and Occupancy Agreement in the event of Purchaser/Occupant's default. In addition, in the event Purchaser/Occupant fails to provide and keep in force the insurance required by this Interim Use and Occupancy Agreement, at the times and for the durations specified in this lease, Sponsor shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance in which event Purchaser/Occupant shall repay Sponsor within five (5) days after demand by Sponsor, as an Additional Use and Occupancy Fee, all sums so paid by Sponsor and any costs or expenses incurred by Sponsor in connection therewith without prejudice to any other rights and remedies of Sponsor under this Interim Use and Occupancy Agreement.

C. If, by reason of a failure of Purchaser/Occupant to comply with the provisions of Paragraph 34, the rate of fire insurance with extended coverage on the building or equipment or other property of Sponsor shall be higher than it otherwise would be, Purchaser/Occupant shall reimburse Sponsor, on demand, for that part of the premiums for fire insurance and extended coverage paid by Sponsor because of such failure on the part of Purchaser/Occupant.

D. Each policy evidencing the insurance to be carried by Purchaser/Occupant under this Interim Use and Occupancy Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Sponsor, and that any coverage carried by Owner shall be excess insurance.

35. Notwithstanding anything above to the contrary, Purchaser/Occupant agrees that TIME IS OF THE ESSENCE as to Purchaser/Occupant concerning its surrender to landlord of the Apartment upon the expiration or other termination of the term of this Interim Use and Occupancy Agreement. If Purchaser/Occupant fails to grant and surrender to Sponsor said Apartment, broom clean, in good order and condition, ordinary wear excepted upon the expiration or other termination of this Interim Use and Occupancy Agreement, Purchaser/Occupant shall pay to Sponsor additional rent of $1,500.00 per day until it so surrenders the Apartment.

36. In the event of any conflict between the terms of this Interim Use and Occupancy Agreement and the terms of the Offering Plan, as amended, the terms of the Offering Plan, as amended, shall govern.

*37. IT HAS BEEN FULLY AND CLEARLY EXPLAINED TO PURCHASER/ OCCUPANT AND PURCHASER/OCCUPANT AGREES AND ACKNOWLEDGES, THAT THE APARTMENT IS NOT SUBJECT TO THE EMERGENCY TENANTS PROTECTION ACT, THE RENT CONTROL LAWS OF THE STATE OF NEW YORK, OR ANY OTHER RENT LAWS AND REGULATIONS.

38. If any provision of paragraphs 30 – 37 conflict or are otherwise inconsistent with any other provision of this Interim Use and Occupancy Agreement, the provisions of paragraphs 30 – 37 shall prevail.

If any provisions of this Interim Use and Occupancy Agreement regarding the Apartment conflict with the terms of the Offering Plan, filed with the New York State Department of Law, as amended, the terms of the filed Offering Plan, as amended, shall prevail.

39. **Signature, Effective Date.** Sponsor and Purchaser/Occupant have signed this Interim Use and Occupancy Agreement as of the above date.

This Interim Use and Occupancy Agreement may be executed by electronic, PDF, or facsimile signature and/or in any number of counterparts and each of such electronic, PDF, or facsimile signature and/or counterpart shall for all purposes be deemed to be an original; and all such electronic, PDF, or facsimile signatures and/or counterparts shall together constitute but one and the same Interim Use and Occupancy Agreement.

OWNER/SPONSOR:

EAST 82 OWNER LLC

By:_____

Name:_____

Title:_____

PURCHASER/OCCUPANT:

_____
TBD

_____
TBD

* Delete whichever is inapplicable.

UNIT OWNER'S POWER OF ATTORNEY

Terms used in this Unit Owner's Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as 175 East 82nd Street Condominium ("Condominium") and by the street number, 175 East 82nd Street, New York, New York 10028 under Article 9-B of the Real Property Law of the State of New York, dated _____, 202_, and recorded in the New York County Office of the Register of The City of New York, New York County, under CRFN _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, having an address at _____, the Owner of Unit No. _____ and also designated as Tax Lot No. _____ in Block 1511, Section _____ of the Borough of Manhattan on the Tax Map of the Tax Map Unit of the City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 175 East 82nd Street Condominium jointly, true and lawful Agent and Attorneys-In-Fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, subject to the provisions of the By-Laws then in effect, (1) (a) to acquire or lease any Unit, together with its appurtenant interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as the Agent and Attorney-In-Fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the Agent and Attorney-In-Fact may determine, granting to the Agent and Attorney-In-Fact the power to do all things in the same premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or (b) any consent, covenant,

restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

The acts of majority of such persons shall constitute the acts of said Attorneys-In-Fact.

The undersigned do(es) hereby nominate, constitute and appoint EAST 82 OWNER LLC ("Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as Attorneys-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 16 and 17 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do(es) further nominate, constitute and appoint EAST 82 OWNER LLC or its designee as Attorney-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned and the Board of Managers, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable and shall expire by its terms upon sale or conveyance of the Unit.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

Unit Owner(s)

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

FORM OF UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between EAST 82 OWNER LLC, having an office at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, NY 10036, "Grantor", and _____ _____, "Grantee", residing at _____ _____.

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Unit(s) known as Unit No. ____ in the Building known as 175 East 82nd Street Condominium, located at 175 East 82nd Street, in the Borough of Manhattan, New York County, City and State of New York and also designated and described as Unit No. _____ in the Declaration establishing 175 East 82nd Street Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 20__, and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 20__, as CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated as Block No. 1511, Tax Lot No. _____ on the Floor Plans and Site Plan (the "Floor Plans") of the Building, certified by CetraRuddy Architecture DPC. The Floor Plans are filed in the Real Property Assessment Department of the City of New York on the ____ day of _____, 20__, as Condominium Plan No. ___ and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, New York County, as Condominium Plan No. ____, Map No. ____ (hereinafter called the "Unit"). The land area of the Property is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the comer formed by the intersection of the northerly side of East 82nd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE westerly, along the northerly side of said East 82nd Street, a distance of 102.17 feet (102 feet 2 inches) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE easterly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point on the centerline the block;

THENCE easterly, along said centerline of the block and parallel to East 83rd Street, and at right angles to the previous course, a distance of 3.18 feet (3 feet 2-1/8 inches) to a point;

THENCE northerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point;

THENCE easterly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inch) to a point on the westerly side of Third A venue;

THENCE southerly, along the westerly side of said Third Avenue, and at right angles to The previous course, a distance of 107.05 feet (107 feet 5/8 inches) to the point or place of BEGINNING.

SAID PREMISES being known as and by the street number 175 East 82nd Street, New York, New York 10028

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the “Common Elements”).

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Unit Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

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

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

TOGETHER with and SUBJECT TO EASEMENTS, rights of way, restrictions and encumbrances created by the Declaration for 175 East 82nd Street Condominium recorded in the New York County Office of the Register of the City of New York on the _____ day of _____, 20__ as CRFN _____.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid; this deed was authorized at a duly called meeting of the members of Grantor;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The Unit is intended to, and, subject to and by the terms of the Declaration, is to be used as a (*Residential) (*Commercial) Unit.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of clause 18 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The Grantee accepts and ratified the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the office of the New York City Register, New York County.

This conveyance has been made with the consent of all the members of the party of the first part entitled to vote thereon at a meeting duly called.

[Signature Page to follow.]

*delete to the extent inapplicable.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

Grantor:

EAST 82 OWNER LLC

By:_____
Name:
Title:

_____
Grantee:

_____
Grantee:

STATE OF NEW YORK)

) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Section 20.7 Description of Property and Specifications or Building Condition.

(a) *Location and use of property.*

To the best of our information, knowledge, and belief, this property and proposed use shall comply with zoning and use requirements at closing.

(1) Address:

175 East 82nd Street

(2) Block and Lot numbers:

Block 1511/Lot 31
Air Rights block and lot Block 1511/Lots 33;

(3) Zoning:

1. Zoning District(s): C1-9/R10 Equivalent; R8B
2. Quality Housing: The building was designed to conform to the Quality Housing requirements under the for recreation space, trash rooms, safety/security, and indoor quality (daylight in corridors), in force at the time of permitting.

(4) Permissible use[s]:

Residential, community facility, retail or services establishments

(5) Easements

There are no easements recorded against the property. There are two easements recorded against 170 East 83 Street, Block 1511/Lot 33 for the benefit of this property to provide for legal light and air and a commercial kitchen exhaust above the roof of that property.

(b) *Status of construction.*

(1) Year built: 2024 start – December

The building is approximately 65% complete. The foundation is complete, the exterior walls of the Building are complete and the building is enclosed. Construction completion date Estimated December 2027

(2) Class of construction:

Class 1-A Non Combustible; applicable building code: 2022 NYC Building Code.

FIRE RESISTANCE RATING REQUIREMENTS (NYCBC 2022 TABLE 601)	
DESCRIPTION	**RATING**

STRUCTURAL FRAME, INCL. COLUMNS, GIRDERS, TRUSSES	3 HOUR
BEARING WALLS:	
EXTERIOR	3 HOUR
INTERIOR	3 HOUR
NON-BEARING WALLS & PARTITIONS:	
EXTERIOR	SEE TABLE 602
Distance Separation <30FT	1 HR
Distance Separation >30FT	0 HR
INTERIOR	0
FLOOR CONSTRUCTION INCL. SUPPORTING BEAMS AND JOISTS	2 HOUR
ROOF CONSTRUCTION INCL. SUPPORTING BEAMS AND JOISTS	1.5 HOUR
ENCLOSURE OF VERTICAL EXITS, EXIT PASSAGEWAYS, HOISTWAYS AND SHAFTS	2 HOUR
THE BUILDING WILL BE FULLY PROTECTED BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SUBCHAPTER BC 903.	

(3) Certificate of Occupancy, type and number:

"Units" refer to all Units. "Residential Unit" refers to each of the 73 Residential Units and one commercial unit that occupies part of the ground and cellar floor.

Prior to the first unit closing Sponsor will obtain a Temporary Certificate of Occupancy from the Department of Buildings of the City of New York (DOB-"Department of Buildings") for those Residential Units which are to be closed. After completion of construction the Sponsor will apply for a final Certificate of Occupancy for the building from the Department of Buildings; - The commercial unit may also obtain a Temporary Certificate of Occupancy, separate from those for the residential units, prior to the building receiving a full Certificate of Occupancy.

(4) NYC DOB New Building BIS job number:

NB – 121205221

Related Filings

FOUNDATION (FO) M00995463 -S1
EARTHWORK (EA) M00995463-S2
EXCAVATION / SHEETING & SHORING (SE) M00995463-S4
UNDERGROUND PLUMBING M01029445
PLUMBING M01029556
MECHANICAL M01029261
SUPERSTRUCTURE M01020970
BUILDER'S PAVEMENT PLAN 141025469
CURB CUT M01033225-I1

STREET TREE 41869
STANDPIPE M01178285
BOILER M01099682
EMERGENCY GENERATOR M01100574
SPRINKLER-STANDPIPE M01030152
FIRE ALARM 2024-TMFALM-007268-PLAN

(5) Accessibility: The residential portions of the building will comply with relevant requirements of the Fedral Fair Housing ACT (FHA), Chapter 11 of the NYC Building Code, and relevant references to ICC/ANSI A117.1 2009

(c) *Site.*

(1) Size:

The dimensions of the Development Lot, Lot 31, are approximately 102.17' by 107.04' and the area of the lot is approximately 10,936 square feet; the zoning lot is flag shaped and measures 102.17' along East 82nd Street, 204.33' along Third Avenue, 149.72' along East 83rd Street and the area of the Lot is 25,738 square feet.

(2) Number of buildings and use:

There are (2) buildings on the Zoning Lot: the New Development thirty-eight (38) story, plus cellar on Lot 31, and an existing six (6) -story building on Lot 33, which will remain. The new thirty-eight (38) story, plus cellar condominium building will contain thirty-five (35) occupied floors above grade plus three levels of rooftop mechanical bulkhead. The condominium building will contain seventy-three (73) Residential Units, located on floors 3 through 21 and 26-38, and one (1) Commercial Unit located at the first (1st) floor and cellar level. Mechanical rooms are located in the Cellar, 3rd, M1 Floor, and on M2, M3, and M4 Floors.

(3) Streets owned or maintained by the project: None

The New Development property is located on the Northwest corner of East 82th Street and 3rd Avenue.

(i) Paving:
East 82th Street and 3rd Avenue are paved from building line to building line and is in fair condition. Asphalt roadway surfacing will be milled and repaved at the direction of NYC DOT. The existing sidewalk along East 82nd Street and 3rd Avenue are paved with concrete and in fair condition. New concrete sidewalk will be installed along East 82nd Street and 3rd Avenue per the approved BPP.

(ii) Curbing (material and condition):
Approximately 234 feet of existing steel faced concrete curbing abuts the property and will be replaced with new steel faced concrete curbing per NYC DOT requirements following the completion of construction. There is a 12 feet wide curb cut along East 82nd Street for access to parking. The curb will be maintained by the NYC DOT (Department of Transportation). There are two onsite pedestrian ramps at the corner of East 82nd Street and 3rd Avenue that will be replaced as part of the sidewalk improvements. The two receiving offsite corners (northeast and southwest

corners of the intersection) will also be replaced and accessible pedestrian ramps will be installed in accordance with the approved BPP.

(iii) Catch basins, drainage (location and condition): existing catch basins in the limit of work will be protected for the duration of work and cleaned when construction is complete.

(iv) There is one New York City Department of Environmental Protection hydrant located in front of the property, which will be replaced in place

(v) Street lighting is provided by existing public streetlamps maintained by the NYC DOT. There is one New York City Department of Transportation Street light located in front of the property, which will be relocated to facilitate construction of an ADA accessible pedestrian ramp

(vi) These items are maintained by the NYC DOT.

(4) Drives, sidewalks and ramps;

(i) Paving (material and condition): The existing sidewalk along East 82nd Street and 3rd Avenue are paved with concrete and in fair condition. New concrete sidewalk will be installed along East 82nd Street and 3rd Avenue

(d) *Utilities.*

A. Electricity

1. Electric service will consist of ten (10) sets of 4-500 KCMIL service cables through ten (10) new 4" service ducts.
2. Electrical service is supplied by Consolidated Edison Company, Inc. ("Con Ed"), a regulated public utility. Service from the electrical switchboard consists of 1 service of 4,000 amperes (amps), 3 phase, 4 wire, at 120/208 volts and has the required overprotective devices to feed all loads inside the building.
3. The electricity to each Residential Unit is sub-metered in the core electrical closets throughout the building. The sub-metering system shall be revenue-grade approved by New York City Public Works Commission for billing purposes.
4. Each Residential Unit service is adequately sized to handle all Residential Unit loads. Electrical service ranged from 100 amp to 200 amp, three phase, 4 wire at 120/208 volts. Panelboards within the Residential Unit do not contain a main disconnecting device, the disconnecting devices for the panel is located in the core electrical closets.
5. The number of poles per Residential Unit panelboard ranges from 42 to 72.
6. Convenience outlets and appliance outlets are provided throughout each Residential Unit as per NYC Electrical Code.
7. Public area lighting is provided in all stairways, elevator lobbies and cabs, corridors, 24th and 25th level Amenities, and at all entrances/exits. Exit lights and emergency lighting are located in all public areas.
8. There is one Consolidated Edison Company of New York (Con-Ed) Meter for all building loads other than the commercial unit space. The commercial unit will be directly metered separately by Consolidated Edison Company of New York (Con Ed).
9. The cost of electrical usage by each Residential Unit and the Commercial Unit shall be an expense borne by each Residential Unit Owner and the Commercial Unit Owner pursuant to the meter/submeter allocated to each Unit.
10. The electric provided to the Residential Common Element areas of the building shall be metered and such cost shall be borne by all Residential Unit Owners as a Residential common expense

B. Gas

1. Service will be provided by Consolidated Edison Company of New York (Con Ed). Two (2) Gas services entering the building below grade from the existing Con Edison gas main on 3rd Avenue. For space heating and the domestic hot water systems there will be a gas meter. For emergency gas generator an additional gas meter will be provided. Overall, there will be two (2) gas meters for the building.

C. Water
   1. Water supply
      a. Water service will be provided by the City of New York. There will be a single water and two (2) fire supplies for the building that will be metered by the NYC DEP, 6" diameter and two (2) 8" diameter, respectively. Water for the Residential Units and Residential Common Elements will be collectively metered. The Residential meter will measure actual water usage, with a sub-meter for make-up water used by the cooling tower. The Commercial Unit will be separately metered. The charges for water service provided to the building (including Residential Units and in the public Residential Common Element areas of the building) are levied on the basis of a master city meter and shall be borne by the Residential Unit Owners as a common expense.
      b. The charges for water service provided to the Commercial Unit under a separate water meter shall be borne by the Commercial Unit Owner.

   2. Sewer and Storm
      a. The building sanitary and storm systems are connected to City of New York public sewer drainage system through one (1) 10" combined house sewer, one (1) 10" storm house sewer and one (1) 10" sanitary house sewer in accordance with the New York City Department of Environmental Protection. Storm drainage is diverted to a storm detention tank located in the cellar and pumped at DEP acceptable flow rate to the combined sewer as required by NYCDEP.
      b. The building house drains exit to 3rd Avenue. The charges for sewer service provided to the building are levied on the basis of a master city meter and borne, upon formalization of the Condominium, by all the Units as part of the common expenses.

D. Telephone Service
   1. Telephone service is available to each Residential Unit through wiring provided by Verizon or another service provider to a single location within each Residential Unit. The service is wired from that location to telephone jacks in various locations throughout each Residential Unit.
   2. Upon creation of the Condominium, each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of telephone use for their individual Residential Unit. Upon formalization of the Condominium, the telephone charges with respect to the public areas of the building (such as the lobby attendant, elevator alarm, fire alarm, etc.) will be borne by the Condominium as part of the Residential common expenses.

E. Cable Television Service

   1. Verizon FiOS and Spectrum (Time Warner) or another service provider will provide television service to the building. Wiring designed for CATV transmission is provided from the Telecom Service Entrance Room in the Cellar to communication closets on various floors and then to a NID Box within each Residential Unit. Each Residential Unit has distribution wiring from the NID Box to various CATV jack locations throughout the unit.

2. Each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of operation and service use for their individual Residential Unit.
3. Data services in shared and common residential areas, including resident amenities, will be provided as a Residential common expense under a separate account.

F. Data Service

1. Data Service will be available from Verizon and Spectrum (Time Warner). Wiring designed for data transmission is provided from the Telecom Service Entrance Room in the Cellar to communication closets on various floors and then to a NID Box within each Residential Unit. Each Residential Unit has distribution wiring from the NID Box to various data jack locations throughout the unit.
2. Each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of operation and service use for their individual Residential Unit.
3. Data services in shared and common residential areas, including resident amenities, will be provided as a Residential common expense under a separate account.

(e) *Sub-soil conditions*.

The subsurface conditions consist of fill overlying soft rock and then bedrock. The bedrock is generally higher at the northwest side of the site at el 65.5 NAVD88 and varies elsewhere across the site between el 59 and el 63.5 NAVD88.

(1) The foundation is of new construction. The building will be founded on shallow foundations bearing on bedrock with an allowable bearing capacity of 40 tons per square foot (tsf), and permanent 616-kip prestressed rock anchors.

(2) Based on readings taken from an existing sidewalk observation well B-2(OW), the groundwater level was measured at el 63.5, or about 12 feet below existing sidewalk elevation. The foundation floor slab and walls will be waterproofed with membrane waterproofing.

(3) According to the Federal Emergency Management Agency (FEMA) Preliminary Flood Insurance Rate Map (FIRM) Number 3604970089G, dated 5 December 2013, the project site lies outside of the 1% and 0.2% annual chance floodplains in Zone A.

(4) There are no environmental restrictions on the property.

(f) *Landscaping and enclosures:*

(1) Grass cover (type, location): None;

(2) Plantings (type, location): None;

(3) Trees (location): There are twelve street trees located on the zoning lot on East 82nd Street, East 83rd Street, and 3rd Avenue. Five trees are being removed. Three new trees will be planted, and payment to the NYC Department of Parks and Recreation will be made for seven new proposed off-site trees.

(4) Ground Floor: None;

(5) Fencing (type, location): None;

(6) Gates (type, location): None;

(7) Garden walls (type, location): None;

(8) Retaining Walls: None;

(9) Display Pools and Fountains: None;

(g) *Building size.*

(1) Total height (approximate total feet from ground level to highest part of roof):

The building is approximately 480.97' from the Grade Plane.

(2) Crawl spaces (floor to ceiling, height): None.

(3) *Number of Cellars:*

1 Cellar (located approximately 12' below grade).

(4) *Number of floors (actual including penthouses):*

There are 38 actual floors above grade. Floor numbers throughout this report refer to marketing floor numbers indicated in the following Table of Equivalence, however the floorplans and Unit plans contained in Part II of the Offering Plan list both the actual floor numbers and the marketing floor numbers. Refer to the following Table of Equivalence for Actual and Marketing floors:

TABLE OF EQUIVALENCE	
ACTUAL FLOOR	**MARKETING FLOOR**
ROOF	R1
L38	M4
L37	M3
L36	M2
L35	38
L34	37
L33	36
L32	35
L31	34
L30	33
L29	32
L28	31
L27	30

L26	29
L25	28
L24	27
L23	26
L22	25
L21	24
L20	M1
L19	21
L18	20
L17	19
L16	18
L15	17
L14	16
L13	15
L12	14
L11	12
L10	11
L09	10
L08	9
L07	8
L06	7
L05	6
L04	5
L03	4
L02	3
L01	1
CELLAR	C

(5) *Equipment rooms (location and use):*

The Cellar contains mechanical equipment rooms, tenant storage, building management services (super's office and super's storage), toilet, janitor's closet, trash compactor room, resident storage, storage for the Commercial Unit, a storm water detention tank, and vertical circulation. In addition, the 3rd, M1, M2, M3, and M4 Floors contain mechanical equipment.

A fire command center and control shall be located at the seating area.

(6) *Parapet (height above roof):*

Height from top of roof finish to top of parapet or handrails at mechanical floors will be a minimum of 3'-6" above finished roof.

(h) *Structural System.*

i. The building is founded on rock with a minimum bearing capacity of 40tsf. No underpinning was required at adjacent properties. The foundations are reinforced concrete, which is comprised of spread footings under columns, continuous footings under foundation walls, and a mat foundation under the elevator and stair core. The cellar slab is a pressure slab designed to resist hydrostatic uplift. Rock anchors are provided to provide additional uplift anchorage for overturning due to lateral forces on the overall building.

ii. Lateral forces are resisted by structural concrete shear walls coupled with link beams.. Wind tunnel testing was undertaken and factored into the structural design. Supplemental damping is not required for the building.

iii. Reinforced concrete columns convey gravity loads down to the building foundations. Both the columns and walls utilize high-strength concrete to minimize element sizes and thicknesses. The slabs are also comprised of reinforced concrete, with slab depressions provided to accommodate terraces and exterior spaces.

iv. To mitigate the impact noise in the units the hard floor finishes will have a 5mm thick resilient rubber underlayment between the hard floors and the structural slabs. Per BC 1207.3, residential units will not have an impact insulation class (IIC) rating of less than 50.

v. The foundation slab and walls will be waterproofed up to sidewalk elevation using membrane waterproofing manufactured by GCP Applied Technologies. Preprufe 300R Plus waterproofing membrane will be installed below slabs, and Preprufe 160R Plus waterproofing membrane will be installed behind blindside walls. Bituthene 4000 waterproofing membrane will be installed at two-face walls. Joints and laps will be sealed with Bituthene Liquid Membrane and Preprufe CJ tape. In addition, Adcor 500ES waterstops will be installed throughout the site at the cellar slab-wall interfaces.

(1) Exterior of buildings:

(i) Walls:

Brick Wall: The masonry portion of the exterior wall shall be comprised of standard and custom shaped bricks, supported by a steel lintel at each floor and tied back intermittently with brick ties between lintels. The back-up wall is concrete or CMU, covered with a waterproofing membrane and insulation, with a drainage cavity between the insulation and face brick. Each lintel is flashed with stainless steel and joints in the brick cavity wall have staggered weeps slots. The exterior walls vary in thickness. Semi-rigid mineral fibre insulation is place within the masonry cavity, ranging between 4-inches (R16) and 6 inches (R24). Fire resistance ratings of exterior walls are to comply with code, according to distance separation, refer to (b)(2).

Windows: Window system, shop assembled and custom thermally broken aluminum profiles to meet the project performance criteria. The window system is a factory fabricated, thermally broken aluminum assembly with structurally glazing, dual pane insulated glass unit with a Low E coating. All gaskets, setting blocks, fasteners, and

miscellaneous accessories integral to the system are shop installed. The exterior wall system will be tested by an independent laboratory. Testing shall include verification of performance for air and water infiltration, structural movement, thermal resistance requirements and maintenance procedures. Where required, system profiles will include panel reinforcement to meet project performance criteria. Where mechanical louver systems occur within the window system, they will have internal drainage and gutter systems to drain and release water from exposure to rain and condensation. All exposed aluminum components have high end architectural paint finishes with 10 years' manufacturer warranty and a 5-year system warranty. The window system will be manufactured by ES Windows and installed by Walsh Metal and Glass. Window units are anchored to concrete curb or concrete masonry curbs and underside of the slab by means of masonry anchors. The window is installed per building standards. Façade Inspection and Safety Program (FISP formally called Local Law 11/ 1998) is applicable. Following construction, the exterior building façade will have to be inspected by a licensed professional engineer or architect every 5 years during standard reporting periods established by the City of New York.

All terraces and loggias will have thermally broken aluminum stile and rail glazed doors with safety glazing and a threshold that complies with accessibility codes. Terrace and loggia doors shall have multi-point locking hardware and insulated glass.

The façade glazing contains a low emissivity coating which by its nature causes reflectivity when viewed from the residential unit interiors especially in the evening conditions. As a result, if glass or pieces of the window system need repair or replacement the lead time for such repair and replacement may be longer than for ordinary systems and additional maintenance and repairs may be required over time.

Main Entrance:

The main entrance consists of glass and metal doors balanced doors by Ellison. and vestibule, covered by a metal clad canopy. The entrance doors shall be thermally broken, aluminum framed door with insulated glass and perimeter weather-stripping, CRL Entice or similar. The doors shall meet or exceed the minimum energy code requirements for entrance door air infiltration and thermal performance values.

The ground floor consists of brick cavity wall and glazed, aluminum framed storefront system. The storefront system has glass with a low emissivity coating which by its nature causes reflectivity when viewed from the residential unit interiors especially in the evening conditions. As a result of the unique and custom design of the storefront system (i) if glass or pieces of the storefront system need repair or replacement the lead time for such repair and replacement may be longer than for ordinary systems and (ii) additional maintenance and repairs may be required over time. The window system is to be warranted for 5 years jointly by the manufacturer and installer.

All exterior wall assemblies, roofs, terraces, and loggias shall have insulation values in compliance with the New York State Energy Code and fire resistance ratings in compliance with the Building Code.

All exterior metals, including fasteners shall be corrosion resistant.

Façade Maintenance:

Maintenance of the exterior vertical facades of the tower will be accomplished through a fixed Building Maintenance Unit (BMU) located on the main roof. The BMU will sit on top of the building core near the middle of the main roof and will require a maximum outreach of 70' to reach all facades of the building. The Unit is anticipated to weigh between approximately 87,000 lbs. and occupy a footprint of approximately 29' x 26' x 17' (h) while in the parked position.

The BMU will be equipped with a telescopic boom, which will extend to provide access to all drops around the tower façade. The unit will also include a telescopic mast, allowing the boom to be raised and lowered vertically to an elevation where parapet clearance is possible.

The anticipated parking position of the BMU platform is illustrated in the contract documents. This location has been established as part of a coordinated effort between structural, MEP and BMU design. The BMU must be able to park within the area defined in the contract documents. Conflict with MEP equipment must be avoided.

Workers will enter the work platform, and then to be boomed out over the parapet and make their drops. After a drop is made, the work platform returns to the top and the rotating boom moves it to another location, or returns it to the storage position. Control of the roof carriage and the work platforms is from the suspended work platform, with a back-up control system on the carriage.

Intermittent stabilization anchors (ISAs) will be installed into the façade to provide stabilization of the platform during operation. ISAs are typically required every three floors or 40' by NYSDOL. They will align vertically with each other and with the locations of the platform in plan view. Each ISA must withstand an ultimate force of 600 lbs., which should be verified during field testing of installed anchors before the system is placed into service.

In order to navigate the setbacks at the top of house, the BMU will require an additional "soft-rope" reeler feature. This would allow the platform to carry and control an additional set of proxy ropes that may be used specifically for stabilization, thereby allowing the boom to telescope outward to transfer the platform over setbacks at the top of house and podium floors while maintaining vertical orientation of suspension ropes.

The BMU will be equipped an auxiliary hoist unit rated to hoist glass for replacement as required. The winch system will be controlled from the platform and its speed synchronized with that of the platform hoist. Wherever possible, an elevator can be utilized to carry the glass so that the glass can be brought in from the inside of the building for replacement.

The podium facades below the 8th floor will be accessed by ground supported equipment. Aerial Work Platforms (AWPs) will be rented as needed to provide access for window cleaning and other maintenance.

All applicable codes were considered when designing the façade access equipment, and must be adhered to by the manufacturer. This includes the American Standard ASME A120.1 and OSHA 1910.66 as well as NYSDOL Code Rule Part 21 and Advisory Standard 101. Contractor will be responsible to acquire system approval from the NYSDOL.

(ii) Windows:
The windows include both fixed and out-swing casement-type operable windows with limit restriction per NYC Health Code child fall requirements. Window Guard Regulations of the City of New York 6-30-91 Chapter 12 apply. All operable windows will have a 4" opening limit. Operable windows are located at select locations per plans to provide sufficient natural ventilation to comply with relevant Codes.

Lot Line Windows are those windows that lie within three feet of a Lot Line. All lot line windows will be protected by a local sprinkler head. The following Units have such Lot Line windows:
10-16C
17-21B
26-31B
32-35B
PH2

Ordinarily, Lot Line Windows are not permitted to provide the Code required natural light and ventilation to Residential Units and, should the owner of any adjacent property construct a larger building facing Lot Line Windows, it is possible that the lot line windows would have to be in-filled with a fire rated assembly of masonry or similar construction. However, pursuant to the Easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, recorded on June 6, 2024 under NYC Department of Finance Control number 2024060600371006, the above listed windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. The lower limiting plane is at Elevation 155.00FT, according to NAVD 88, which is below the 9th Floor of the building.

Special Windows: None

Window Treatment(s): none, shade pocket provision provided for future installation

Storefront systems: Floor 1

At the ground floor level, there shall be a thermally broken, shop fabricated painted aluminum storefront system glazed with insulated glass. The glass shall have a low-e coating on surface #2. The system shall be anchored at the sill to a concrete curb and the head to a structural slab.

(iii) Landmark status: None.

(2) Parapets and copings: Secured in place to meet NYC Code. All copings will be cast stone with non-corrosive hardware. Flashing will be stainless steel where exposed to moisture. Parapet walls are the same brick and window systems as the floor below.

(3) Chimney and caps:
There will be (1) refuse chute connected to the compactor located on the cellar floor that will extend from the cellar floor to the roof. Chute shall be 24" diameter of U.S. #16 gauge aluminized steel. There will be three boiler chimneys, which shall be double-wall construction.

(4) Terraces and Loggias: Terraces and loggias are depressed continuations of the floor slabs that provide outdoor space contiguous to interior spaces at residential units and amenities. Terraces are open to the sky above while loggias are partially or fully covered, and, in some locations, partially enclosed on one or more sides.

(i) Deck finish to be either porcelain tile pavers on adjustable pedestals or 2" concrete pavers on pedestals, depending on location. The roof tiles/pavers shall be acceptable to the roofing manufacturer and not impact the roof waterproofing system warranty.

Terraces are on the 9th, 37th and 38th Floors.

Loggias are on the 24th, 32nd, 34th, and 36th Floors.

Terraces are accessed from Residential Units on the 9th, , 37th and 38th Floors. Terraces are Residential Limited Common Elements for the exclusive use of certain Residential Units.

Loggias are accessed from Residential Units from the 32nd, 34th, and 36th Floors. Loggias are Residential Limited Common Elements for the exclusive use of certain Residential Units

The 24th Floor loggia is a Residential Common Element

Terraces' and loggias' structural components are constructed with concrete. Tops of structural slabs are being poured to provide positive slope to drains. Floor terraces and loggias are insulated with rigid insulation loose laid over the top of a drainage board and the waterproofed deck, with cast stone coping, and concrete pavers on adjustable pedestals as the finished walking surfaces. The waterproofing will make use of a cold-fluid applied roofing and waterproofing membrane. The waterproofing system will be installed continuously over the field of the roof, onto perimeter curbs and parapets. All drains, pipe penetrations, railing penetrations, etc. will be wrapped with cold-fluid applied flashing membrane. All flashings shall be liquid membrane waterproofing and/or stainless steel, and as required to maintain the roofing manufacturer's warranty and standard details. The roof waterproofing warranty shall be for 25 years, including material and labor.

The roofing insulation at terraces and loggias' will be either 7" of extruded polystyrene rigid insulation or 1-1/2" vacuum sealed insulation with 2" of rigid insulation over.

Quantities of terrace and loggia lighting: per drawings

(ii) Balustrade (type, material)

None, the glass railing is mounted in a metal shoe with metal angles. The glass railing is laminated glass in a metal shoe. The design does not create "ladder effect".

(iii) Railings (material);

At terraces and loggias: metal railing with metal cap in metal rail shoe with metal posts.

Lower Bulkhead Roof and Upper Bulkhead Roof: concrete parapet with cast stone.

Additionally, the mechanical roofs are enclosed by a full-height brick and louvered wall.

(iv) Copings (material);

Painted aluminum at level 3 and certain areas of level 7 only.

Cast stone at all other levels.

(v) Soffits (material);

The soffit over the recessed area of the loggias at the 32nd, 34th, and 36th floors are painted plaster on metal framing with insulation.

The soffit over the recessed area of loggia at the 24th Floor will be prefinished metal panel on metal framing with insulation.

(vi) Doors to balconies and terraces and terraces (type, material);

All terrace doors are thermally broken aluminum stile and rail glazed swinging doors. Manufactured by ES Windows

(vii) Exterior stairs (material, location): None.

(viii) Mail boxes (type, location); Located in the of Floor 1 and made of metal

The mailroom is located off the Ground Floor residential lobby.
US Postal Service approved mailboxes are provided for each Residential Unit.

(ix) Lighting (type, Lighting (type, location);

Type LTE06: a wall mounted decorative lights at Loggia at Level 24 only

Type LTE12: a wall recessed step light at Terraces and Loggias

(5) Exterior Entrances

(i) Main Residential Entrance: Metal clad aluminum narrow stile and rail balanced glazed doors with 1-1/16” insulating glazing units – outer lite to be safety glazing. Manufacturer Ellison. Doors to have magnetic locks with proximity card readers and emergency egress buttons.

(ii) Vestibule: Narrow stile and rail aluminum and glass bi-parting doors with automatic operator and motion detector.

(iii) Commercial Unit Storefront Entrances: Metal clad aluminum narrow stile and rail glazed doors with 1-1/16” insulating glazing units – outer lite to be safety glazing. All storefronts to be thermally glazed assemblies using polyamide struts.

(iv) Stairs: None.

(v) Railings: None.
(vi) Mailboxes: Refer to 4.iii.
(vii) Lighting: Type LTE08 decoratiove wall mounted sconces at entrance and type LTE01 downlights overhead.

(6) Services Entrances:
(i) Type: Metal clad hollow metal door and frame.
(ii) Electric lock with exterior card reader and remote release at interior.

(7) Roof and roof structures. Describe:

(i) Type roofs for all areas:

- IRMA roofing assemblies occur at all terraces and loggias

- Conventional assembly occurs at the Main Roof, Lower Bulkhead Roof and Upper Bulkhead Roof, with green roof assemblies where required by Code.

Options of roofing manufacturers, or approved equal:

IRMA Roof System:

- The roofing membrane will be installed directly on the roof deck substrate, which will be positively sloped to pitch to drains. Drainage board will rest directly on the membrane and be covered by loose laid extruded polystyrene insulation, or a combination of vacuum sealed insulation and extruded polystyrene. The insulation will be covered with filter fabric Overburden will be provided in the form of unit pavers mounted on adjustable pedestals.

Conventional Roof System:

- A roofing vapor barrier/temporary roofing will be installed directly on the roof deck substrate. Flat or tapered extruded polystyrene insulation will then be fastened or adhered over the roof deck and vapor barrier. A high density coverboard is then fastened or adhered over the insulation followed by the roofing membrane, and a green roof assembly in locations required by Code. Walkway pads will be provided along paths expected to receive heavy traffic for the maintenance of rooftop mechanical equipment.

(a) Material

The roofing and waterproofing systems will make use of a cold-fluid applied, fully reinforced waterproofing membrane and flashing system. The roofing system will provide a monolithic membrane installed over the prepared substrates.

Manufacturer selection is pending. Specified basis of design for the roofing and waterproofing systems throughout the building are to be manufactured by Sika, Siplast or Soprema. The roof will be provided with a 25 year no dollar limit (NDL) manufacturer’s warranty for the system

IRMA Roof System:

The roofing material is a cold fluid applied protected membrane, fully insulated roofing assembly with integral cold-fluid applied flashings.

Cold-fluid applied membrane applied over prepared concrete decks.

Install drainage board, insulation, filter fabric and pavers on adjustable pedestals (or mudset pavers) over cold-fluid applied roofing membrane.

Conventional Roof System:

The roofing material is a cold fluid applied protected membrane, applied over adhered/fastened cover board and tapered/flat insulation with integral cold-fluid applied flashings.

Additional roof flashing and counter flashing and other trim are Stainless steel sheet metal flashings in manufactured reglets.

(b) Insulation

IRMA: The exterior insulation is factory-fabricated to achieve a minimum thickness of 6” rigid extruded polystyrene foam at terraces over slab or 2” rigid extruded polystyrene foam over 1” vacuum sealed insulation. The slab will provide positive slope to drain.

Conventional: The exterior insulation is factory-fabricated flat or tapered rigid insulation with a minimum 7 inch thickness installed over the slab. The insulation will provide positive slope to drain.

(c) Surface finish

At useable terraces, pressed concrete pavers on adjustable pedestals, acceptable to roofing manufacturer to obtain warranty, suitable to daily foot traffic.

(d) Bond or guarantee, or approved equal:
Special Warranty: Manufacturer’s standard form, warranty period is 25 years from the date of Substantial Completion.

Special Project Warranty: Roofing installer’s warranty, signed by installer, warranty period is a minimum of 2 years from the date of Substantial Completion.

(e) Drains and gutters: Roof, terrace, and loggia drains, including overflow drains are provided at all terraces, loggias, and roof levels. Drains are cast iron. There is one formed stainless steel gutter along the North wall of the building to prevent drainage off the building onto the neighboring property. There is no leader. The gutter drains back into the storm drainage system within the building at level 9.

(f) Emergency overflow cast iron drains are provided in addition to each primary drain. The quantity and size of all emergency overflow drains matches the primary drain it is paired with.

(ii) Skylights: None

(iii) Bulkheads:

(a) Stairs (material): None.

(b) Elevator (material): None.

(c) Other

There is a bulkhead located at level M4 to enclose the Elevator Machine Room, Cooling Tower, Water Tanks, Stair B and Stair A. The walls are a continuation of the brick veneer walls below.

There are 2 wall mounted reversible stair pressurization fans at the M3 level fo Stair B and the M4 level for Stair A.

(iv) Metal work at roof levels:

(a) Exterior, metal stairs (material): None

(b) Vertical ladders, including gooseneck (material): 1 at the main roof and 1 at the Bulkhead Roof

(c) Railings (material): Composite metal coping at parapet.

(d) Hatches to roof (type, material): (1) hatch from Stair A to the upper Bulkhead Roof.

(e) Other

1 AC Unit serving the EMR;
Plumbing vents with supports as required;
2 stair ventilation exhaust fans with exterior ductwork at Stair A
and machine room bulkheads;
Overflow pipes with pipe supports at fire service storage tanks;
Internal pipes with slow closing ball cock valves at fire service storage tanks;
Roof / overflow drains
Cooling Tower will be mounted on steel dunnage

(vi) Rooftop facilities: No rooftop antennae, cell phone towers, satellite dishes;
(vii) Lightning Protection: UL 96A master label lightning protection provided

(8) Fire escapes: None.

(9) Yard and courts.

This project is located on a Corner Lot so no yards are required. A 60 feet distance separation is maintained at window to window conditions where the building faces the existing building on the zoning lot.

(10) Interior Egress.

Scissor stairs A and B, as well as interior stairs within duplex units comply with applicable code(s).

(i) Number of stairs of each type:

Stair A: 2-hour egress scissor stair at Cellar-Roof, serving
Cellar- Roof.
Quantity: 1;

Stair B: 2-hour egress scissor stair at Cellar -Roof, serving
Cellar - Roof.
Quantity: 1;

Duplex: Interior, unrated communicating stairs within units 32B, 34B, and PH2
Quantity: 3;

(ii) Stair Construction

Stairs A, B: Concrete

Duplex: Wood

(iii) Enclosure (construction and interior finishes):

Stair enclosure construction is as per and as follows;
Interior finishes. Stair enclosure construction is 2-hour fire rated and is compliant with applicable codes based on manufacturer-provided data. Rated enclosure will be either concrete walls or impact resistant gypsum wallboard.
The interiors are painted.

(iv) Stringers (material):

Stairs A, B: None, the stairs are monolithic;

Duplex: Wood

(v) Treads (material):

Stairs A, B: Concrete with slip resistant nosing and luminous markings as required;

Duplex: Wood

(vi) Risers (material):

Stairs A, B: Concrete;

Duplex: Wood

(vii) Guard Rails (material):

Stairs A, B: None. Handrails are wall-mounted;

(vii) Balustrade (material):

Stairs A, B: None. Handrails are wall-mounted;

(11) Interior doors and frames:

Doors and frames meet applicable fire/safety standards based on manufacturer-provided data.

(i) Unit entrance doors and frame: 45 minute rated wood door with rated wood frame typical.

Residential unit interior doors and frames: Solid wood doors with solid wood frames – not rated.

(ii) Corridor doors and frames: Hollow metal doors and frames, non-combustible, fire rating as required by code.

(iii) Stair hall doors and frames: Hollow metal doors and frames, non-combustible 1 ½hour rating

(iv) Roof doors, cellar doors and frames: Hollow metal doors and frames, non-combustible, fire rating as required by code.

(12) Elevators.

(i) Number of passenger and service elevators:

Residential Units: Two (2)
1 passenger/service elevator (“PE1”), 1 passenger elevator (“PE2”).

(ii) Manufacturer, age of each and capacity (in pounds and number of passengers):

Residential Units: 4,000 lbs. capacity PE1 – maximum 22 passengers, and 3,500 lbs. capacity PE2 – maximum 18 passengers4,000 lbs. capacity SE-1 – maximum 22 passengers

Manufacturer: Fujitec America

(iii) Type of operation for each elevator by elevator number or location in building:
PE-1, PE-2 Group Automatic
SE-1 Simplex Automatic

(iv) Automatic (type of controls):

Microprocessor Based
.

(v) Floors served: C 1-M2.
PE-1, PE-2: C,1-M2
SE-1: C, 1

(vi) Type:
PE-1, PE-2: Overhead Gearless Traction
SE-1: Dual Jack Holeless Hydraulic

(viii) Doors:

Overall elevator car height is 12’ and fitted with (4’-0” wide PE-1) (3’6” wide PE-2) x 8’ high single speed center opening doors

(ix) Location of machine room:

PE-1, PE-2: Elevator machine room is located above roof level at the top of the hoistway.
SE-1 Elevator machine room is located at C level adjacent to the hoistway.

(x) PE-1, PE-2: AC motor (manufacturer): Elevator motor will be permanent magnet AC type and controlled by VVVF drive.
SE-1: Single speed AC motor soft start with closed transition

As of this report issuance selection of manufacturer is pending;

(xi) AC Variable Voltage Variable Frequency Drive (manufacturer): N/A
SE-1: Single Speed AC Motor driving hydraulic pump.

As of this report issuance selection of manufacturer is pending;

(13)Elevator cabs.

(i) Kind (manufacturer): EDI

(ii) Floor (material): Stone tile, or approved equal

(iii) Walls (material): Metal panel, or approved equal

(iv) Ceiling (material): Metal, or approved equal

(v) Lighting: LED Cove light, or approved equal

(vi) Alarm, safety system:

There is two way audio and visual communication activated by a help button for situations where the passengers cannot respond verbally along with full camera coverage to detect a passenger in distress that cannot respond. This system will transmit to a twenty four hour manned station for response. One car operating panel at each elevator which shall include an emergency Stop switch and an alarm button which, when pressed, will ring alarm bells, one located in the hoistway and one located remotely, and will operate distress signals such as a buzzer and indicator in a remote location. There is an elevator annunciator panel in the vicinity of the Ground Floor Residential Lobby entrance. At every elevator lobby served by PE1 and PE2 there is a ceiling mounted area smoke detector that initiates elevator recall.

(i) Auxiliary facilities:

There is 1 Package Room at the Ground floor. There is 1 Bicycle Parking Room in Cellar

(1) Laundry rooms.

(i) Location and number of rooms:

3rd Floor – 38th Floor: Individual washer/dryers are provided in Residential Units.

(ii) Clothes washers, number and type:

3rd Floor – 38th Floor: 1 each per Residential Unit totaling 73, residential, electric;

(iii) Clothes dryers (number and type):

3rd Floor – 38thr: 1 each per Residential Unit totaling 73, residential, electric;

(iv) Dryer ventilation (method and final exhaust):

3rd Floor – 38th Floor: Dryers will be exhausted through common duct, which will terminate or in mechanical rooms through façade louvers at levels M1 and M3.

(2) Refuse disposal.

An extruder compactor is located in the compactor room on the Cellar. Refuse is stored in the trash compactor room. The room is enclosed, temperature controlled and ventilated as required by the NYC Building Code.

A 24” diameter trash chute runs from the 38th Floor down to the Cellar. The top of the chute will be vented to the exterior at the Roof. Trash chute rooms are located on the 3rd Floor – 38th Floor

(i) Incinerator(s). None.

(ii) Compactor (number, location, capacity, type, manufacturer)
Compactor for Residential Units is located at the Cellar, capacity as per NYC Building Code, type and manufacturer are pending.

(i) Initial storage location (ultimate storage location):

Cellar trash storage room;

(ii) Pick-up schedule, and whether public or private provider:

Residential Units: by public sanitation.

Commercial Unit: To be arranged for by the Commercial Unit owner or lessee.

(3) Bicycle Storage. Describe, including:

(i) Location and number of rooms:

Location: Cellar.

(ii) Bicycle racks, number and type:

There are 33 composite modular metal bicycle racks and 4 accessible bicycle parking spaces provided for a total of 37 bicycles.

(iii) Security

The bicycle parking room is entered through a locking hollow metal door that only residents of the building can access. Security individual bicycles within the room is by each resident

(4) Resident Storage:

(i) There are fifteen (15) resident storage units at the cellar level.
(ii) Partitions between storage units are unrated metal framed with a single layer of gypsum board on each side.
(iii) Storage units have hollow metal doors with hollow metal frames.
(iv) The storage room will be locked at all times and accessible by key card. Unit owners will provide their own personal locks for individual storage units.

Manufacturer: Dero Ultra Spacesaver or approved equal.

(j) Plumbing and Drainage:

(1) Water supply.

The building is provided with three (3) incoming water mains: One (1) 6” for Domestic water and two (2) 8” for Fire Protection purposes. The main shutoff valve for the water service will be located on the cellar level. The domestic water distribution piping will be insulated as follows: fiber glass insulation 1” thick for cold-water, 1” thick for hot water and hot water return piping 1¼” and smaller and 1½” thick for hot water and hot water return piping 1½” and larger. Insulation for hot water piping provided with temperature maintenance heat tracing to be as per manufacturer recommendations. Insulation for domestic water will meet the requirements of the NYCECC and NYCBC as applicable. Permit number M01029556-I1-PL was obtained on 12/11/24.

Potable water is supplied via New York City public water system.

The building domestic water supply pressure zones are as follows:

Podium Zone: Cellar thru 1st Floor.

Zone 1: 3rd thru 11th Floor.

Zone 2: 12th Floor thru 21st Floor.

Zone 3: M1 Floor thru 25th Floor.

Zone 4: 26th Floor thru 32nd Floor.

Zone 5: 33rd Floor thru 38th Floor.

Zone 6: M2 Floor thru M4.

A triplex booster pump serves the domestic water needs for the building. The tank fill domestic water pump will be a GA Fleet 3VC-VSTF-6-40-625HP-208. The domestic water booster pump that supplies domestic water zones 4 and 5 will be a GA Fleet 3VC-PMP-G-10-425-460. A water tank fill pump set located on the cellar level take suction from the 6" metered water service supplied by the 3rd Avenue city water main to distribute water throughout the building and to fill the combined domestic water fire reserve tank in accordance with the 2022 City of New York Building and Fire Codes. Water sub-meters are provided for the following:

Boiler make-up water supply.

Cooling tower make-up water supply.

The incoming domestic water and the fire services are fitted with NYC DEP approved house control valves (HCV), water meters and backflow prevention devices.

Domestic hot water distribution system is generated by four (4) pairs of water to water hot water heaters for pressure zone 1, zone 2, zone 4 and zone 5. Domestic hot water is provided by electric water heaters for fixtures for pressure podium zone and zone 3. Hot water is recirculated throughout the building via circulating pumps and recirculating piping.

(2) Fire Protection Systems:

(i) The Residential Units are sprinklered and the entire building is protected throughout with a new automatic sprinkler and fire standpipe systems in accordance with NFPA, the 2022 City of New York Building and Fire Codes with the exception of Electric Switchgear room and elevator machine rooms.

(ii) Standpipes (material, size, location): The 6" combined sprinkler/fire standpipe risers are located within each fire-rated egress stair well, riser control valves (RCV) are located on the cellar. Each combined sprinkler/fire standpipe riser is equipped with a sprinkler floor

control valve assembly (FCVA) on alternating floors and 2½" fire hose valve (FHV) with cap and chain on all floors. Material of pipe is schedule 40 steel.

(iii) Fire hose racks, hoses and nozzles (location): A locked storage cabinet is located at the Ground Floor Residential Lobby. Lobby fire hose storage cabinets located on every ten floors (11th, M1 & 33rd) of the building.

(iv) Sprinkler heads (type system, location): There are sprinklers serving the vestibules for trash and freight on the residential floors. Entire building is served by automatic wet Sprinkler System with the exception of Electric Switchgear room and elevator machine rooms.

(v) Siamese connection (type, location): The Fire Department Siamese connections (FDC) are located along building façades on both East 82nd Street and 3rd Avenue provided for the standpipe and sprinkler systems.

(3) Water Storage Tanks and Enclosures:

(i) Number, type, location of each: Two (2) 20,500 gallons combined domestic water fire reserve water storage gravity tanks are located on the bulkhead level that supplies both the sprinkler and fire standpipe risers.

(ii) Material (interior, exterior and roof of tank): Wood tank.

(iii) Access to tank: ladder, 1 per tank and each compartment.

(iv) Capacity (total gallons): 30,000 gallons on bulkhead level.

(v) Capacity (fire reserve): 15,000 gallons each tank.

(4) Water pressure and how maintained.

The water pressure for the domestic water system is maintained by a constant pressure pumping system, gravity roof tanks and pressure reducing valves (PRV) set to maintain code require pressure range.

(5) Sanitary Sewage System

(i) Sewage piping (materials): Cast iron piping, No-Hub joints.

(ii) Sewage pumps: The sewage ejector pumps are provided at the Cellar to pump all drainage from plumbing fixtures and floor drains located below the street sewer. Pumps are duplex, submersible type, with 4" discharge pipes fitted with check and shutoff valves. The discharge pipe is connected on the street side of the combined sewer house trap in the building with cast iron joint fittings.

(iii) Sewage disposal: There is are (1) combined sewer service, one (1) storm sewer service and one (1) sanitary service from the building which connect to the city sewer: One (1) 10" sanitary and one (1) 10" storm drain line connects within the building for the 10" combined sewer service while an additional 10" sanitary sewer service and 10" storm sewer service are routed separately. Each drain line is fitted with a code required house trap. The sanitary sewage system is a gravity type that is connected to the building's combined sewer and the city sewer system.

(6) Storm Drainage System: The storm water is drained from the roof and setbacks by means of roof drains. These drains connect to vertical leaders running through the building and drain into a storm detention tank located at the cellar level of the building. Storm detention tank is equipped with DEP required storm pump to control the storm water at acceptable flow rates up and connect to the gravity storm drain line on cellar level. Storm drains are located at all roofs where required. Overflow drains are provided as required by code.

(7) There will be (2) elevator sump pumps, (1) Stancor SSD-200-TM with a wire to water efficiency of 24.5% and (1) Stancor AHS-10-OMJR with a wire to water efficiency of 32.5%. There will be a Flygt NP3102-463A duplex storm ejector pump with an overall efficiency of 43.9%. The CDE for the stormwater pumps included 60 Months from the date of shipment for the pump (wet end), 60 Months from the date of shipment for the motor and 12 Months from the date of shipment for their general warranty. The date of shipment for all three warranties will be +/- July 20th 2026

(k) Heating, Ventilating, and Air Conditioning:

(l) Heating Systems:

1. Central Heating Plant:
    a. Heating Method: A condensing-boiler heating plant will serve all habitable areas, including corridors. Number of boilers: (3) Lochinvar Model FCB-4000, or approved equal, located on the M3 level mechanical room. The boiler plant will serve the heating and domestic hot water needs of the building including residential, amenity and retail areas. The CDE included with the tankless water heater submittal included 60 Months from the date of shipment for the heat exchangers and 18 Months from the date of shipment for the controls and other components. The date of shipment for the tankless water heater and the controls and other components on the 2nd floor was May 1st 2026. The date of shipment for the tankless water heater and the controls and other components on the 20th floor will be +/- July 6th 2026. The date of shipment for the tankless water heater and the controls and other components on the 36th floor will be +/- July 20th 2026.

    b. The hot water system will serve the residential apartment VRF water cooled condenser heat pump loop system, the domestic water heaters, amenity AC units, corridor energy recovery units and DOAS ventilation units, lobby units and other miscellaneous heating loads.
    c. The hot water from the heating plant will be used to inject heat into the condenser water system via direct injection bleed valves.
2. Domestic Hot Water Heating:
    a. Domestic hot water will be generated by means of water to water heater heat exchanger using boiler water as heating agent. One set of heaters will be provided for each residential pressure zone. The heaters will be located in the mechanical rooms serving the zones. Two (2) water heaters will be provided for each domestic water zone serving residential fixtures. Domestic water zones 1, 2, 4 and 5 will have water heaters manufactured by Aerco. Domestic water zones 1, 2, and 4 will be serviced by Aerco Smartplate Model EV-60 heaters and domestic water zone 5 will be serviced by Aerco Smartplate Model EV-40 heaters. The Aerco heaters have an efficiency of 98%. The Aerco heaters will not be provided with tank storage. Hot water will be maintained in the heater tanks at 140 degrees F. Hot water from the heaters will be tempered to the appropriate distribution temperature by means of master mixing valves. A complete, recirculated domestic hot water distribution system serving all building fixtures and

equipment requiring hot water will be provided for each pressure zone. Flow rates per zone are 47.31 GPM for Zone 1, 43.94 GPM for Zone 2, 40.07 GPM for Zone 4, and 33.33 GPM for Zone 5, The CDE included with the tankless water heater submittal included 60 Months from the date of shipment for the heat exchangers and 18 Months from the date of shipment for the controls and other components..

b. Amenities and back of house spaces have been provided with electric hot water heaters for fixtures. Amenity and back of house water fixtures will be provided with hot water by either a Bradford White LE230LN3-3 heater with 26 gallons of storage and a uniform energy factor of 0.92, a PVI 140L150A-VE heater with 150 gallons of storage and an efficiency of 98%, a Eemax SPEX8208T tankless heater with a UED recovery efficiency of 97% or a Eemax AM005240T tankless heater with a UED recovery efficiency of 96%.
c. The domestic hot water distribution system will be provided with fiber glass insulation. Domestic hot water piping under 1-1/2" in size will be provided with 1" thick insulation with a corresponding R-value of approximately 3.57. Domestic hot water piping 1-1/2" in size and larger will be provided with 1-1/2" thick insulation with a corresponding R-value of approximately 5.35.

d. Future retail tenants are responsible to provide their own hot water to the commercial space.

(m) Central Cooling plant

1. The HVAC for the building will be provided based on a water source Variable refrigerant (VRF) heat recovery type system. The year-round heating and cooling system consist of a two-pipe closed loop water circuit, through which non-refrigerated water is circulated continuously. The loop water temperature is maintained throughout the year in an approximate range between 60° F and 88° F for supply and 70° F and 105 °F for return by means of injecting hot water from boilers (adding heat to the loop at the low end of the range) and cooling towers for heat rejection (by removing heat at the high end of the range).
2. Two cell (600 tons) cooling towers shall be utilized. The condenser water loop serving the condensers shall have the capability of isolating itself from the cooling towers in heating mode and heat will be added to the loop from the hot water from boiler plant system
3. All exterior metals, including fasteners, are corrosion resistant. Cooling tower is installed on the roof. Vibration isolation is provided for the cooling tower to prevent equipment vibration and noise from reverberating in the apartments below.
4. The boiler plants will operate to maintain the secondary condenser water loop warm enough to allow heating in winter through the same heat-pumps with hydronic heating coil that provide cooling in the summer.

(n) Apartment and Common Areas Heating and Cooling system:

1. The heating and cooling will be provided to each apartment a heat recovery type, water-cooled Variable Refrigerant Unit (VRF) with R410A refrigerant circuits i.e. Split water cooled VRF system.. The “Heat Recovery” VRF system is capable of simultaneous heating and cooling with a single condensing unit. Multiple indoors evaporator units (IDU) in the same apartment will be

connected to heat recovery branch selector boxes. Indoor units (IDU-AC units) are ducted ceiling-hung horizontal type.

2. All the apartments 9th floor and above will have individual water cooled condenser serving the apartment inside the closet. All the apartments below 9th floor have shared water cooled condensers located centrally in a mechanical room on the 3rd floor.
3. Indoor evaporator units in the residential units will be horizontal type and concealed in ceiling plenums and will discharge air through diffusers (grilles or slots). Each evaporator shall be paired with one programmable thermostat.
4. Indoor evaporator units in the amenity units will be horizontal type and concealed in ceiling plenums with ductwork routed to supply grilles/slots.
5. Manufacturer of the VRF system is Lennox (powered by Samsung). Manufacturer's warranty is 10 years, parts only (no labor or refrigerant).
6. All common areas of the building like building lobby, amenities and conditioned BOH spaces will be served by Water cooled Variable Refrigerant Flow (VRF) units. Indoor evaporator units will be horizontal or vertical type and concealed. Water cooled condenser will be located in the mechanical rooms and IDU and Branch boxes will be located in respective Amenity area.
7. Supplemental electric fan baseboard heaters will be utilized at high windows. These will be controlled by internal thermostats and interlocked with the room's VRF evaporator unit to prevent simultaneous heating and cooling
8. Electric cabinet unit heater to be provided for Residential Lobby entrance and vestibule area.
9. Electric radiant heating floor are provided in primary bedroom's bathrooms and any bathrooms with glazed windows.
10. Valved and capped condenser water and hot water outlet connection will be provided for future tenant fit out.
11. Access doors are to be provided in ceilings wherever required for maintenance of equipment located above ceilings.

(o) Apartment Ventilation systems:

1. Each apartment will be provided with fresh air for ventilation served from Water cooled Variable Refrigerant Flow (VRF) DOAS units or energy recovery units (ERU) from the mechanical room. Energy recovery units will be equipped with an energy recovery system to reclaim energy from the building's toilet exhaust before it is discharged to the outdoors.
2. The ventilation will be provided by VAV box with fast acting controller discharged into foyer of the apartment. The apartment ventilation air system consists of a programmable controller modulating ventilation VAV box based on variable speed kitchen exhaust hood with a Kitchen Exhaust Damper, an apartment General Exhaust Damper and Dryer exhaust temperature Switch to monitor dryer status.

(p) Residential corridor ventilation and air conditioning systems:

1. Corridors will be heated and cooled via DOAS units that provides conditioned and filtered outside air to the common corridors. Units will be located on the Mechanical room.

(q) General Exhaust systems:

1. General exhaust air will be provided from mechanical, plumbing and trash rooms.

(r) Toilet exhaust systems:

1. All common areas toilet exhaust systems shall ventilate each toilet at a rate of 75 cfm each.
2. Residential Toilet exhaust risers shall be provided at these rates via vertical risers served by exhaust fans located within energy recovery units on the building's mechanical floors as follows:

b. 30 CFM – Powder room
c. 50 CFM Secondary Bathroom
d. 75 CFM Primary bathrooms

1. Each register connection to be provided with a self-balancing airflow regulator (CAR damper) and an acoustical half boot.

(s) Residential dryer exhaust systems:

All residences will be provided with a vented clothes electric dryer. Sensor at each dryer exhaust tap of the apartment will be connected to the respective apartment's make up air programmable controller system. The vented dryers will be connected to a multi-story dryer exhaust system via a branch duct at each residence. Exhaust fans will be located at the mechanical room with variable frequency drives.

(t) Kitchen exhaust systems:

A vertical kitchen exhaust risers will be provided for each kitchen. A variable speed kitchen exhaust hood at each kitchen in residence will be provided with damper (ALD) tied to the hood fan. ALD at the hood shall be closed when hood fan is off. A minimum 30 CFM Apartment General Exhaust Damper will be provided ahead of the hood tap which exhaust the kitchen normally when the hood fan is off. Kitchen exhaust fans will be located at the mechanical rooms will be provided with variable frequency drives.

(u) Post smoke purge system for apartments
Post smoke purge for residential areas will be provided with a reversible fan a system at the top of each stair serving residential floor which will be capable of introducing fresh air or exhausting air and can be operated by manual controls thru fire command center.

(v) Miscellaneous Systems
1. Elevator machine rooms will be mechanically cooled by air cooled VRF split units.
2. Dedicated cooling system for switchboard room, trash room, MDF rooms and BOH areas shall be provided by water cooled VRF system.

(w) Electrical System:

The service switchboard is rated for 4,000 amps, 3 phase, 4 wire plus ground and located on the Cellar Level.

The service switchboard shall be provided with separate service switches for each entity in the building. These switches are sized according to anticipated loads and demand calculations per the 2011 NYC Electrical Code.

All overcurrent devices sized larger than 800 amps shall be bolted pressure switches with appropriately sized fuses, per the 2011 NYC Electrical Code. All overcurrent devices 800 amps or smaller shall either be quick-make, quick break switches.

(i) Emergency Power:

A 625 kW, 277/480V, 3 phase, 4 wire, natural-gas fired generator is being supplied to support emergency loads, standby loads and optional loads per the 2011 NYC Electrical Code and the 2014 NYC Building Code. Note that optional loads are loads that the design team and/or building owner has requested to be supported by the generator, but are not required to be connected to the generator.

Automatic transfer switches (ATSs) will be provided for each generator-backed load classification (emergency, standby, optional standby). The fire alarm and ARCS system will be provided with a common ATS, per 2011 NYC Electrical Code separate from other Emergency Loads. Generator shall be gas fired emergency standby generator and can operate continuously during an electric power outage.

Residential Units:

Each Residential Unit has a three-phase, 120/208-volt circuit breaker panelboard.

Electrical panels have adequate circuits to power lighting, HVAC units, modern kitchen appliances and usage (eg. gas or induction cooktop, electric ovens, microwave, refrigerator, dishwasher, etc.), and convenience outlets.

Each Residential Unit has ceiling light fixtures in the kitchen, foyer vestibule, bathroom, powder room, closet, and washer/dryer closet, as shown/noted in the architectural plans; under cabinet lighting at kitchen cabinets;. The remainder of the Residential Unit lighting is provided by the individual Residential Owner via switched plug, ceiling J-Box, and/or cord outlet.

General outlets are provided in each room as required by the 2011 NYC Electrical Code.

Lighting is to be furnished to the common areas of the building through LED, incandescent or fluorescent fixtures.

(ii) Metering:

Residential distribution panels with sub-meters shall be located on floors 6, 12, 18, 28, and 34 in the core electric closets.

Adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers; etc.

(iii) Adequacy:

Residential Unit: Service - Each Residential Unit has a three-phase, 120/208 volt circuit breaker panelboard. There are 73 Residential Units in total.

Each condominium unit has a hard-wired combination carbon monoxide/smoke detector with local alarm and local annunciating. The detector will be either wall- or ceiling mounted within the sleeping area and in the corridor outside of sleeping areas within 15 foot of any sleeping room. Detectors shall be 120 volt type with battery backup.

(x) Fire Alarm System:

The fire alarm system will consist of the following:

(i) The fire alarm command center is located in ground floor lobby.

(ii) Area smoke detection shall be provided for each machine equipment rooms, mechanical rooms, electrical closets, electrical and ATS rooms, fire alarm and arcs closets, telecom rooms and closets, elevator machine room, elevator floor lobbies, trash rooms, top of each elevator and stair shafts.

(iii) Duct smoke detectors and a/c unit shutdown will be provided for all air systems above 2000 CFM.

(iv) Speakers for one way voice communication will be provided in each Residential Unit and egress stairs.

(v) Monitoring modules will be provided for the water flow switches, tamper switches, roof tank high and low level switches, dry pipe valve pressure switches, generator and fire pumps.

(vi) The fire alarm command center will contain the following panels:

Fire alarm control panel

Generator annunciator

Automatic transfer switch annunciator

Elevator control panel

Auxiliary Radio Communication System Panel (DRC)

Fire service Access Elevator Annunciator Panel

(y) Intercommunication and/or door signal systems, security closed circuit TV :

The intercom system of Comelit 6205W/B or approved equal shall be provided at apartment stations and of 1952N or approved equal at the concierge station.

CCTV system shall be provided with recorder of Eagle Eye CMVR 620E or approved equal, cameras are Hanwha and Eagle Eye various models or approved equal.

Contractor's warranty for all systems is 1 year after the system commences.

Lighting and fixtures

Residential Unit:

Each Residential Unit has ceiling light fixtures in the kitchen, entry corridor, bathroom, powder room, and walk-in closets as shown/noted in the architectural plans; under cabinet lighting at kitchen cabinets; concealed tape lighting is located at the powder room mirrors, and wall sconces at the bathroom mirrors.; a decorative pendant at kitchen island. The remainder of the Residential Unit lighting is provided by the individual Residential Owner via switched power outlet or ceiling J-Box.

(p) *Public area lighting:* (entrances, halls and stairs, corridors, basements, courts and yards)

Lighting is furnished to the public areas of the building through LED commercial grade fixtures.

State manufacturer(s) and model number(s) for all public area lighting:

Lighting fixtures provided are sufficient to provide code required footcandles under both normal and emergency conditions for each public space. All appropriate controls as required by NYCECC 2020 – ASHARE 90.1 2016 amended energy code are provided for each public space. Controls provided include manual controls and/or scene selector switches, occupancy and vacancy sensors, daylight sensors, photocells, and astronomical timeclocks. Controls are provided as required by code for each individual public space.

Manufacturers and model numbers are for reference only and may be substituted for an approved specification or equal:

	FIXTURE TYPE	LOCATION	MANUFACTURER & CATALOG NUMBER
1	**LT11**	PUBLIC CORRIDOR	**USAI LIGHTING** P3RDF-15L2-30KH-F-WH-FT-UNV-D22
3	**LT12**	ELEVATOR LOBBY	**KUZCO LIGHTING** DELA -WS41216
4	**LT21**	AMENITY	**USAI LIGHTING** B3RDL-15X3-30KH-55-S-WH-FT-UNV-D6
5	**LT21B**	AMENITY [GROUND FLOOR]	**USAI LIGHTING** B3RDM-15X3-30KH-55-S-WH-FT-UNV-D6
6	**LT22**	AMENITY [GROUND FLOOR]	**LUMEN TRUSS** LED STRIP: B3528-24V-240-10mm-SINGLE ROW-19.2W-3000K-IP22 CHANNEL WITH OPAL LENS: 1200-OP-FL REMOTE LED POWER SUPPLY
7	**LT22A**	ELEVATOR CAB [GROUND FLOOR]	**LUMEN TRUSS** LED STRIP: B3528-24V-240-10mm-SINGLE ROW-19.2W-3000K-IP22 CHANNEL WITH OPAL LENS: 1200-OP-FL REMOTE LED POWER SUPPLY

8	**LT24**	AMENITY [RESTROOM]	**USAI LIGHTING** B3RDL-15X3-30KH-55-S-WH-FT-UNV-D6
9	**LT25**	KID ROOM [22ND FLOOR]	**LUMEN TRUSS** B3528-24V-120-8MM-9.6W-3000K-IP22 4400 CHANNEL ELV DIMMING DRIVER
10	**LT26**	AMENITY [21ST & 22ND FLOOR]	**USAI LIGHTING** LMRLA4-2 8424 C3 30KH 25 NC UNV D6E _ - HOUSING 33312_AC1_S1
11	**LT26A**	FITNESS [22ND FLOOR]	**USAI LIGHTING** LMRLA4-2 8416 C3 30KH 25 NC UNV D6E _ - HOUSING 33315_AC1_S1
12	**LT27**	SAUNA [21ST FLOOR]	**Q TRAN** SW-XT24/3.0-WET-30-__-__-WH-CL2 REMOTE DRIVER
13	**LT29**	LOBBY [1ST FLOOR]	**USAI LIGHTING** M1RAM-07X4C-30KH-50-M0-BL-BL-NC SAHRE REMOTE DRIVER RPD-04-07X4C-UNV-D6E
14	**LTD02**	AMENITY [RESTROOM]	**HINKEY LIGHTING** PORTIA - 52113PN
15	**LTD05**	PANTRY [21ST FLOOR]	**A CUSTOM LIGHT** [ALLOW 60 WATTS] BY "TROY LIGHTING", "AURA CUSTOM LIGHTING", "YELLOW GOAT", OR "GRENSHAW"
16	**LTD06**	LOUNGE [21ST FLOOR]	**A CUSTOM LIGHT** [ALLOW 130 WATTS] BY "TROY LIGHTING", "AURA CUSTOM LIGHTING", "YELLOW GOAT", OR "GRENSHAW"
17	**LTD07**	MEDIA ROOM [21ST FLOOR]	**SONNEMAN A WAY OF LIGHT** OFFSET PANELS LED SCONCE
18	**LTD08**	ENTRY LOBBY ELEVATOR	**KUZCO LIGHTING** DELA -WS41216
19	**LTE01**	EXTERIOR ENTRY	**USAI LIGHTING** B3RDF-15X3-30KH-55-S-__-FT-UNV-D6
20	**LTE02**	PARKING GARAGE	**LITHONIA LIGHTING** VCPG LED-P1-30K-90CRI-T5W-MVOLT-PM-__ MODIFY 90 CRI

21	**LTE03**	PARKING GARAGE	**USAI LIGHTING** CPRD8-15L2-30KH-_-S-WH-CJ-UNV-D22
22	**LTE04**	EXTERIOR EXIT DOORS	**BEGA-US** 24 374-K3-BLK
23	**LTE05**	PARKING ENTRY and PORTE COCHERE	**USAI** B3RDF-15X#-30KH-SS-S_FT-UNV-D6
24	**LTE06**	EXTERIOR LOGGIA [21ST FLOOR]	**TECH LIGHTING** WINDFALL WALL SCONCE
25	**LTE07**	BUILDING ENTRY [GROUND FLOOR]	**BEGA-US** 77 019 REMOTE LED DRIVER
26	**LTE08**	BUILDING ENTRY [GROUND FLOOR]	**A CUSTOM LIGHT** [ALLOW 100 WATTS] BY "AURA CUSTOM LIGHTING", "YELLOW GOAT", OR "GRENSHAW"
27	**LTE08A**	BUILDING FASCIA [GROUND FLOOR]	**SONNEMAN A WAY OF LIGHT** Jazz Notes LED Sconce
28	**LTE09**	EXTERIOR TREE	**BEGA-US** 77 019 REMOTE LED DRIVER
29	**LTE10**	EXTERIOR PLANTER	**BK LIGHTING** MICRO NITE STAR: MN LED E68 FL _ 12 11 B 360SL MOUNTING STAKE WITH REMOTE MLV POWER SUPPLY
30	**LTE11**	BUILDING CROWN	**LUMENPLUSE** LOG-ASHRAE-__-__-30K-10x10-SAM-BK-DIM-ETE
31	**LTE12**	EXTERIOR TERRACE and LOGGIA	**BEGA-US** 33053-K3-BLK
32	**LTE13**	PORTE COCHERE	**MODERN FORMS** KRIMP WS-W70536 3000K BK 14W

33	**LTE14**	PORTE COCHERE	**AXIS LIGHTING** SK2R CIR 800LM/FT 90 30 SO W UNV DP 1 DS
34	**LTE15**	PORTE COCHERE	**Q TRAN** KURV-SW WSC WET 30 6.0HE ENC/TL WH WITH REMOTE DRIVER
35	**J**	Stairwells	**Oracle Lighting** 4-OSL-LED-4200LM-DIM10-MVOLT-35K-85-0-EMG-LED-FS-555

(q) Garages and parking areas:

a. No parking is required per NYC zoning resolution, however 8 parking spaces are permitted for accessory use, per NYC zoning resolution.
b. Enclosed at the ground floor, the automated parking system, is site specific and custom manufactured by Volley or equal
c. The automated parking system will store each car on a Tray which is transported as needed by an AGV (autonomous Guided Vehicle.
d. Passengers exit the vehicle in a single accessible Parking Bay so, effectively, all of the parking is accessible.
e. Parking patrons secure and turn off their vehicle in the Parking Bay, so no vehicles are operating and no engine exhaust is generated in the garage interior.
f. The Parking Bay is equipped with two overhead roll up doors, a Patron Entry Door on the Porte Cochere side through which patrons and driven vehicles enter and exit, and a System Interior Door through which AGVs carrying Trays and vehicles as needed enter and exit. The Patron Entry Door is only opened when the System Interior Door is closed and the Parking Bay is safe for patron entry, and the System Interior Door only opens when the Patron Entry Door is closed and the Parking Bay unoccupied. This prevents parking patrons from ever having access to the garage interior or being exposed to moving machinery.
g. The garage interior is classified as uninhabited space, accessed only periodically by maintenance personnel.
h. Exhaust rate and associated ventilation air make-up to the garage is governed by in space Carbon Monoxide System
i. The parking garage will be protected by a dry-pipe sprinkler system.
j. The automated parking system will receive a connection from the building fire alarm control system, and will perform a controlled emergency stop of all system operations upon receipt of an alarm signal from the fire alarm control system.
k. The chart below lists the maximum vehicle sizes (length and height) that can be accommodated in the automated parking garage.

Number of Parking Spaces	Maximum Vehicle Length	Maximum Vehicle Height	Maximum Vehicle Width
6	19'-0"	98"	87”
2	17'-3"	98"	87”

l. The maximum as parked vehicle weight for each parking space is 7,000 lbs.

(r) Swimming pool(s): One (1) common heated swimming pool will be located on Level 24.

a. Pool is constructed of stainless steel with a tile finish.
b. The Indoor Pool is 40'-0" long by 15'-0" wide with depths ranging from 3'-0" to 3'-6" deep
c. The maximum amount of people permitted in the pool at one time is twenty-five (25) people
d. The maximum amount of people permitted in the pool and the pool deck is thirty-six(36) people
e. The pool deck and natatorium walls are finished with porcelain tiles
f. The pool has a water filtration and sanitizing system operating at 100 gallons per minute. Surface skimming is provided by two (2) skimmers. Filtration is provided with a fiberglass reinforced vinyl ester resin commercial high rate sand filter and a cast-iron recirculation pump. Sanitation is provided with a PVC Ultraviolet Disinfection system and calcium hypochlorite feed system. The pool water is brought to 80 degrees F with a stainless steel plate and frame heat exchanger

(s) *Tennis courts, playgrounds and recreation facilities:*

(1) Tennis courts: None.

(2) Playgrounds: None.

(3) Other recreation facilities:

Cellar Amenities: Resident Storage.

Level 24: Pool, Sauna, Rest Rooms, Media Room, Lounge, and Outdoor Loggia.

Outdoor loggia furniture to include 2 outdoor dining tables, 12 outdoor dining chairs, 1 outdoor sofa, 1 outdoor coffee table, 4 outdoor lounge chairs, 2 outdoor side tables.

Level 25: Fitness center, Yoga Studio, Kids Room

Fitness cellar includes 2 ellipticals, 2 treadmills, 1 stairmaster, 2 exercise bikes, 1 HIIT rower, 1 HIIT bike, 1 dual cable cross, 1 lat high/low row, 1 chest press, 1 setaeed row, 1 leg extension, 1 prone leg curl, 1 leg press, 1 2-bay suspension rack, 1 1-bay streamline, 1 stretching mat, 1 3 tier dumbbell ra ck, 1 Smith machine, 1 back extension, 1 adjustable bench.

(t) *Permits and certificates.*

"Inspections" shall be interpreted to mean recurring inspections to be done after the building is in operation. List type of inspection, authority inspecting and duration of approval once obtained. Include all compactors, boilers, elevators, etc. In New York City include Department of Air Resources, Elevator Safety, Boiler Safety, Fire Department and Buildings Department permits.] TBD

(u) *Violations.* None. If any violations arise, the sponsor will cure them.

(v) *Unit information.*

Specify the number of units inspected.

Specify the number of units inspected.

There are seventy-three (73) Residential Units to be inspected.

Specify Unit designations for each typical Unit or line of Units including the number and type of rooms.

"Plus" designated Units represents a Unit where an additional room/study/alcove is provided.

5 1-bedroom Units
19 2-bedroom Units
25 3-bedroom Units
20 4-bedroom Units
2 5-bedroom-plus duplex Unit
1 6-bedroom-plus penthouse Unit
1 5-bedroom-plus duplex penthouse Unit

Unit 3A
4-Bedroom Unit, with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
8 Closets
1 Walk-in Closet
2 Linen Closet

Unit 3B
2-Bedroom Unit, with the following types of rooms:

1 Primary Bedroom
1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathroom
1 Powder Room
1 Washer/Dryer Closet
1 Walk-in Closet
3 Closets
1 Linen Closet

Apartment 3C
2-Bedroom Unit, with the following types of rooms:

1 Primary Bedroom
1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathroom
1 Powder Room
1 Laundry Room
3 Walk-in Closets
1 Closets

Unit 4-6A
4-Bedroom Units, with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
7 Closets
1 Walk-in Closet
1 Linen Closet

Unit 4-5B, 8B
2-Bedroom Units, with the following types of rooms:

1 Primary Bedroom
1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathroom
1 Powder Room
1 Washer/Dryer Closet
1 Walk-in Closet
3 Closets

Unit 4-8C
1-Bedroom Units, with the following types of rooms:

1 Primary Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathroom
1 Washer/Dryer Closet
2 Closet
1 Walk-in Closet
1 Linen Closet

Unit 4-5D

3-Bedroom Units, with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Washer/Dryer Closet
2 Walk-in Closets
5 Closets
1 Linen Closet

Unit 6-8D

3-Bedroom Units, with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Washer/Dryer Closet
2 Walk-in Closets
5 Closets
1 Linen Closet

Unit 6B-7B

2-Bedroom Units, with the following types of rooms:

1 Primary Bedroom
1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathroom
1 Powder Room
1 Washer/Dryer Closet
1 Walk-in Closet
2 Closets

Units 7-8A

3-bedroom Units with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
5 Closets
1 Walk-in Closet

Unit 9A
4-bedroom Unit with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
3 Bathrooms
1 Powder Room
1 Laundry Room
3 Closets
3 Walk-in Closet
1 Linen Closet
1 Terrace
1 Mechanical Closet

Unit 9B
3-bedroom Unit with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Washer/Dryer Closet
5 Closets
1 Walk-in Closet
1 Terrace
1 Mechanical Closet

Units 10-16A
2-bedroom Units with the following types of rooms:

1 Primary Bedroom
1 Bedrooms
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathrooms
1 Powder Room
1 Washer/Dryer Closet
2 Closets
1 Walk-in Closet
1 Mechanical Closet

Units 10-16B
2-bedroom Units with the following types of rooms:

1 Primary Bedroom
1 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
1 Bathrooms
1 Powder Room
1 Washer/Dryer Closet
2 Closets
1 Walk-in Closet
1 Mechanical Closet

Unit 10-15C
3-bedroom Units with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Washer/Dryer Closet
4 Closets
1 Walk-in Closet
1 Mechanical Closet

Unit 16C
3-bedroom Unit with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Washer/Dryer Closet
4 Closets
1 Walk-in Closet
1 Mechanical Closet

Unit 17-21A
4-bedroom Units with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom

3 Bathrooms
1 Powder Room
1 Laundry Room
5 Closets
1 Walk-in Closets
1 Mechanical Closet

Unit 17B
3-bedroom Unit with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
4 Closets
1 Walk-in Closets
1 Mechanical Closet

Unit 18-21B
3-bedroom Units with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
4 Closets
1 Walk-in Closets
1 Mechanical Closet

Unit 26A
4-bedroom Units with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
3 Bathrooms
1 Powder Room
1 Laundry Room
6 Closets
1 Walk-in Closet
1 Mechanical Closet

Unit 27-31A
4-bedroom Units with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
3 Bathrooms
1 Powder Room
1 Laundry Room
5 Closets
1 Walk-in Closet
1 Mechanical Closet

Unit 26B
3-bedroom Units with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
5 Closets
1 Walk-in Closet
1 Linen Closet
1 Mechanical Closet

Unit 27-31B
3-bedroom Units with the following types of rooms:

1 Primary Bedroom
2 Bedrooms
1 Foyer
1 Living Room/ Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
4 Closets
1 Walk-in Closet
1 Linen Closet
1 Mechanical Closet

Units PH3 and PH4

5-bedroom-plus Duplex Units on Floors 32-33 and 34-35 with the following types of rooms:

1 Primary Bedroom
4 Bedrooms
1 Foyer
1 Living Room/Dining Room
1 Kitchen
1 Family/Media Room
1 Primary Bathroom
3 Bathrooms
1 Powder Room
1 Laundry Room
5 Closets
3 Walk-in Closets
1 Interior Stair
1 Loggia
1 Mechanical Closet

Units 32B
4-bedroom Unit with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Foyer
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
4 Closets
2 Walk-in Closets
1 Linen Closet
1 Mechanical Closet

Units 33-35B
4-bedroom Units with the following types of rooms:

1 Primary Bedroom
3 Bedrooms
1 Foyer
1 Living Room/Dining Room
1 Kitchen
1 Primary Bathroom
2 Bathrooms
1 Powder Room
1 Laundry Room
5 Closets
2 Walk-in Closets
1 Linen Closet
1 Mechanical Closet

Unit PH2
6-bedroom-plus Penthouse Unit at the Floor 36 with the following types of rooms:

1 Primary Bedroom
5 Bedrooms
1 Foyer
1 Living Room/Dining Room
1 Kitchen
1 Den
1 Pantry
2 Primary Bathrooms
5 Bathrooms
1 Powder Room
1 Laundry Room
6 Closets
5 Walk-in Closets
1 Linen Closet
1 Dressing Area
1 Loggia
1 Mechanical Closet
1 Vestibule

Unit PH1
5-bedroom-plus Penthouse Duplex Unit at the Floors 37 and 38 with the following types of rooms:

1 Primary Bedroom
4 Bedrooms
1 Foyer
1 Vestibule
1 Living Room/Dining Room
1 Kitchen
2 Den
1 Sitting Area
1 Library
1 Primary Bathroom
3 Bathrooms
1 Powder Room
1 Laundry Room
7 Closets
1 Linen Closet
3 Walk-in Closets
1 Dressing Area
1 Interior Stair
4 Terraces
2 Mechanical Closet

Each room is calculated per spatial functions as described in the NYC Building Code.

For lofts, give useable residential space in square feet. N/A, there are no lofts in this project.

(1) Type and grade of finish material in unit:

All finishes are new.

Paint - 2 coats over primer base coat. The Primer / sealers to be compatible with surface substrates and compatible with topcoat paint manufacturer.

No carpet is provided within units.

Finish schedule:

SPACE	FLOOR	WALL	CEILING
ENTRY CORRIDOR	WDF	PAINTED GWB	PAINTED GWB
LIVING/DINING	WDF	PAINTED GWB	PAINTED GWB OR COVER COAT AND PAINTED CONCRETE CEILING
KITCHEN	WDF	PAINTED GWB	PAINTED GWB
POWDER ROOM	ST	ST AND PAINTED GWB	PAINTED MRGB
SECOND BATHROOM	TILE	TILE AND PAINTED GYB	PAINTED MRGB
PRIMARY BATHROOM	ST	ST	PAINTED MRGB
BEDROOMS	WDF	PAINTED GWB	PAINTED GWB OR COVER COAT AND PAINTED CONCRETE CEILING
WASHER/DRYER CLOSET	TILE	PAINTED GWB	PAINTED GWB
CLOSET(S)	WDF	PAINTED GWB	PAINTED GWB
DEN/DINING	WDF	PAINTED GWB	PAINTED GWB
FOYER	WDF	PAINTED GWB	PAINTED GWB
WIC	WDF	PAINTED GWB	PAINTED GWB

The Wood Flooring warranty is three (3) year labor and material from substantial completion of their work.

(2) Presence, type and condition of all bathroom fixtures, or approved equal:

All bathroom fixtures are new; refer to fixture specification below.
Bathroom showers have a custom shower door with custom glass partitions.

FAUCET - PRIMARY BATHROOMS	WATERWORKS: BOND SOLO SERIES LAVATORY FAUCET W/ STRAIGHT LEVER HANDLES, 1.2GPM, BLS120, POLISHED NICKEL	Or Comparable
FAUCET - SECONDARY BATHROOMS	KOHLER: KALLISTA ONE NAZARE SINK FAUCET,LOW SPOUT W/ TWO HANDLES, 1.2GPM, P23320-LV, POLISHED NICKEL	Or Comparable
FAUCET - POWDER ROOMS	WATERWORKS: BOND SOLO SERIES ONE HOLE LAVATORY FAUCET W/ STRAIGHT	Or Comparable

	LEVER HANDLE, 1.2 GPM, BLS490, DARK NICKEL	
TOILET - ALL BATHROOMS	KOHLER: REACH ONE PIECE COMPACT ELONGATED TOILET WITH SKIRTED TRAPWAY, 1.28 GPF, K-78080-0, White	Or Comparable
TOILET - POWDER ROOMS	KOHLER: K-31539 VEIL WALL-HUNG COMPACT ELONGATED TOILET, DUAL FLUSH, WHITE	Or Comparable
SHOWER TRIM - PRIMARY BATHROOMS	WATERWORKS: BOND UNION SERIES INTEGRATED THERMOSTATIC AND THREE WAY DIVERTER TRIM WITH GUILLOCHE LINK KNOB AND LEVER HANDLES IN NICKEL, BTH52C, POLISHED NICKEL	Or Comparable
SHOWER TRIM - SECONDARY BATHROOMS	WATERWORKS: BOND SOLO SERIES ROUND THERMOSTATIC CONTROL VALVE TRIM WITH STRAIGHT LEVER HANDLE IN NICKEL, TO BE USED W/ BOND SOLO SERIES 3-WAY DIVERTER TRIM, POLISHED NICKEL	Or Comparable
HAND SHOWER – APARTMENT BATHROOMS	WATERWORKS: BOND HANDSHOWER ON HOOK 1.75GPM, BHS001, POLISHED NICKEL	Or Comparable
SINK – POWER ROOM	NATIVE TRAIL; PRECIOUS METALS BLISS 16" CIRCULAR FIRECLAY VESSEL BATHROOM SINK, PML1616-M, GUNMETAL	Or Comparable
SINK – SECONDARY BATHROOMS	KOHLER: KATHRYN UNDERMOUNT RECTANGULAR FLAT BOTTOM VITREOUS CHINA LAVATORY 23 7/8" X 15 5/8" X 6 1/4", WHITE	Or Comparable
SINK – PRIMARY BATHROOMS	WATERWORKS: MANCHESTER UNDERMOUNT RECTANGULAR FLAT BOTTOM VITREOUS CHINA LAVATORY GLAZED 22 1/8" X 16 3/16" X 5 15/16", WHITE	Or Comparable
SINK – PRIMARY BATHROOMS At 1 BEDROOM UNITS ONLY	KOHLER: KATHRYN UNDERMOUNT RECTANGULAR FLAT BOTTOM VITREOUS CHINA LAVATORY 23 7/8" X 15 5/8" X 6 1/4", WHITE	Or Comparable

SHOWERHEAD	WATERWORKS: BOND 6" SHOWERHEAD WITH 8" WALL MOUNTED 45 DEGREE SHOWER ARM 1.75GPM, BNS265, POLISHED NICKEL	Or Comparable
RAIN SHOWERHEAD	WATERWORKS: BOND 10" RAIN SHOWERHEAD WITH 6" CEILING MOUNTED SHOWER ARM 1.75GPM, BNS200, POLISHED NICKEL	Or Comparable
BATH TUB – SECONDARY BATHROOMS	WATERWORKS: CLASSIC 60" X 31" X 18" RECTANGULAR BATHTUB IN GLOSSY WHITE WHITE W/ POP-UP DRAIN UNW051	Or Comparable
FREESTANDING BATH TUB – SELECT PRIMARY BATHROOMS	WATERWORKS: STYLI SERIES 66" X 32" X 24" FREESTANDING ACRYLIC OVAL BATHTUB, STBT66, DOUBLE ENDED TUB AND CENTER DRAIN LOCATION, GLOSSY WHITE	Or Comparable
BATH TUB SPOUT	WATERWORKS: BOND WALL MOUNTED TUB SPOUT, BTS001, POLISHED NICKEL	Or Comparable
SHOWER LINEAR DRAIN	EASYDRAIN: LINEAR SHOWER DRAIN, MODULO STONE FLEX, WALL TO WALL CUSTOM LENGTH, TO BE COVERED W/ SPECIFIED STONE OR TILE FLOORING, TYP.	Or Comparable

(3) Presence, type and condition of kitchen and laundry equipment:

Kitchen Cabinets, or approved equal are wood veneered upper door cabinets or wood veneer lower cabinets with integrated appliances with stone countertops and backsplash. Island is finished wood with and stone countertop

All kitchen and laundry fixtures are new; refer to fixture specification below.

Kitchen Type K-3A
Unit 3-6A
Total Units: 4

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable

24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" UNDERCOUNTER WINE STORAGE	MIELE KWT6322UG	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-3B
Unit 3-8B
Total Units: 6

36” REFRIGERATOR/FREEZER	MIELE KF 2902 VI, w/ CUSTOM PANEL	Or Comparable
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable

KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-3C
Unit 3-8C
Total Units: 6

30” REFRIGERATOR/FREEZER	MIELE KFN 9855, w/ CUSTOM PANEL	Or Comparable
30" INDUCTION COOKTOP	MIELE KM 7730FR	Or Comparable
24" SPEED OVEN	MIELE H7240BM	Or Comparable
30" CONVECTION OVEN	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
30” HOOD	MIELE DAR 1120, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER,	Or Comparable

	PFD95ESPTDS, CARBON GRAPHITE	

Kitchen Type K-3D
Unit 4-8B
Total Units: 5

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" UNDERCOUNTER WINE STORAGE	MIELE KWT6322UG	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-6A
Unit 7-8A
Total Units: 2

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable

18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" WINE STORAGE	MIELE KWT2602VI	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-8A
Unit 9A
Total Units: 1

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable

24" WINE STORAGE	MIELE KWT2602VI	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-9A
Unit 11-12A, 14-16A
Total Units: 6

36” REFRIGERATOR/FREEZER	MIELE K 2902 VI, w/ CUSTOM PANEL	Or Comparable
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" UNDERCOUNTER WINE STORAGE	MIELE KWT6322UG	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable

KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-9B
Unit 11-12B, 14-16B
Total Units: 6

36” REFRIGERATOR/FREEZER	MIELE K 2902 VI, w/ CUSTOM PANEL	Or Comparable
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER,	Or Comparable

	PFD95ESPTDS, CARBON GRAPHITE	

Kitchen Type K-9C
Unit 9B, 11-12B, 14-16B
Total Units: 7

36” REFRIGERATOR/FREEZER	MIELE K 2902 VI, w/ CUSTOM PANEL	Or Comparable
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" UNDERCOUNTER WINE STORAGE	MIELE KWT6322UG	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-23A
Unit 17A-21A, 25-31A
Total Units: 11

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	

36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER (2)	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" WINE STORAGE	MIELE KWT2602VI	Or Comparable
36" HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29" STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-23B
Unit 17A-21B, 25-31B
Total Units: 11

30" REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18" FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" UNDERCOUNTER WINE STORAGE	MIELE KWT6322UG	Or Comparable

36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-30A
Unit PH3, PH4
Total Units: 2

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER (2)	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" WINE STORAGE	MIELE KWT2602VI	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable

KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type K-30B
Unit 32-35B
Total Units: 4

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" WINE STORAGE	MIELE KWT2602VI	Or Comparable
24" UNDERCOUNTER WINE STORAGE	MIELE KWT6322UG	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM	Or Comparable

	WASHER, PFW950SPTDS, CARBON GRAPHITE	
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type 34A
Unit PH2
Total Units: 1

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
42" INDUCTION COOKTOP	MIELE KM7755FL	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER (2)	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" UNDERCOUNTER WINE STORAGE (2)	MIELE KWT6322UG	Or Comparable
46” HOOD	MIELE DA 2628, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

Kitchen Type 35A
Unit PH1

Total Units: 1

30” REFRIGERATOR	MIELE K 2802 VI, w/ CUSTOM PANEL	Or Comparable
18” FREEZER	MIELE F 2412 VI, w/ CUSTOM PANEL	
36" INDUCTION COOKTOP	MIELE KM7740FR	Or Comparable
30" SPEED OVEN	MIELE H7270BM	Or Comparable
30" CONVECTION OVEN (2)	MIELE H7280BP	Or Comparable
24" DISHWASHER (2)	MIELE G5056 SCVI w/ CUSTOM PANEL	Or Comparable
24" WINE STORAGE	MIELE KWT2602VI	Or Comparable
36” HOOD	MIELE DA 2698, TO BE CUSTOM CLADDED W/ METAL PANEL	Or Comparable
KITCHEN SINK	KOHLER 29” STRIVE UNDERMOUNT K-5409, STAINLESS STEEL. TO BE USED WITH SINK DRAIN AND STRAINER K-8799.	Or Comparable
KITCHEN FAUCET	WATERWORKS BKM120, POLISHED NICKEL	Or Comparable
GARBAGE DISPOSAL	INSINKERATOR BADGER 5 FOOD WASTE DISPOSER, CONTINUOUS FEED, ½ HP	
WASHER	GE PROFILE 5.3 CU.FT. FRONT LOAD STEAM WASHER, PFW950SPTDS, CARBON GRAPHITE	Or Comparable
DRYER	GE PROFILE 7.8 CU FT. CAPACITY FRONT LOAD ELECTRIC DRYER, PFD95ESPTDS, CARBON GRAPHITE	Or Comparable

(i)

STORAGE UNITS:

Resident storage units are located in the cellar.

UNIT No.	Location	Floor Area	Height	Accessible
1	Cellar	16 SF	10’-0”	
2	Cellar	16 SF	10’-0”	
3	Cellar	16 SF	10’-0”	

4	Cellar	16 SF	10’-0”	
5	Cellar	57 SF	10’-0”	
6	Cellar	16 SF	10’-0”	
7	Cellar	71 SF	10’-0”	
8	Cellar	16 SF	10’-0”	
9	Cellar	16 SF	10’-0”	
10	Cellar	16 SF	10’-0”	
11	Cellar	52 SF	10’-0”	
12	Cellar	47 SF	10’-0”	Y
13	Cellar	25 SF	10’-0”	
14	Cellar	31 SF	10’-0”	
15	Cellar	31 SF	10’-0”	

NOTE: Clear heights shown for storage units are to bottom of structure above. within that height, there may be sprinkler or plumbing pipes.

FINISH SCHEDULE:
(w) *Finish schedule of spaces other than units.*

All finishes are new.

Paint - 2 coats over primer base coat. The Primer / sealers (manufacturer TBD) to be compatible with surface substrates and compatible with topcoat paint manufacturer.

Finish schedule: see chart below.

SPACE	FLOOR	WALL	CEILING
CELLAR			
SEWER ROOM	CONC	PAINTED	SEALED CONCRETE
GAS METER ROOM	CONC	PAINTED	SEALED CONCRETE
MDF ROOM	CONC	PAINTED	SEALED CONCRETE
FIRE PUMP ROOM	CONC	PAINTED	SEALED CONCRETE
MAIN ELECTRICAL SWITCHBOARD ROOM	CONC	PAINTED	SEALED CONCRETE
ATS ROOM	CONC	PAINTED	SEALED CONCRETE
FA/ATS CLOSET	CONC	PAINTED	SEALED CONCRETE
ARC CLOSET	CONC	PAINTED	SEALED CONCRETE
STORAGE	VCT	PAINTED	ACT
COMPACTOR ROOM	CONC	PAINTED	SEALED CONCRETE
STORAGE	VCT	PAINTED	SEALED CONCRETE
BIKE ROOM	VCT	PAINTED	SEALED CONCRETE
SUPERINTENDENT	VCT	PAINTED	ACT
MAINTENANCE/SUPERINTENDENT	VCT	PAINTED	ACT

BATHROOM	PT	PAINTED	PAINTED GWB
ELEV. MACHINE ROOM	CONC	PAINTED	PAINTED GWB
JANITOR'S CLOSET	PT	PT/PAINTED	PAINTED GWB
STORAGE	CONC	PAINTED	PAINTED GWB
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
CORRIDOR	CONC	PAINTED	PAINTED CONCRETE
FLOOR 1			
VESTIBULE A	ST	ST/WP/MT	PAINTED GWB
LOBBY	ST	ST/WP/MT	SF/WP
SEATING AREA	ST	ST/WP/MT	WP
CORRIDOR	ST	ST/WP/MT	WP
MAILBOX	ST	WC, MT, & SF	WP
PACKAGE ROOM	PT	PAINTED	PAINTED GWB
BOH CORRIDOR	PT	PAINTED	PAINTED GWB
VESTIBULE B	ST	PAINTED/MT	PAINTED GWB
LOBBY BATHROOM	ST	PT	PAINTED GWB
PORTE COCHERE	CONC	ST/BK	SF
PARKING BAY	NY MFR	BY MFR	SEALED CONCRETE
VEHICLE STORAGE	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
FLOOR 3 – MECHANICAL and RESIDENTIAL			
MECHANICAL ROOM	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED
FLOOR M1 – MECHANICAL (REFER TO UNITS FINSIHES ABOVE FOR RESIDENTIAL AREAS)			
CORRIDOR	CONC	PAINTED	PAINTED CONCRETE
ELECT CLOSET	CONC	PAINTED	PAINTED CONCRETE
TRASH ROOM	PT	PAINTED	PAINTED CONCRETE
HOT WATER HEATER ROOM,	CONC	PAINTED	PAINTED CONCRETE
AHU ROOM	CONC	PAINTED	PAINTED CONCRETE
POOL EQUIPMENT ROOM	CONC	PAINTED	PAINTED CONCRETE
MECHANICAL ROOM	CONC	PAINTED	PAINTED CONCRETE
ELECTRICAL ROOM	CONC	PAINTED	PAINTED CONCRETE
ATS ROOM	CONC	PAINTED	PAINTED CONCRETE
GENERATOR ROOM	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
FLOOR 24 – AMENITY			
CORRIDOR	ST	WC, & SF	PAINTED GWB
POOL	PT	ST & PT	MT/ACT
SAUNA	SAU	SAU	SAU
POOL STORAGE	PT	PAINTED	PAINTED GWB
MEDIA ROOM	CPT	WC	SF/PAINTED GWB
LOUNGE	WDF	WC & SF	SF/PAINTED GWD
RESTROOM A	PT	PT & PAINT	PAINTED GWD
RESTROOM B	PT	PT & PAINT	PAINTED GWD
RESTROOM C	PT	PT & PAINT	PAINTED GWD

VESTIBULE C	PT	PT	PAINTED GWD
VESTIBULE D	PT	PT	PAINTED GWD
TRASH ROOM	PT	PAINTED	PAINTED GWB
ELECTRICAL CLOSET	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
FLOOR 25– AMENITY			
CORRIDOR	ST	ST, WC & SF	PAINTED GWB
FITNESS	RF	GL, PL, & PAINT	PAINTED GWB
YOGA STUDIO	RF	GL, PL, & PAINT	PAINTED GWB
TREATMENT ROOM	RF	PAINTED	PAINTED GWB
KIDS ROOM	CPT	PL & PAINTED	PAINTED GWB & ACT
RESTROOM D	PT	PT/PAINTED	PAINTED GWB
RESTROOM E	PT	PT/PAINTED	PAINTED GWB
TRASH ROOM	PT	PAINTED	PAINTED GWB
ELECTRICAL ROOM	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
FLOOR M2			
ELEVATOR LOBBY	CONC	PAINTED	PAINTED CONCRETE
MECHANICAL ROOM	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
FLOOR M3			
CORRIDOR	CONC	PAINTED	PAINTED CONCRETE
FIRE PUMP ROOM	CONC	PAINTED	PAINTED CONCRETE
ATS ROOM	CONC	PAINTED	PAINTED CONCRETE
ELECTRICAL ROOM	CONC	PAINTED	PAINTED CONCRETE
BOILERL ROOM	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE
FLOOR M4 – EMR			
ELEVATOR MACHINE ROOM	CONC	PAINTED	PAINTED CONCRETE
STAIR A, B	CONC	PAINTED	PAINTED CONCRETE

ABBREVIATIONS FOR FINISHES

CONC - CONCRETE WITH SLIP-RESISTIVE FINISH
BK- BRICK
GB- GYPSUM BOARD
ACT- ACOUSTICAL TILE CEILING
MT- METAL
RTF- RESILIENT TILE FLOORING
RF- RESILIENT SHEET FLOORING
SF- SPECIAL FINISH
ST- STONE
PT- PORCELAIN TILE
TFT- TERRAZZO FLOOR TILE
VCT- VINYL SHEET FLOORING
WC- WALL COVERING
WDF- WOOD FLOORING – 7” W x ¾” THICK ENGINEERED EUROPEAN OAK
WP- WOOD PANEL

PL- PLASTIC LAMINATE VENEERS

Paint - 2 coats over primer base coat. The Primer / sealers (manufacturer TBD) to be compatible with surface substrates and compatible with topcoat paint manufacturer.

(y) *Safety and warning devices.*

Residential Unit Smoke and Carbon Monoxide Detection System:

Each apartment will contain a combination carbon monoxide/smoke detector located inside all sleeping areas and within 15 feet outside of sleeping areas. The detector is wired to a 120-volt local power supply and is self-contained with its own sounding device. There is a central fire alarm within the building that consists of pull stations at the exits as well as flow tamper devices on the fire sprinkler system. The central panel is located in the Cellar with a remote annunciation panel in the management office. The Cellar fire alarm room also contains a control panel for fan shut down which is accomplished via duct mounted smoke detectors and shut down relays.

(z) *Additional information required.*

(1) A site plan showing landscape features, roads, the outside dimensions of the building(s) and designated common areas, including recreation and refuse disposal areas, and all privately owned access roads. The site plan may be omitted if the building covers the entire lot.

(2) An area map showing the location of the condominium with respect to its surroundings, if the condominium is not located in a highly urban area.

N/A. The condominium is located in a highly urban area.

(3) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries.

Refer to attached unit floor plans.

Basis of Residential Unit measurements utilized:

Each Residential
“The approximate gross square foot area of each Unit has been measured horizontally on each of one or more floors from the exterior side of the exterior walls to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of corridor walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. Outdoor floor area of a terrace or loggia appurtenant to a Unit was not included in the Unit’s indoor floor area.

Measured vertically, each Unit will consist of the volume 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.”

(4) Floor to ceiling heights of units.

Basis of Residential Unit measurements utilized:

The ceiling heights are measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling above. Clearance between the tops of the concrete floor slabs and the undersides of the finished ceilings of the Residential Unit may vary between Residential Units and may not be uniformly consistent from room to room in a single Residential Unit. The variances in clearance may be due to the presence of beams, ducts, and other mechanical systems and may result from construction to accommodate necessary field conditions. Ceiling heights are estimates only.

At floors 3, typical approximate ceiling is 8’-5” at kitchens, 8’-5” at bathrooms, 8’-5” in closets; typical approximate ceiling varies from 10’-0” to 10’11” at bedrooms and living rooms.

At floors 4-5, typical approximate ceiling varies from 8’-1” to 8’-5” at kitchens, 8’-1” to 8’-5” at bathrooms, 8’-1” to 8’-5” in closets; typical approximate ceiling is 9’-10” at bedrooms and living rooms.

At floors 6-7, typical approximate ceiling varies from 8’-1” to 8’-5” at kitchens, 8’-1” to 8’-5” at bathrooms, 8’-5” in closets; typical approximate ceiling is 9’-10” at bedrooms and living rooms.

At floor 8, typical approximate ceiling is 8’-5” at kitchens, 8’-5” at bathrooms, 8’-5” in closets; typical approximate ceiling is 9’-10” at bedrooms and living rooms.

At floor 9, typical approximate ceiling is 8’-5” at kitchens, 8’-5” at bathrooms, 8’-5” in closets; typical approximate ceilings vary from 9’-4” – 9’-10” at bedrooms and living rooms.

At floors 10-15, typical approximate ceiling is 8’-5” at kitchens, 8’-5” at bathrooms, 8’-5” in closets; typical approximate ceiling is 9’-10” at bedrooms and living rooms.

At floors 16, typical approximate ceiling is 8’-5” at kitchens, 8’-5” at bathrooms, 8’-5” in closets; typical approximate ceiling varies from 8’-11” to 11’-0” at bedrooms and living rooms.

At floors 17-21, typical approximate ceiling is 9’-1” at kitchens, 8’-5” at bathrooms, and 9’-1” in closets; typical approximate ceiling varies from 10’-11” to 11’-0” at bedrooms and living rooms.

At floors 26-30, typical approximate ceiling is 9’-1” at kitchens, 8’-5” at bathrooms, and 9’-1” in closets; typical approximate ceiling varies from 10’-11” to 11’-0” at bedrooms and living rooms.

At floor 31, typical approximate ceiling is 9’-1” at kitchens, 8’-5” at bathrooms, and 9’-1” in closets; typical approximate ceilings vary from 9’-4” - 11’-0” at bedrooms and living rooms.

At floors 32-35, typical approximate ceiling is 9’-1” at kitchens, 8’-5” at bathrooms, and 10’-0", 9’-1”” in closets; typical approximate ceiling varies from 9-1” to 22’-10” at bedrooms and living rooms.

At floor 36, typical approximate ceiling is 13’-1” at kitchens, varies from 8’-5” to 8’-11” at bathrooms, and 10’-0” in closets; typical approximate ceilings 13’-1” at bedrooms and living rooms.

At floors 37 and 38, typical approximate ceiling is 13'-1" at kitchens, varies from 8'-5" to 8'-11" at bathrooms, and 10'-0" in closets; typical approximate ceilings vary from 13'-1" – 29'-9" at bedrooms and living rooms.

(5) Approximate total area of each unit.
Refer to attached unit floor plans referencing item (3) above.

(6) A master floor plan showing unit boundaries and the relationship of units to each other. The master floor plan may be omitted if the site plan clearly shows unit boundaries and appropriate unit designations.

Refer to attached unit floor plans for approximate areas.

(aa) N/A at this time.

(bb) *Further development*. N/A.

(cc) *Asbestos*. N/A.

(dd) *Lead-based paint*. N/A.

John Cetra, FAIA – Founding Principal

PLOT PLAN AND FLOOR PLANS

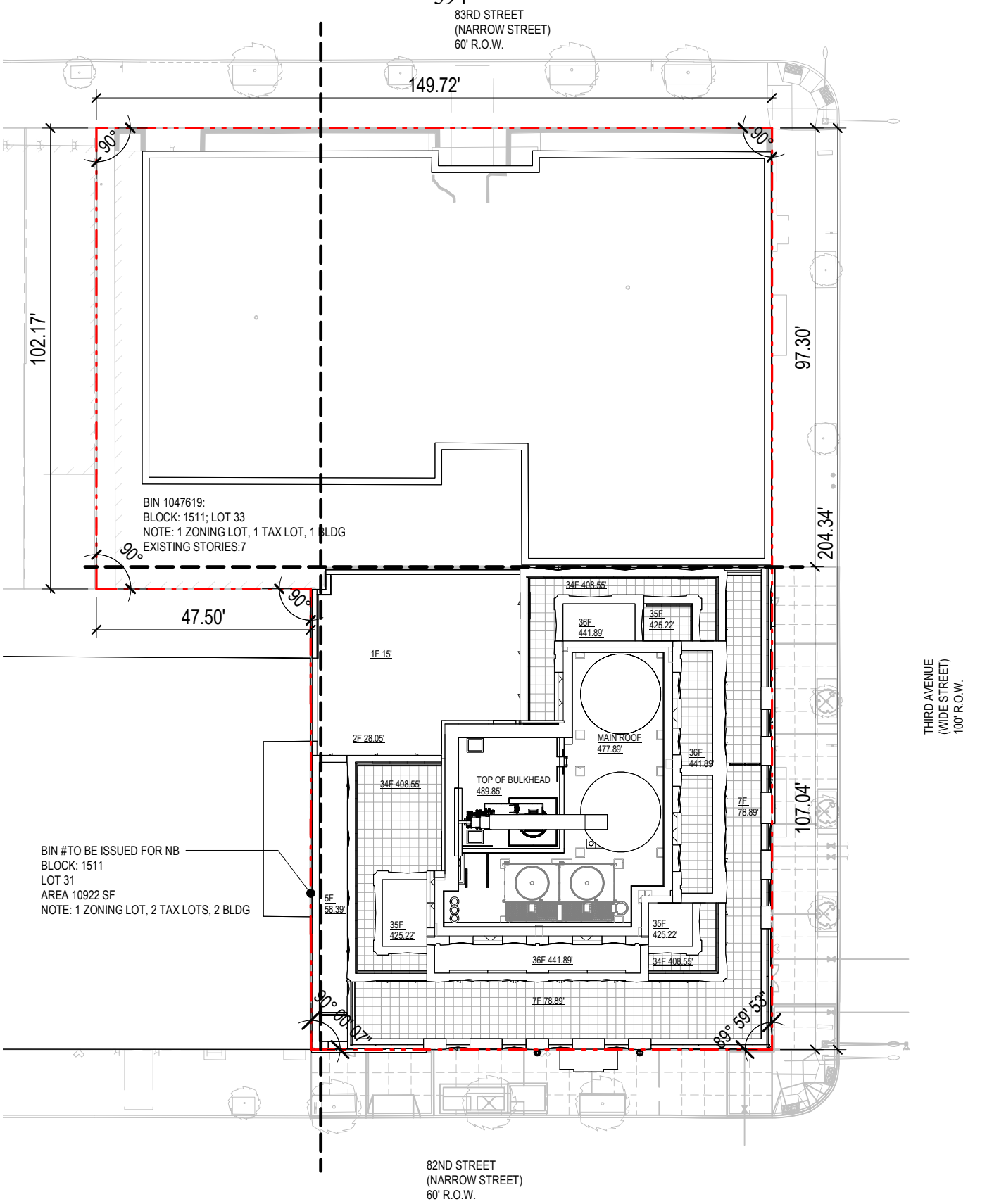
Please note that all dimensions are approximate.

The approximate gross square foot area for a Unit located on a floor with multiple Units, has been measured horizontally on each of one or more floors from the exterior side of the exterior walls to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of corridor walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units. Outdoor floor area of a balcony, loggia, terrace or roof terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

The approximate gross square foot area for a Unit located on a floor where it is the only Unit, is obtained by measuring the floor area of the Unit on one or more floors, horizontally from the exterior side of the exterior walls at the Building (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, public corridors, stairs, the elevator and other mechanical equipment spaces or any Common Elements within a Unit, if any, are not deducted) to the exterior side of the exterior walls or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows at the Building. Outdoor floor area of a balcony, loggia, terrace or roof terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

Measured vertically, each Unit will consist of the volume 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 gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these approximate gross square footages exceed the useable floor area of each Unit. Further, it is noted that due to the thickness of the exterior walls the actual floor area of a Unit shall be significantly less than the gross square footage set forth in Schedule A. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.



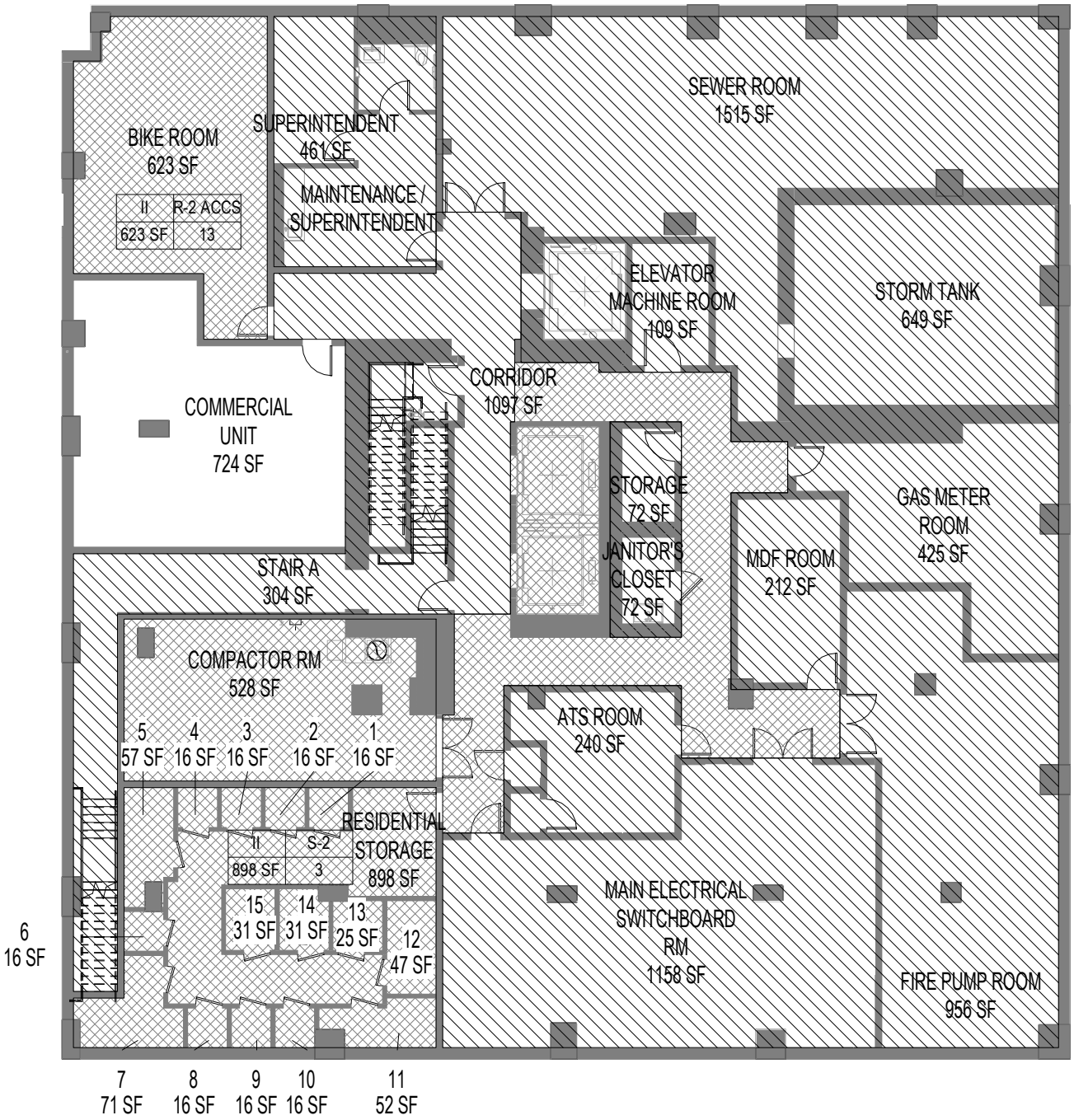
SITE PLAN

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

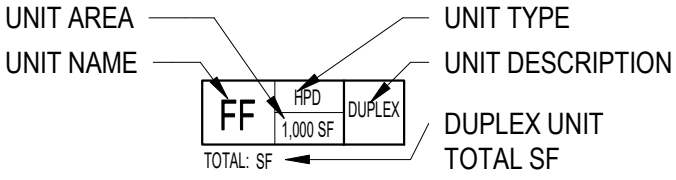


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_CELLAR

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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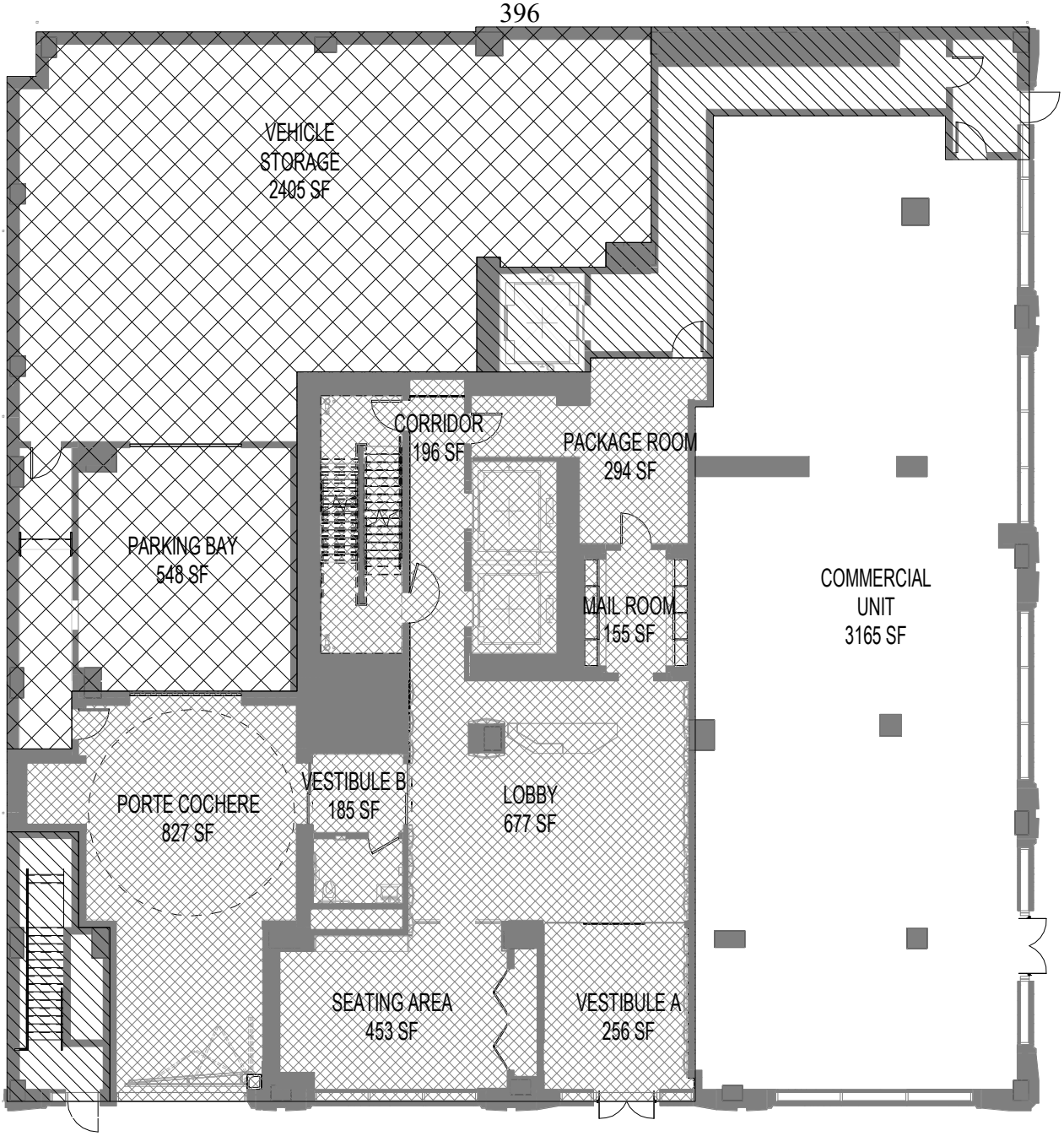
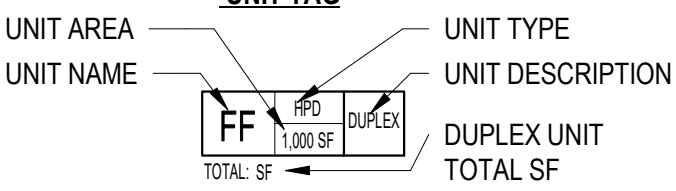


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_GROUND FLOOR

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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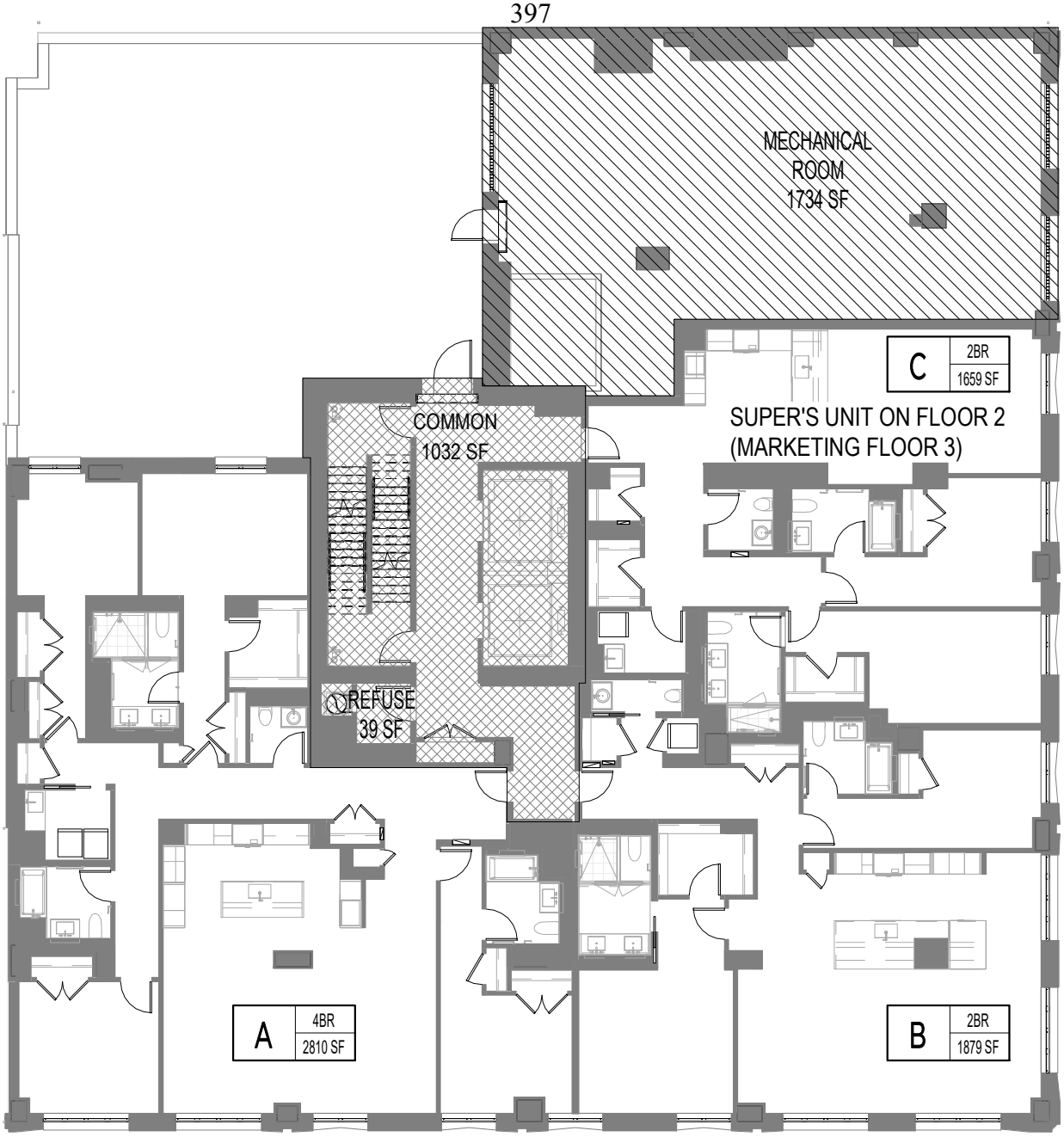

GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA — UNIT TYPE

UNIT NAME — UNIT DESCRIPTION

FF | HPD | DUPLEX

1,000 SF

TOTAL: SF — DUPLEX UNIT TOTAL SF

MASTER FLOOR PLAN_2ND FLOOR (MARKETING FLOOR 3)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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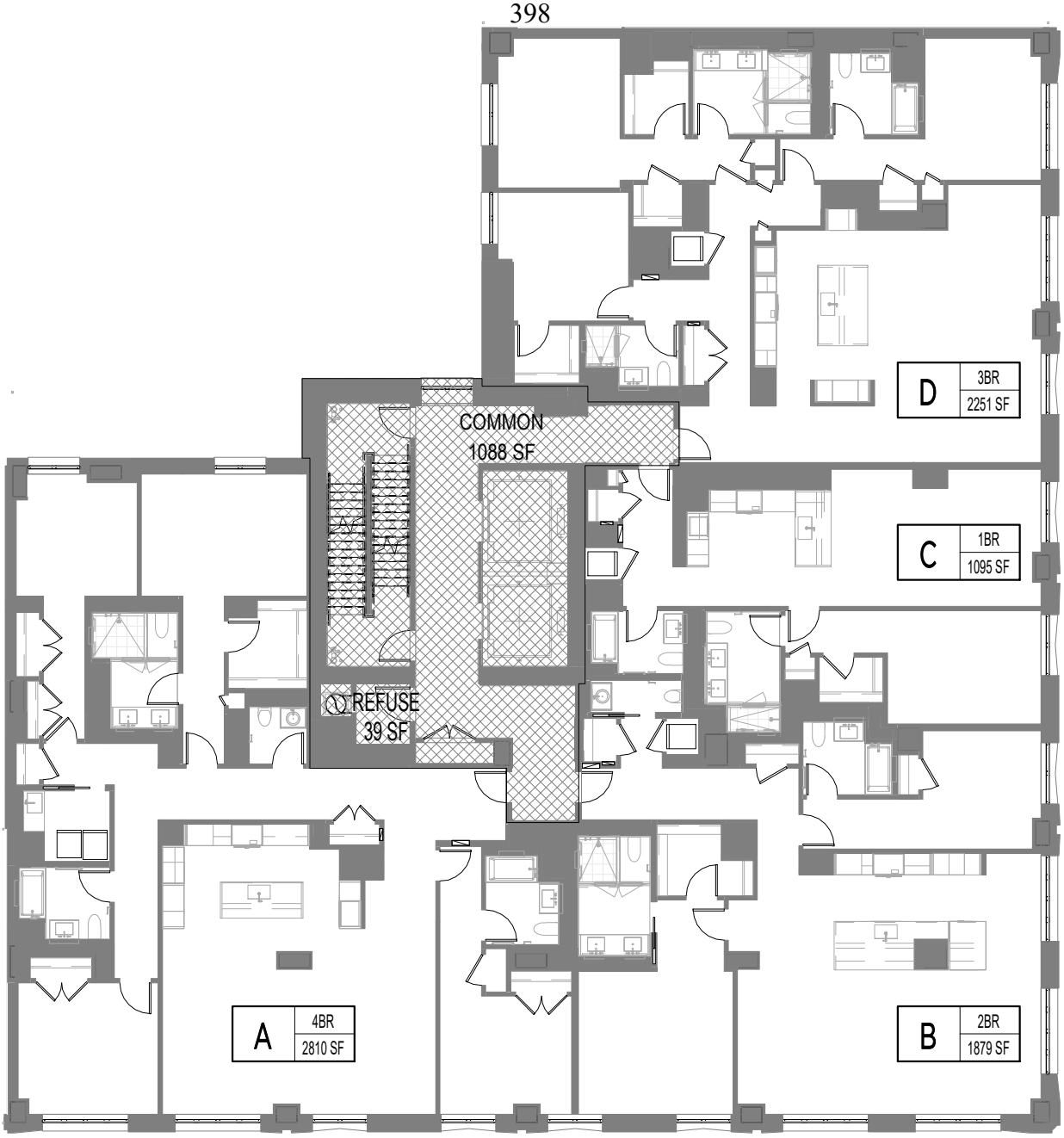


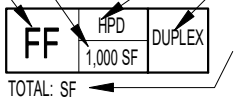
GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA
UNIT NAME
UNIT TYPE
UNIT DESCRIPTION
DUPLEX UNIT TOTAL SF



MASTER FLOOR PLAN_3RD FLOOR (MARKETING FLOOR 4)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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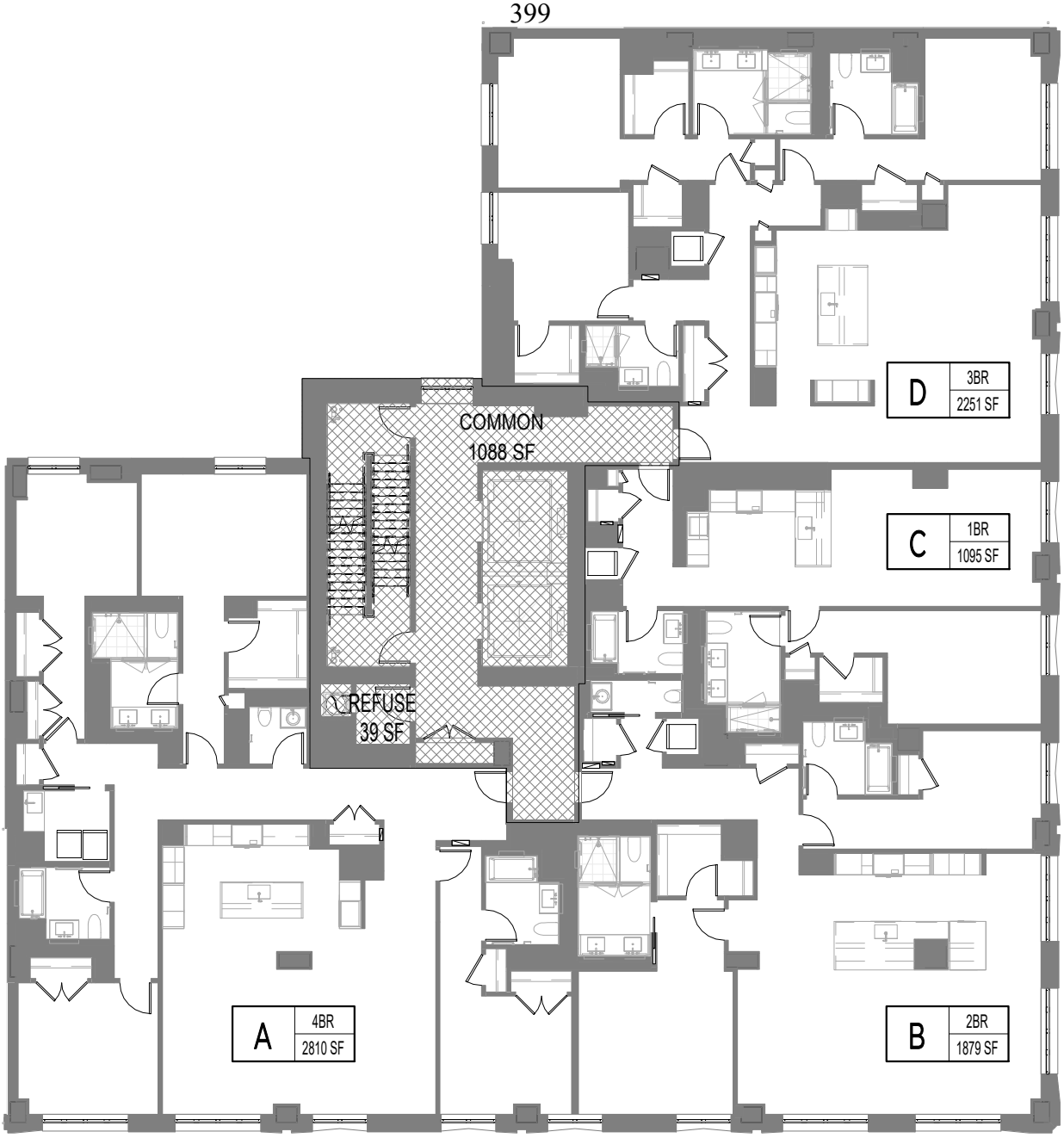

GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA
UNIT NAME
UNIT TYPE
UNIT DESCRIPTION
DUPLEX UNIT
TOTAL SF

FF | HPD | DUPLEX
1,000 SF
TOTAL: SF

MASTER FLOOR PLAN_4TH FLOOR (MARKETING FLOOR 5)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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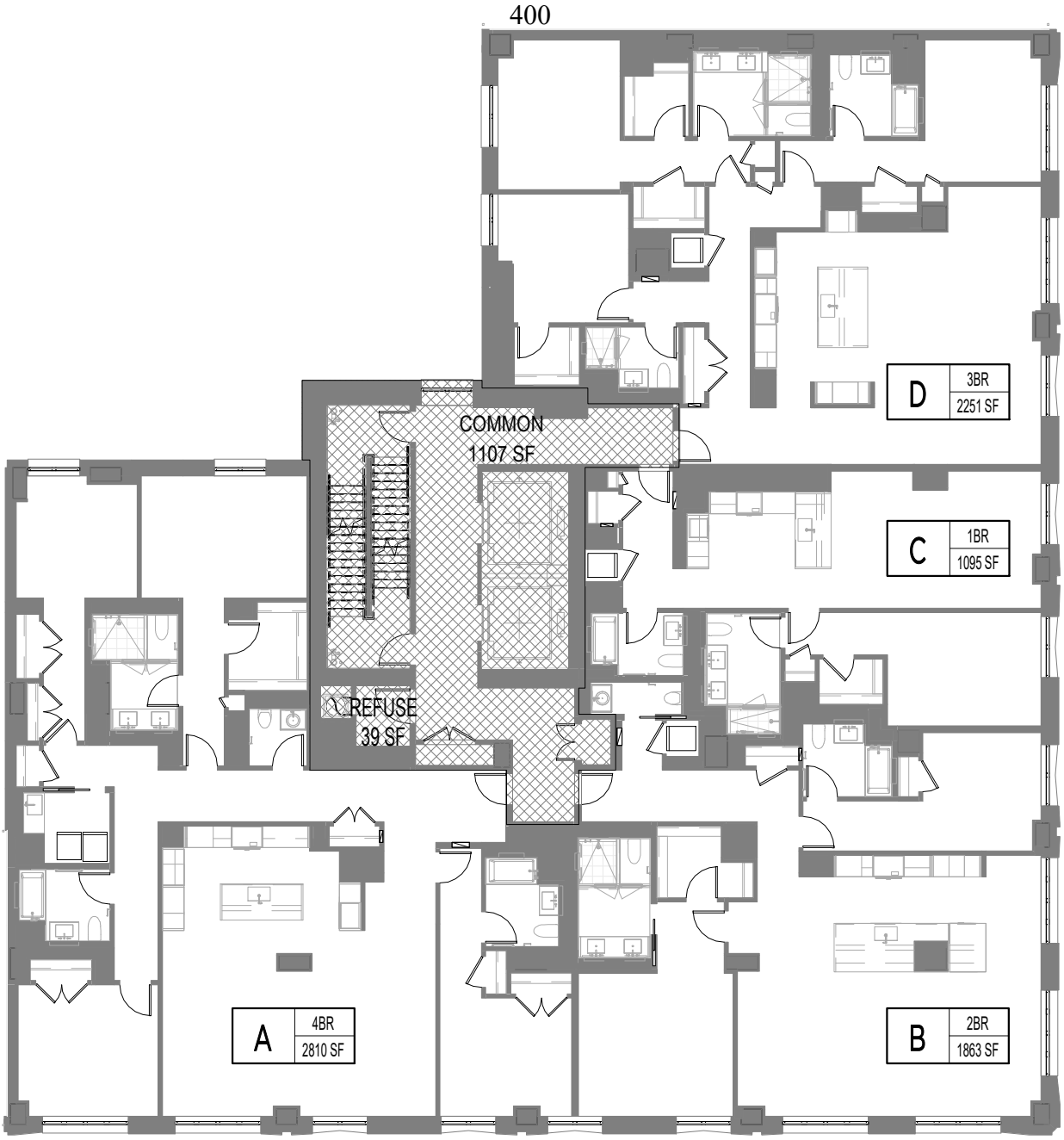
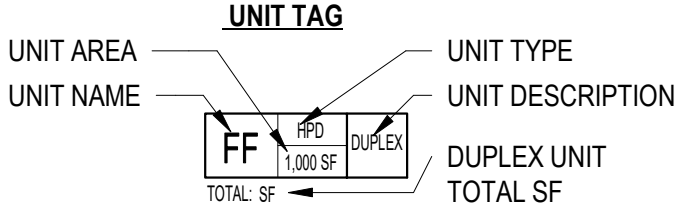


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_5TH FLOOR (MARKETING FLOOR 6)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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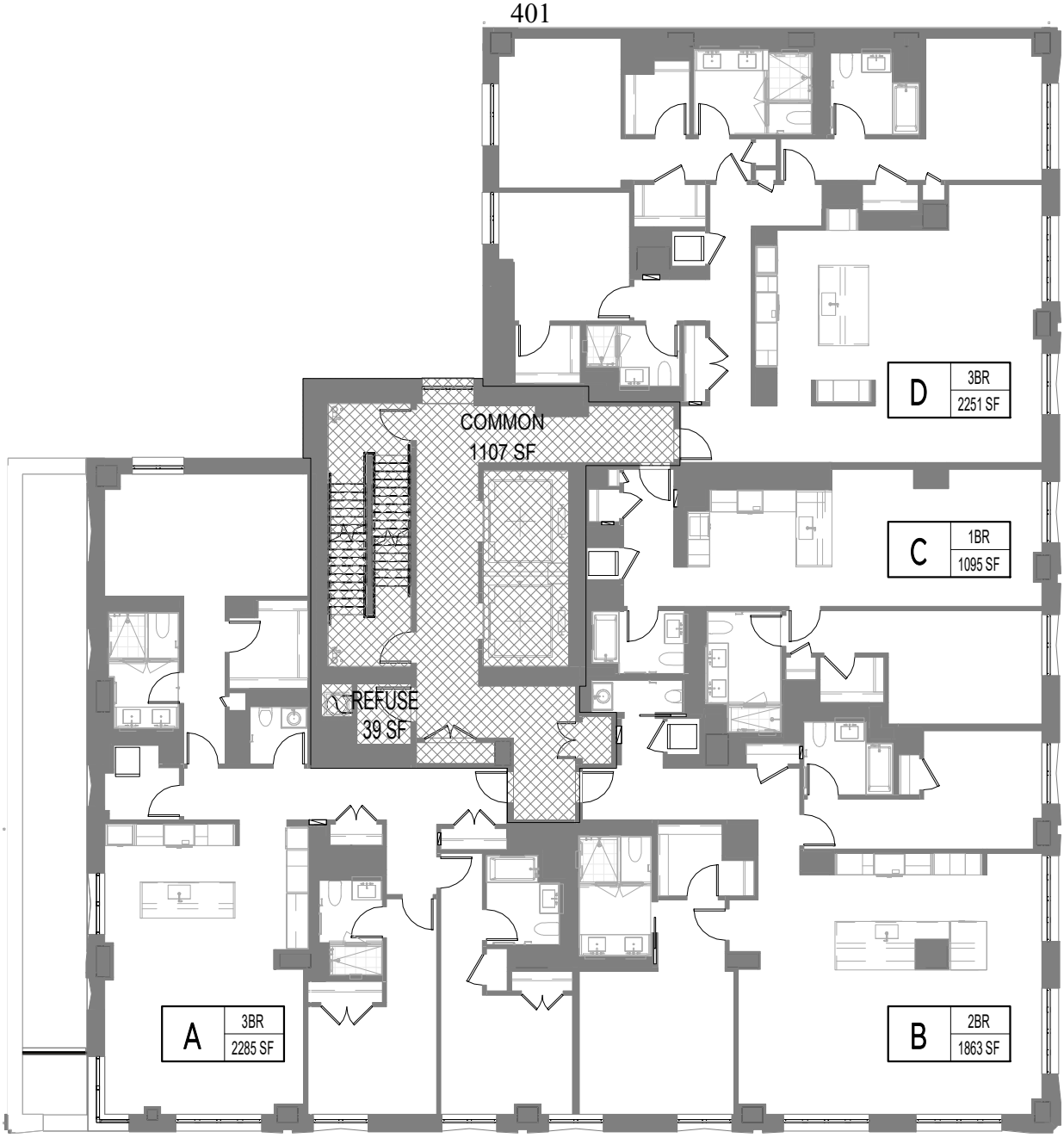
401

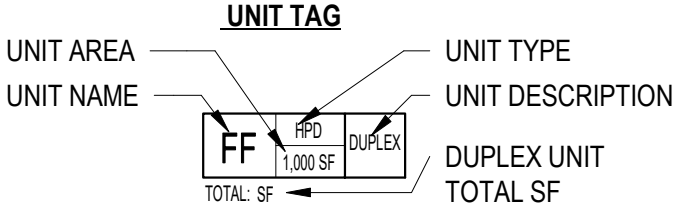


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_6TH FLOOR (MARKETING FLOOR 7)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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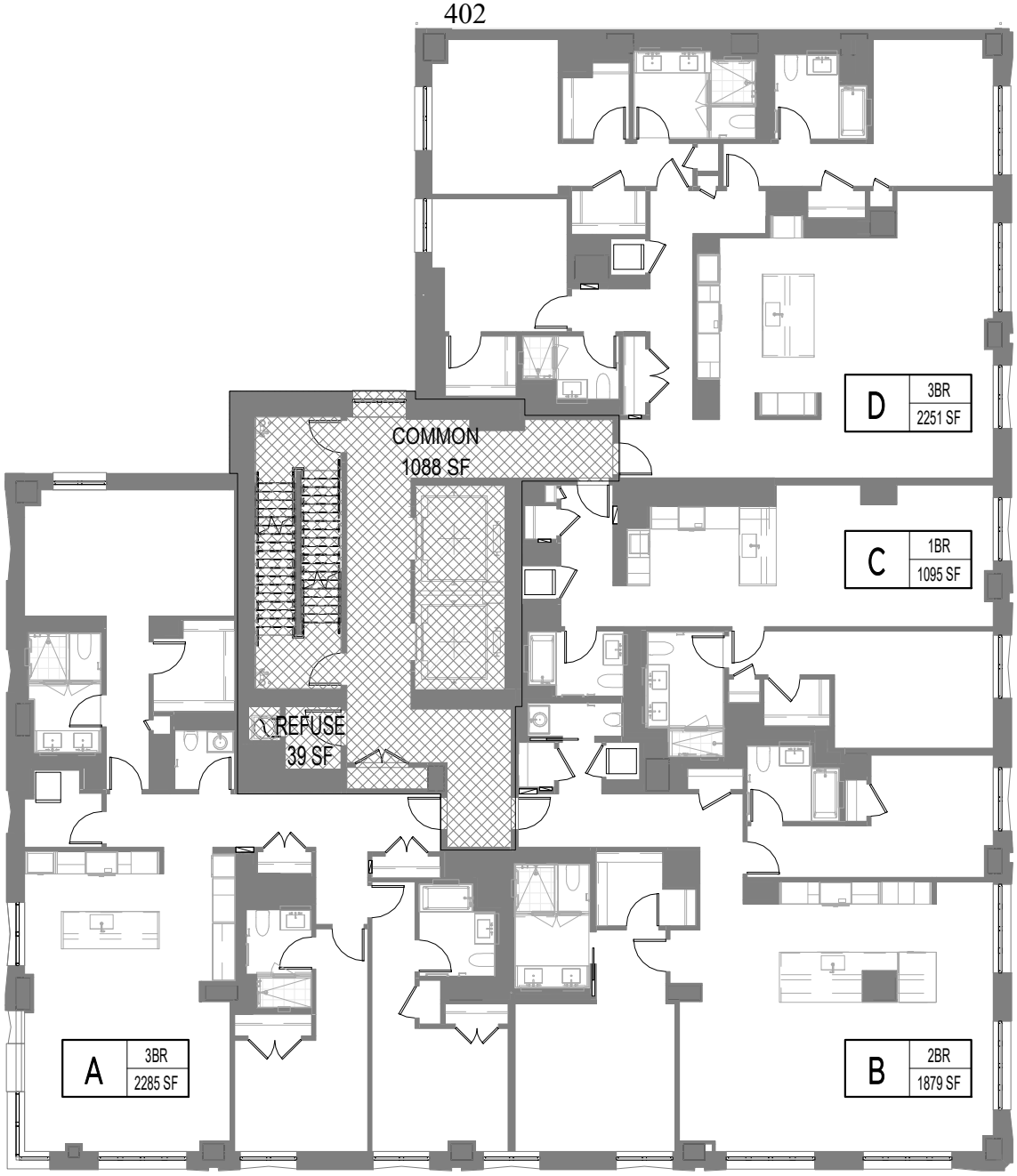
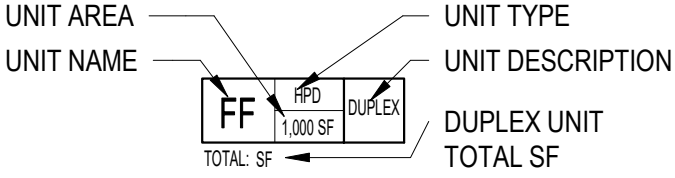


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_7TH FLOOR (MARKETING FLOOR 8)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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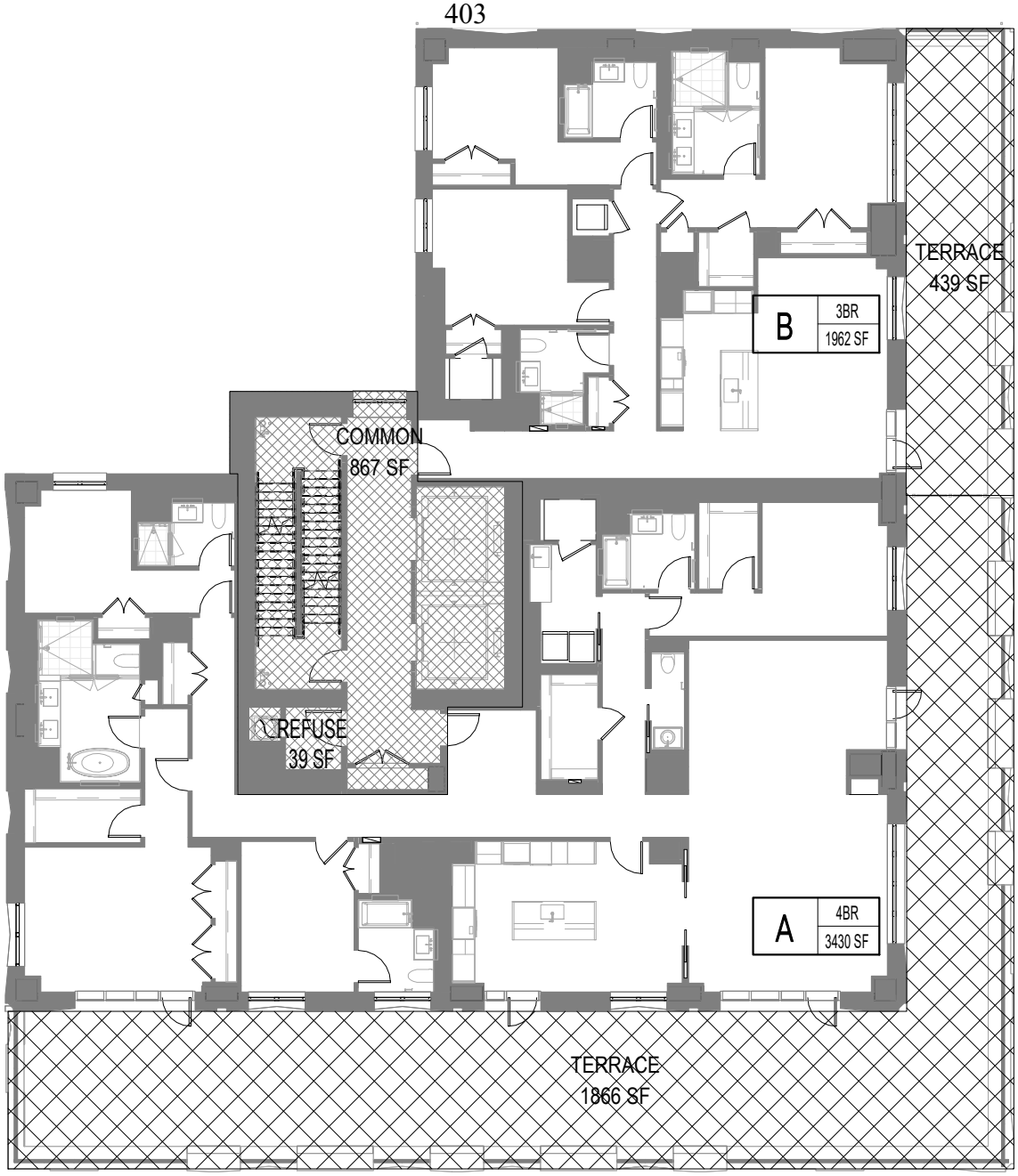
403

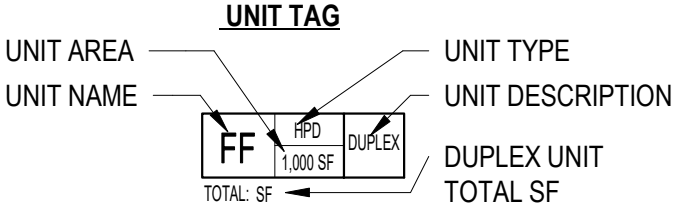


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_8TH FLOOR (MARKETING FLOOR 9)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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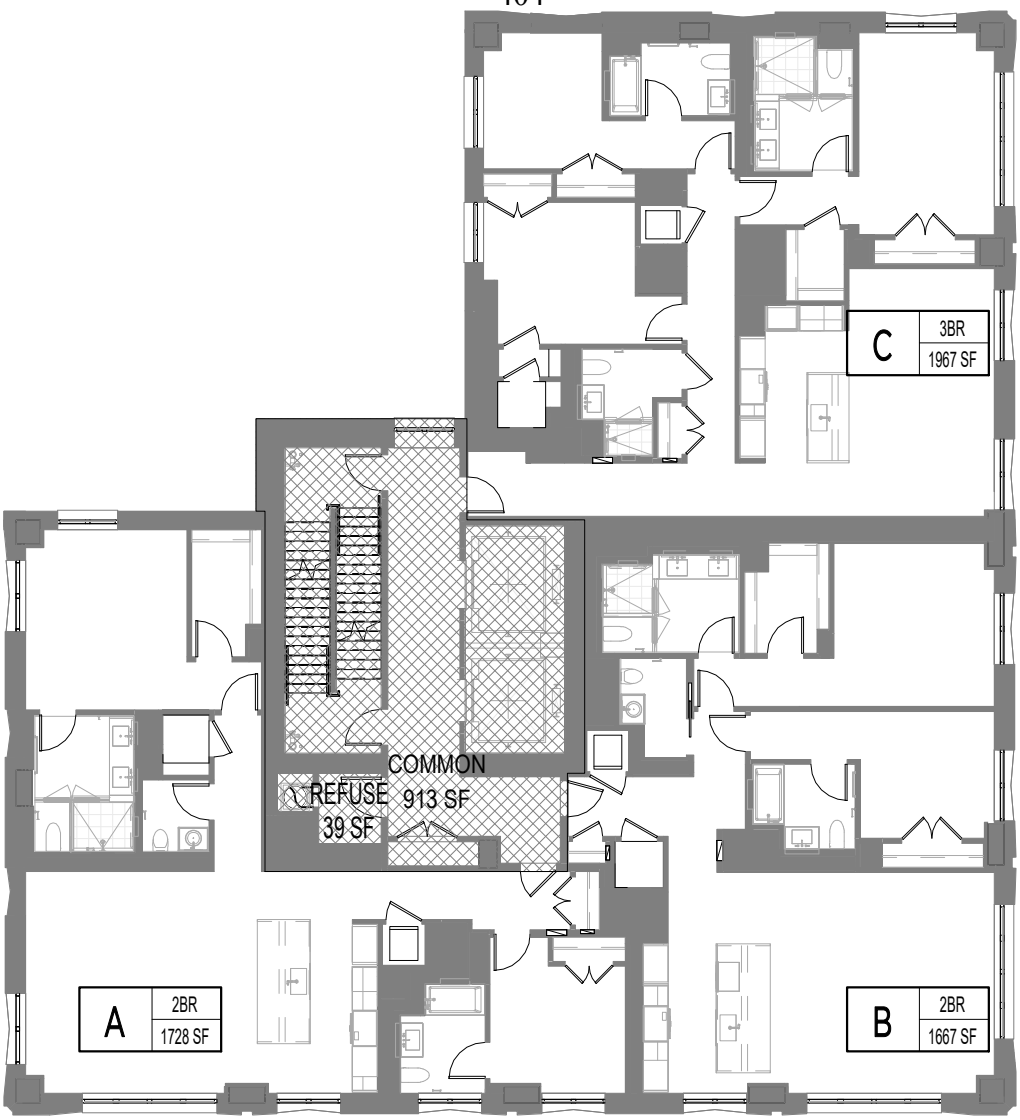
404



GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA — UNIT TYPE

UNIT NAME — UNIT DESCRIPTION

FF | HPD | DUPLEX

1,000 SF

TOTAL: SF — DUPLEX UNIT TOTAL SF

MASTER FLOOR PLAN_9TH - 11TH FLOOR (TYPICAL) (MARKETING FLOOR 10 - 12)

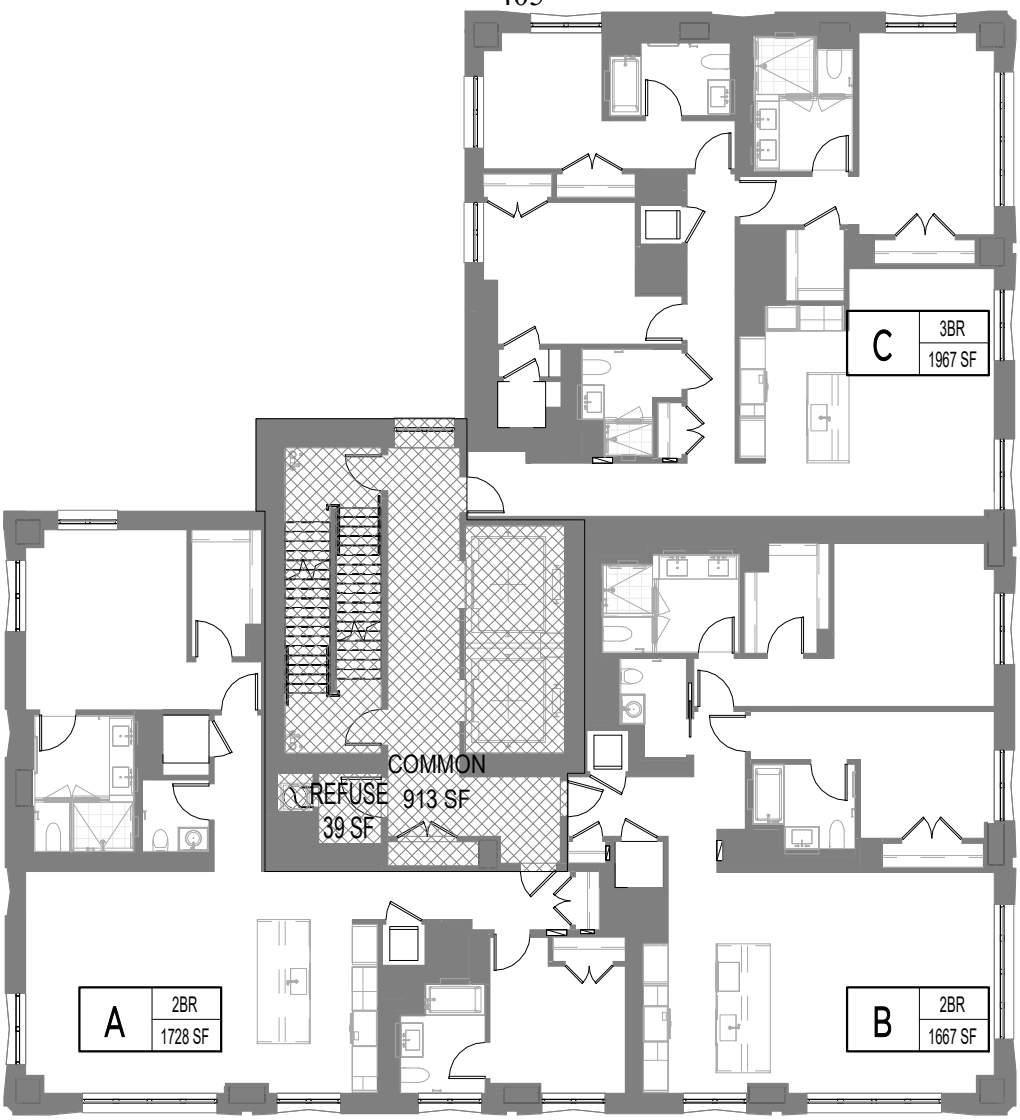
07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

405

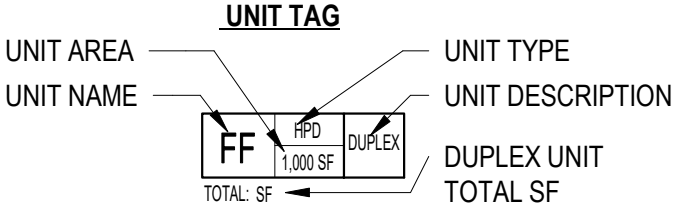


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_12TH - 14TH FLOOR (TYPICAL) (MARKETING FLOOR 14 - 16)

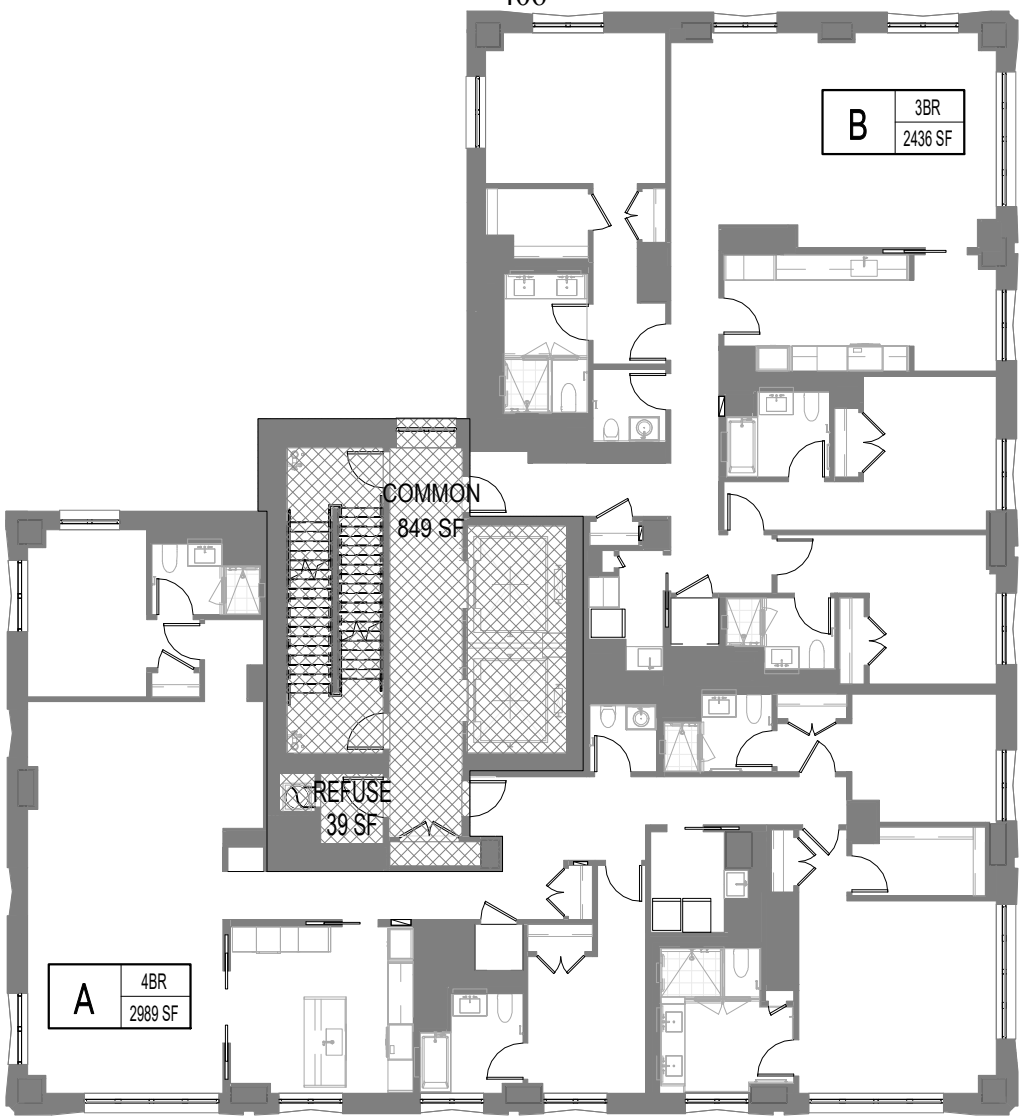
07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

406

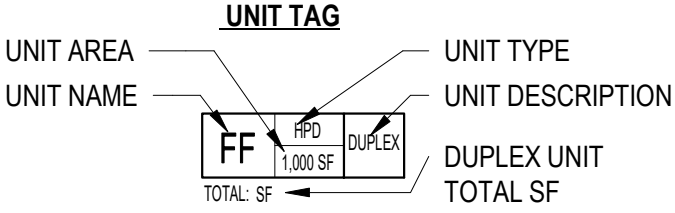


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



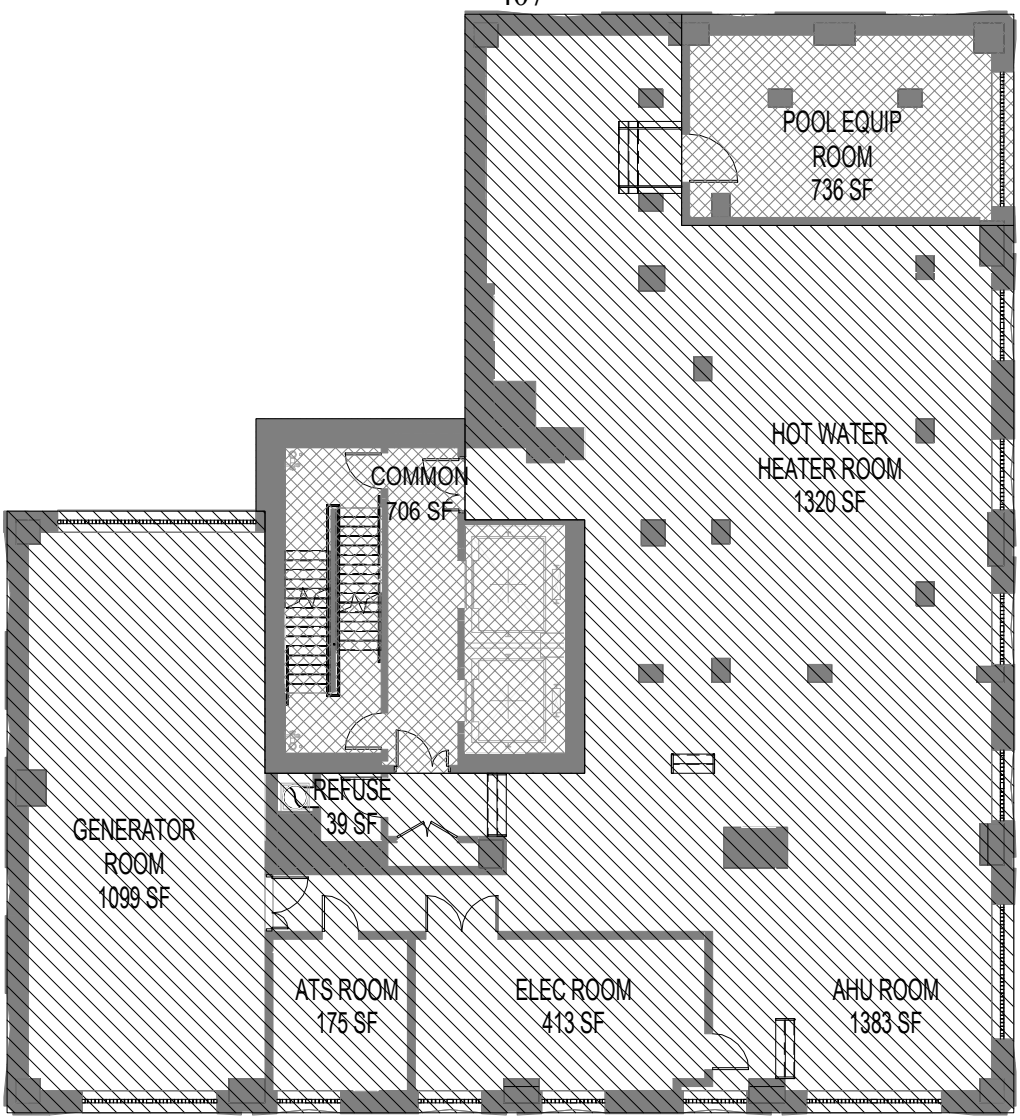
MASTER FLOOR PLAN_15TH - 19TH FLOOR (TYPICAL) (MARKETING FLOOR 17 - 21)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



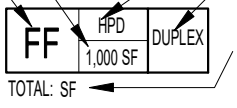
GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA
UNIT NAME
UNIT TYPE
UNIT DESCRIPTION
DUPLEX UNIT
TOTAL SF



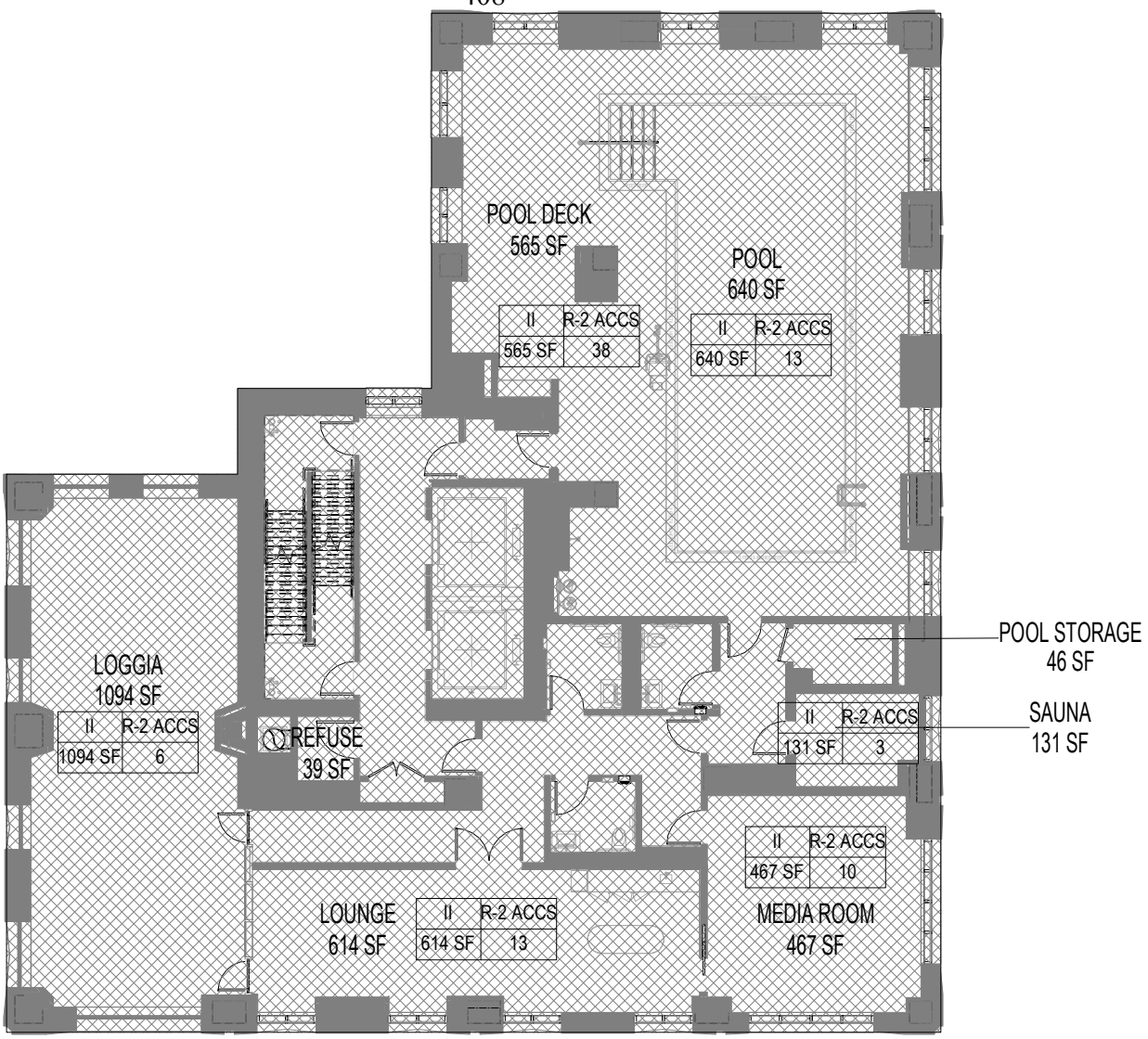
MASTER FLOOR PLAN_20TH FLOOR (MARKETING FLOOR M1)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

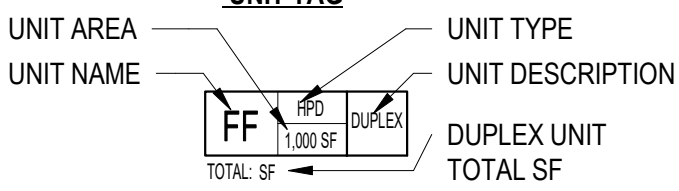


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



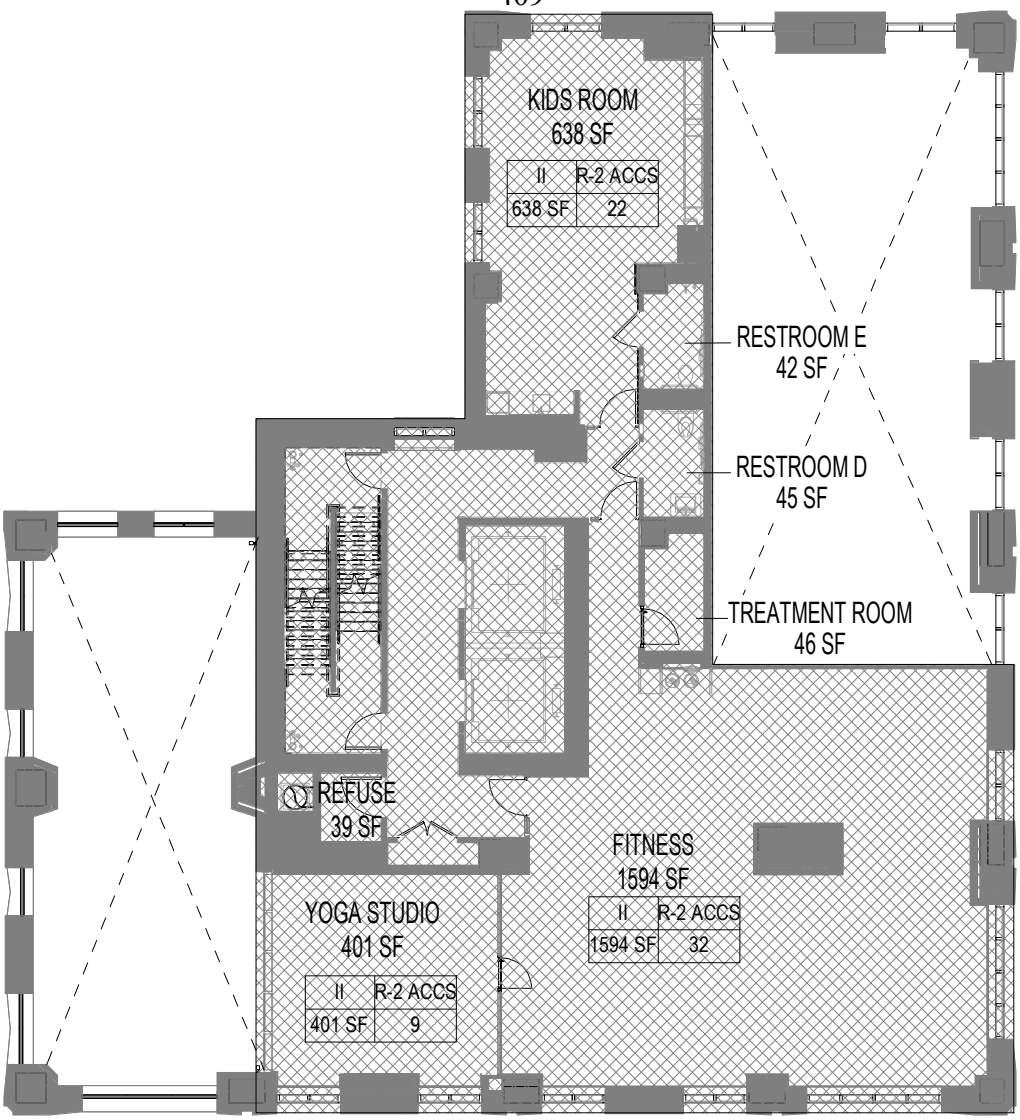
MASTER FLOOR PLAN_21ST FLOOR - AMENITY 1 (MARKETING FLOOR 24)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

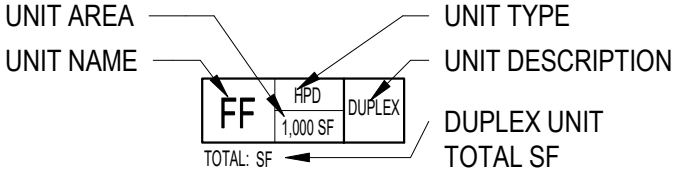


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_22ND FLOOR - AMENITY 2 (MARKETING FLOOR 25)

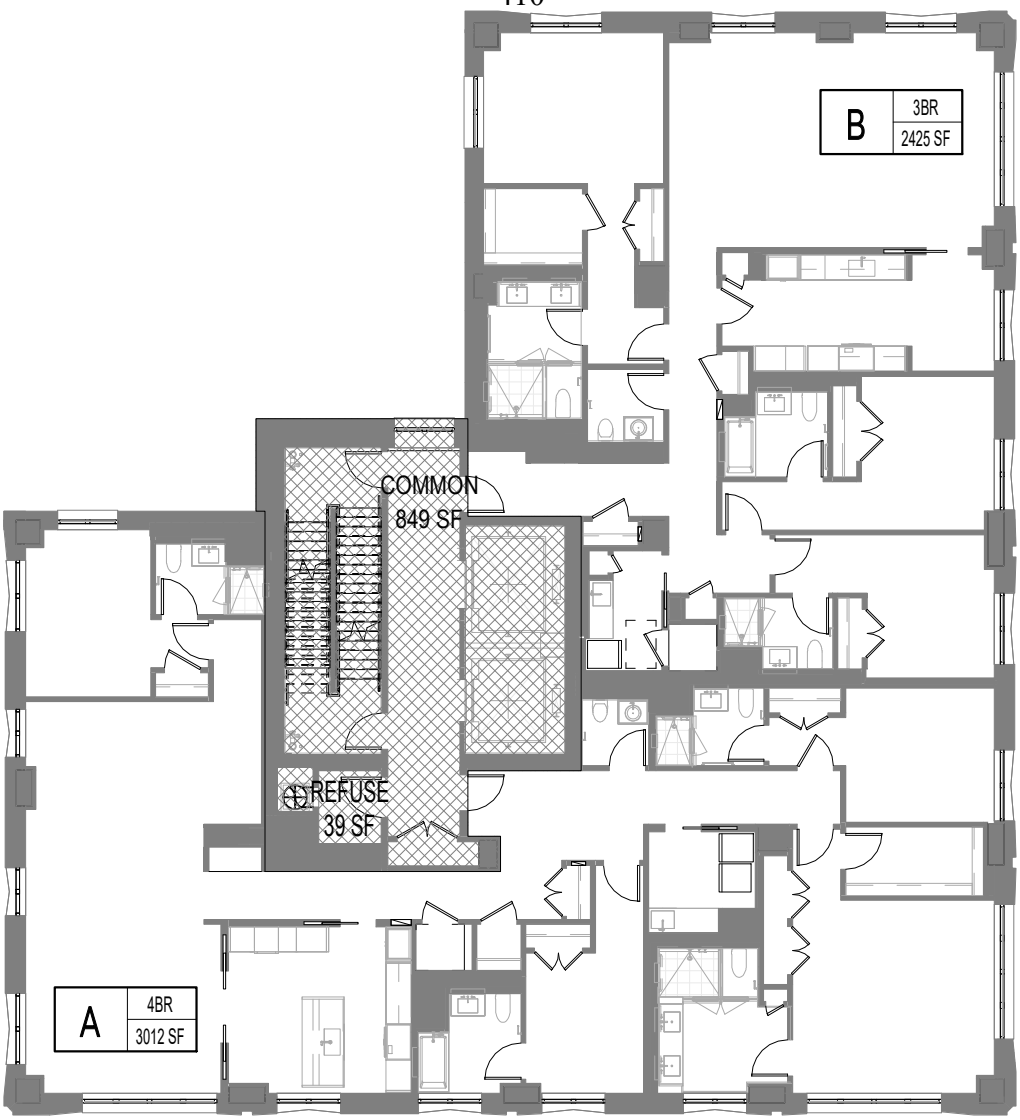
07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

410

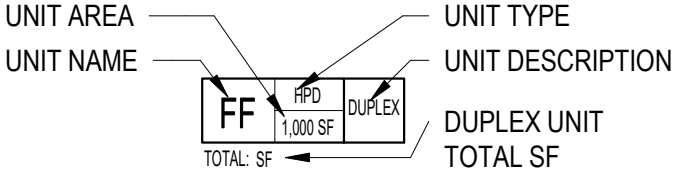


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



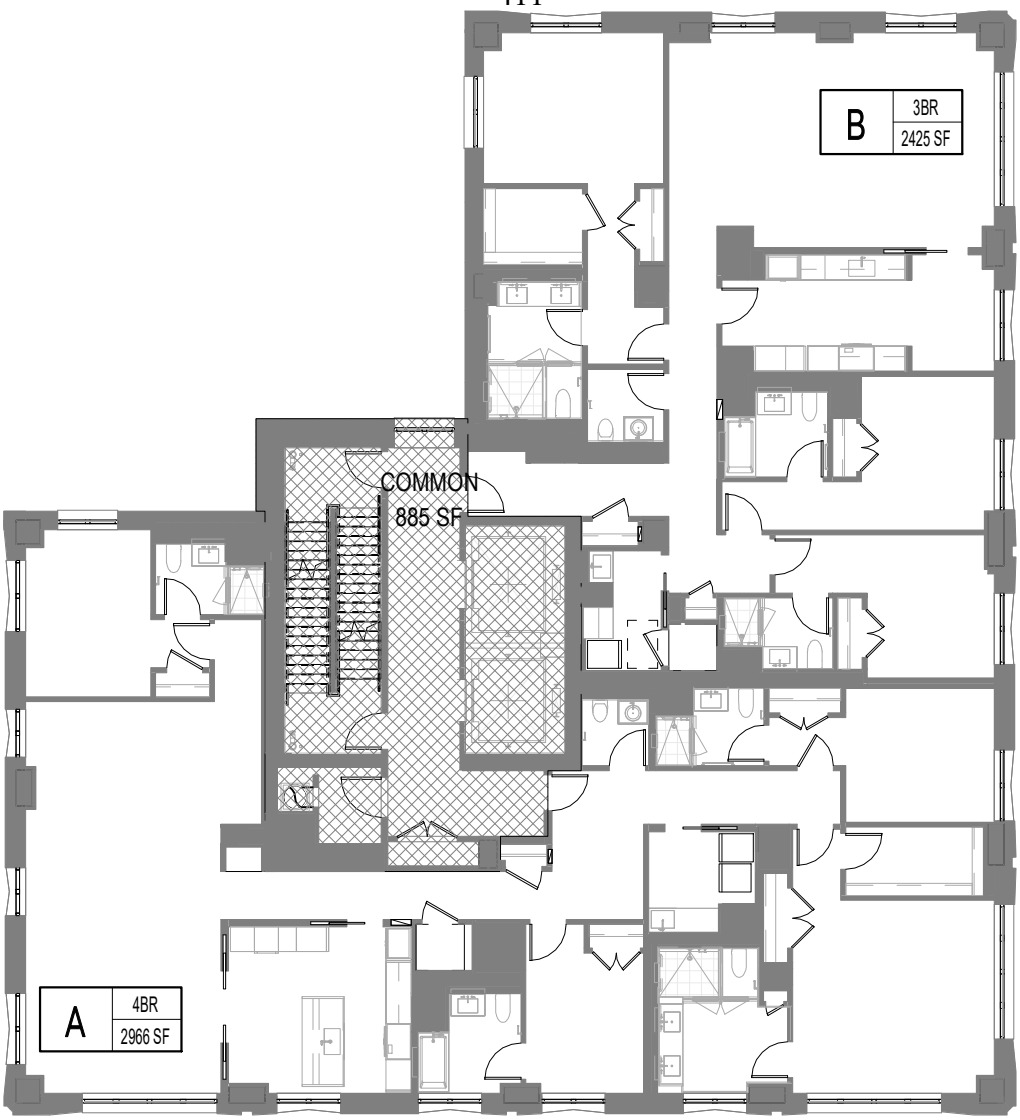
MASTER FLOOR PLAN_23RD FLOOR (MARKETING FLOOR 26)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA — UNIT TYPE

UNIT NAME — UNIT DESCRIPTION

FF | HPD | DUPLEX

1,000 SF

TOTAL: SF — DUPLEX UNIT TOTAL SF

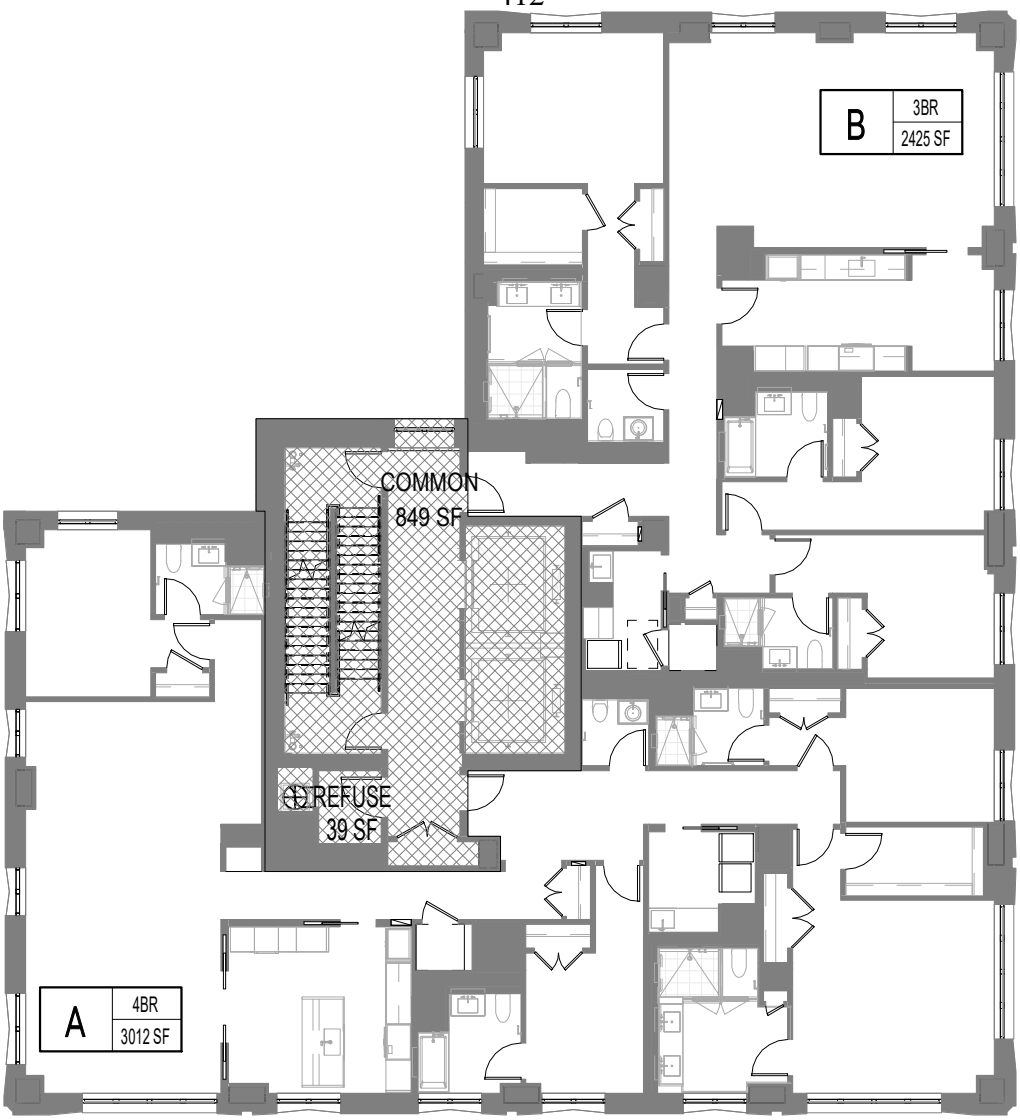
MASTER FLOOR PLAN_24TH FLOOR (MARKETING FLOOR 27)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA — UNIT TYPE

UNIT NAME — UNIT DESCRIPTION

FF | HPD | DUPLEX | 1,000 SF

TOTAL: SF — DUPLEX UNIT TOTAL SF

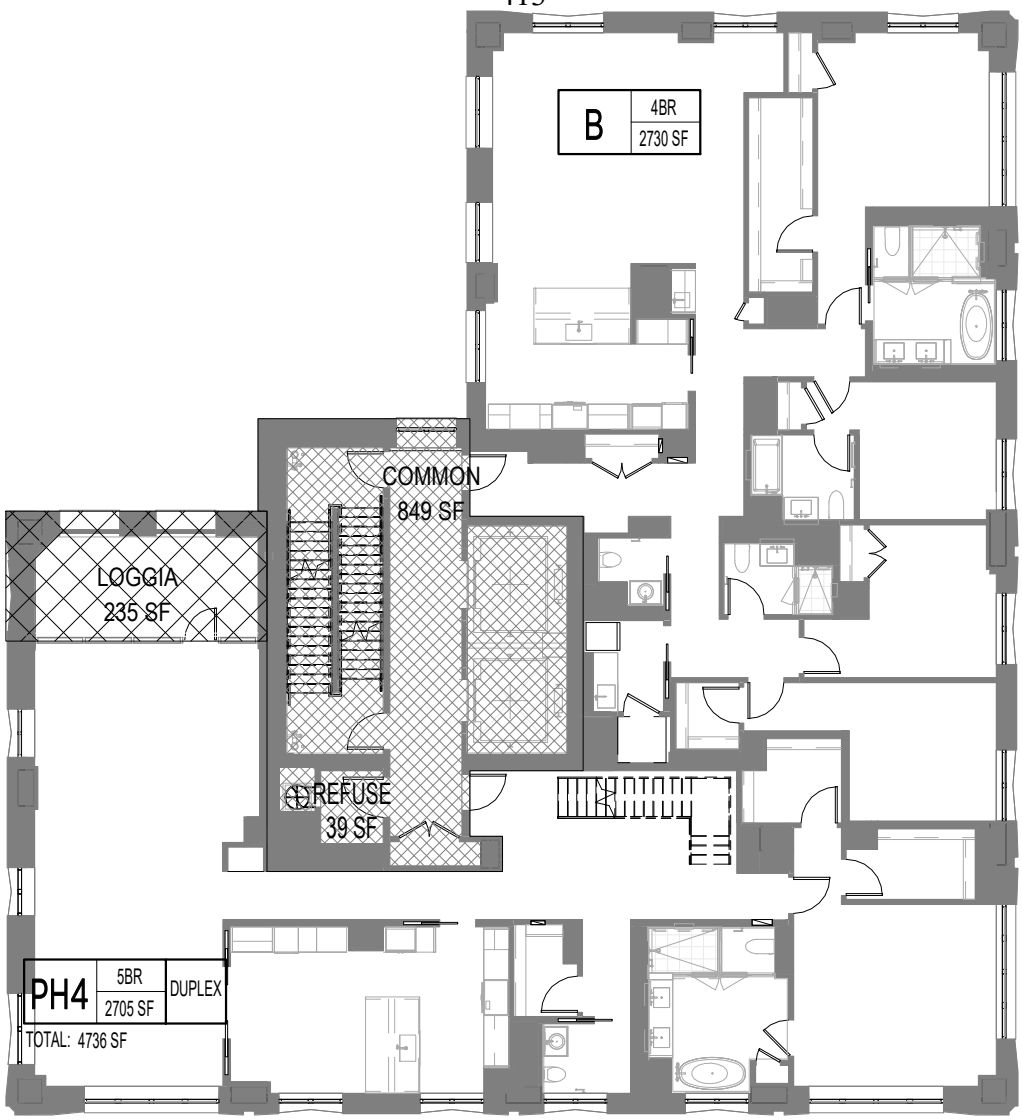
MASTER FLOOR PLAN_25TH - 28TH FLOOR (TYPICAL) (MARKETING FLOOR 28 - 31)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

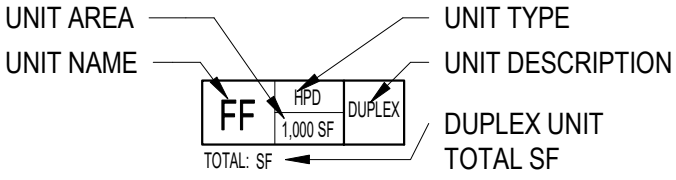


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



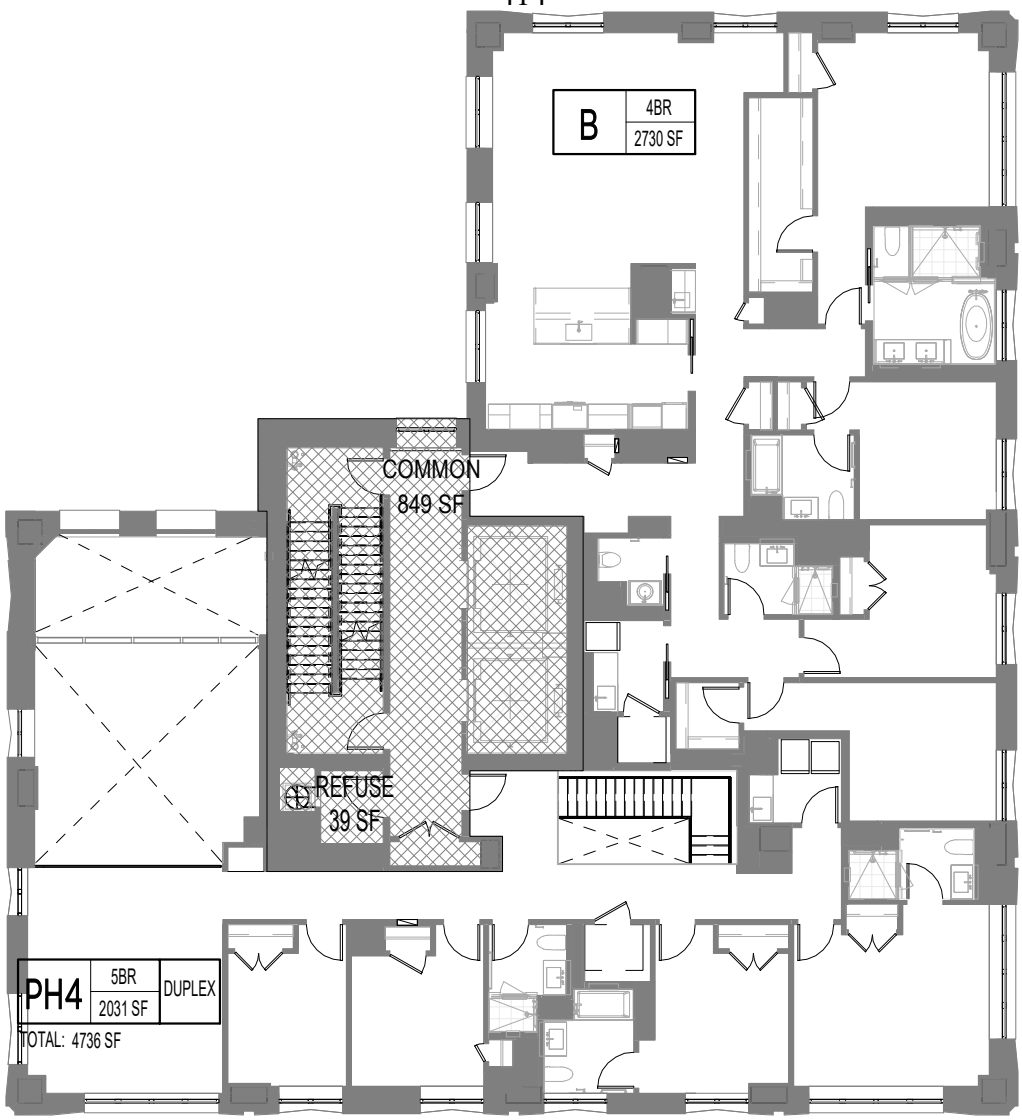
MASTER FLOOR PLAN_29TH & 31ST FLOOR (MARKETING FLOOR 32 & 34)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

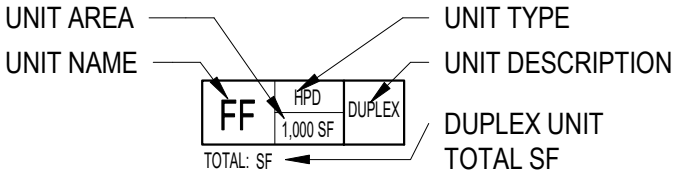


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



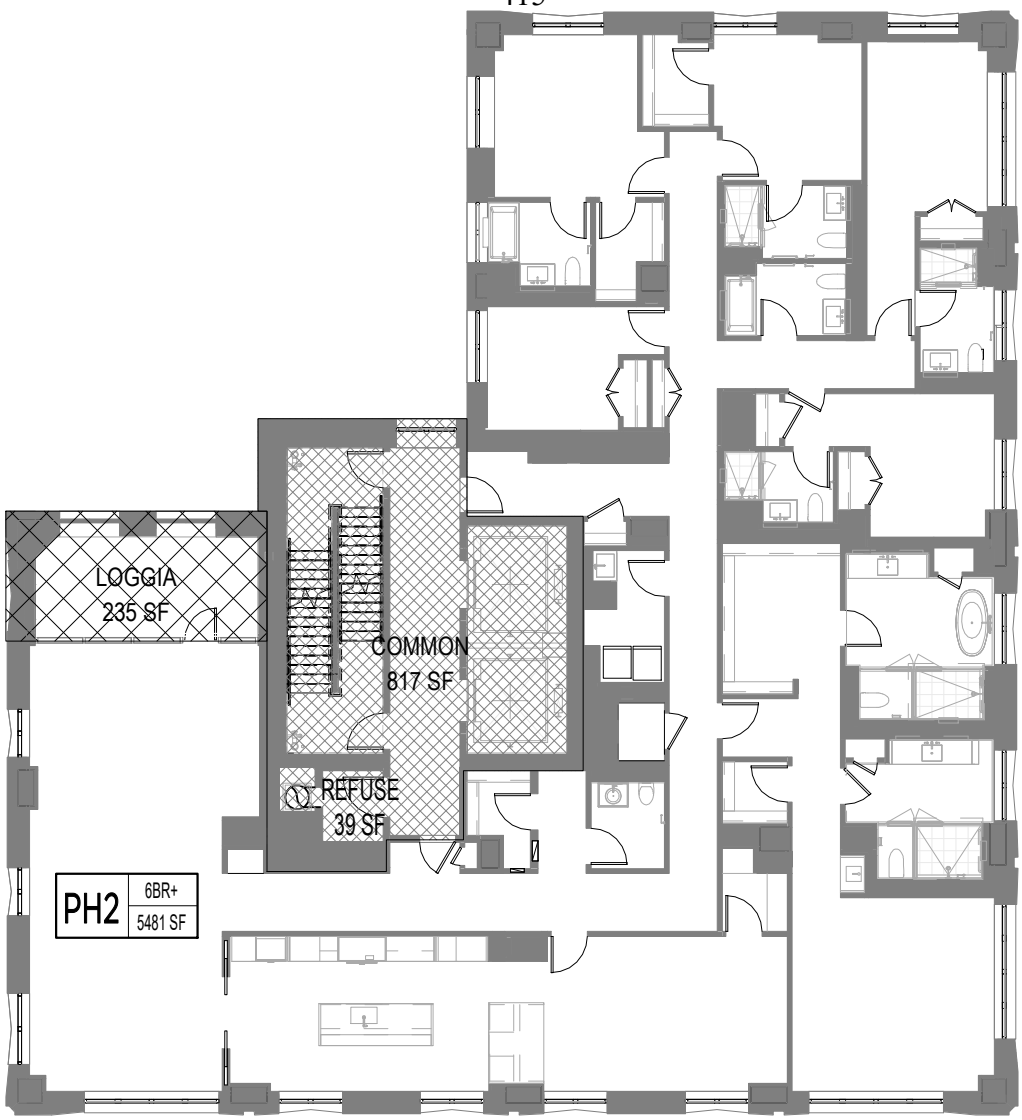
MASTER FLOOR PLAN_30TH & 32ND FLOOR (MARKETING FLOOR 33 & 35)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.



GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG

UNIT AREA — UNIT TYPE

UNIT NAME — UNIT DESCRIPTION

FF | HPD | DUPLEX

1,000 SF

TOTAL: SF — DUPLEX UNIT TOTAL SF

MASTER FLOOR PLAN_33RD FLOOR (MARKETING FLOOR 36)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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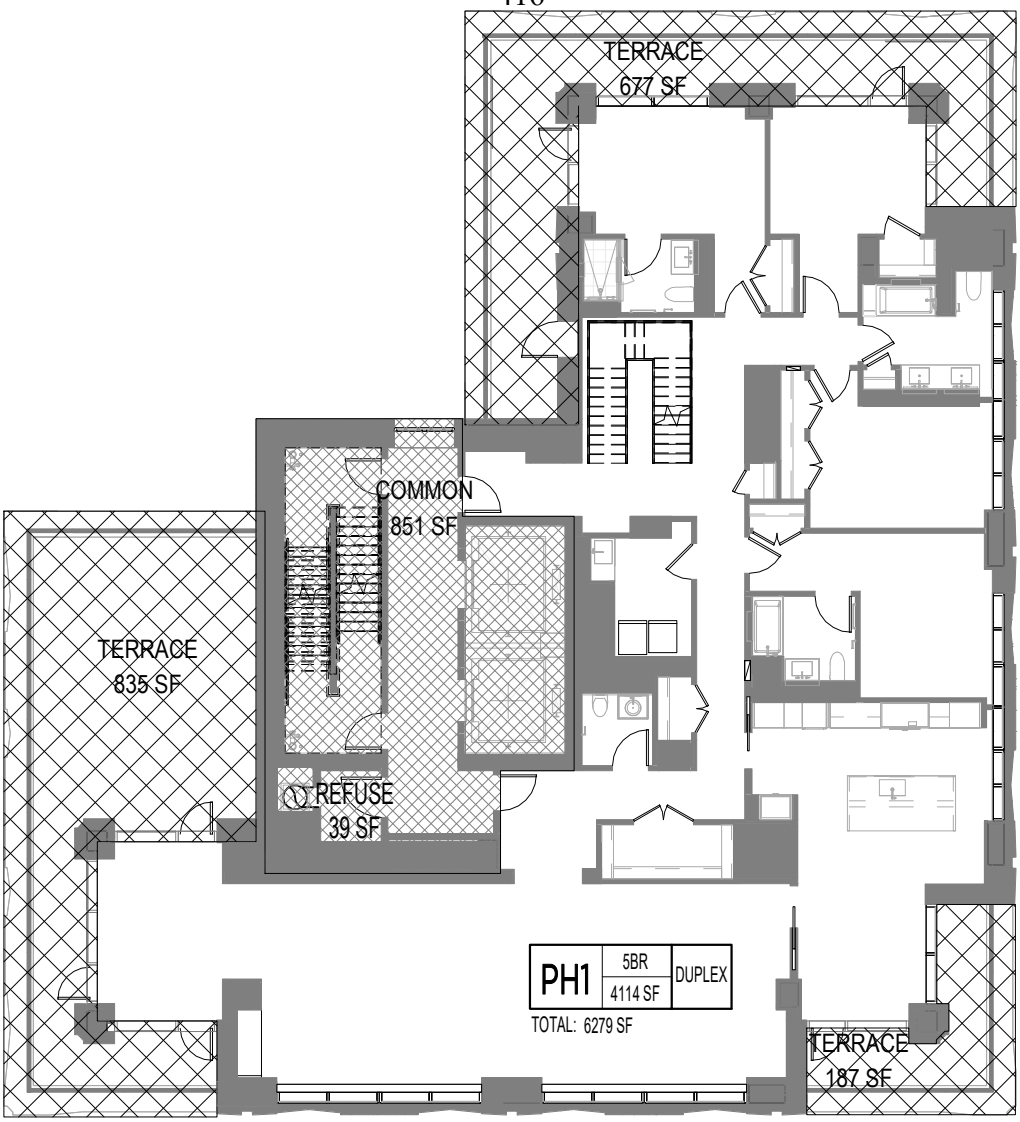
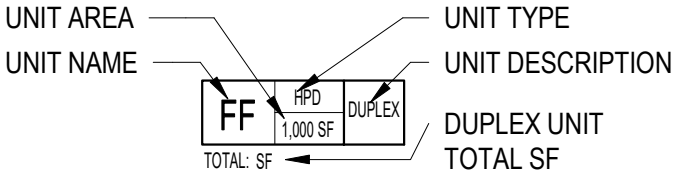


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_34TH FLOOR (MARKETING FLOOR 37)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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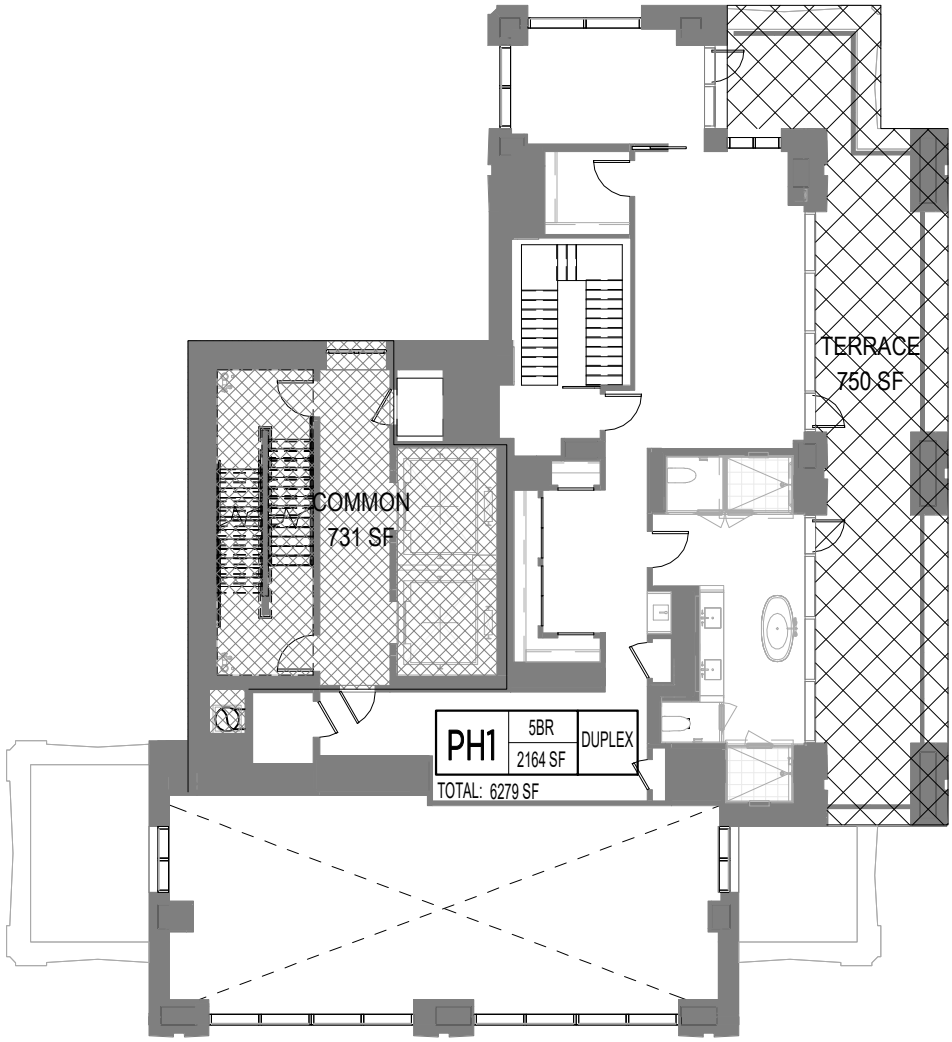
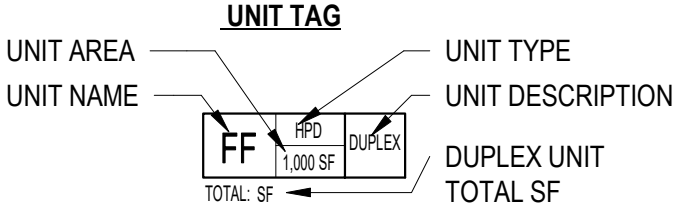


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_35TH FLOOR (MARKETING FLOOR 38)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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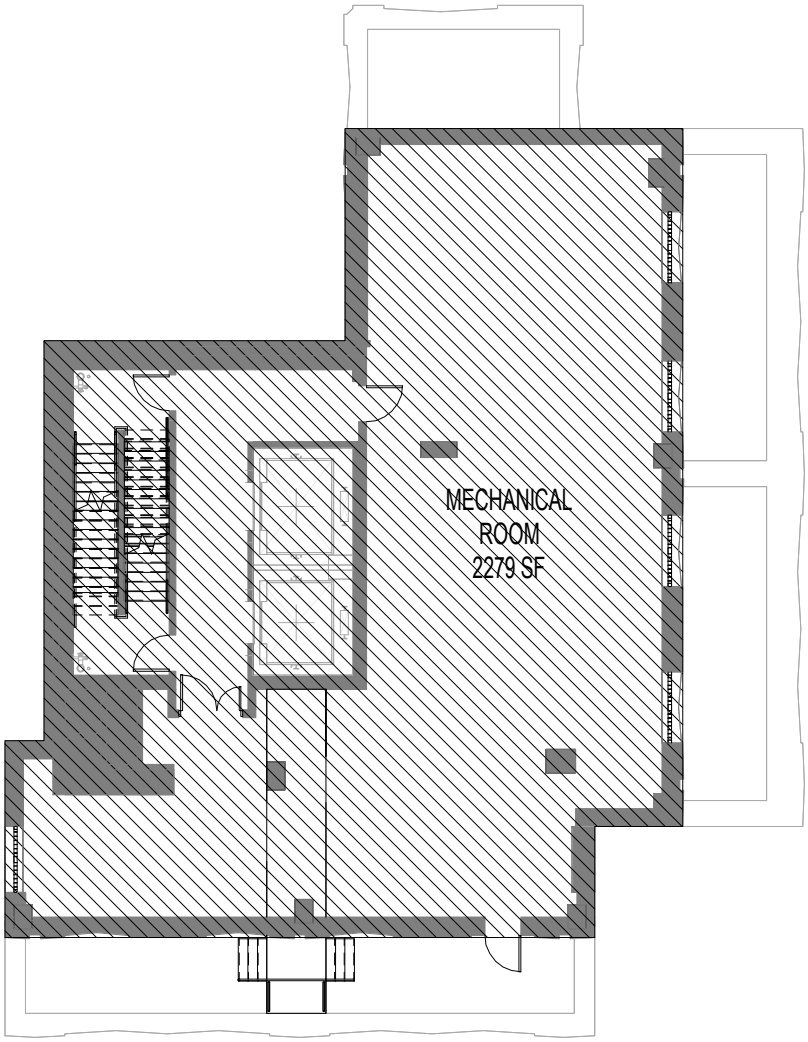
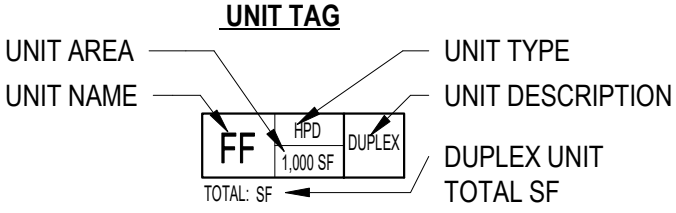


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_36TH FLOOR PLAN - MEP 1 (MARKETING FLOOR M2)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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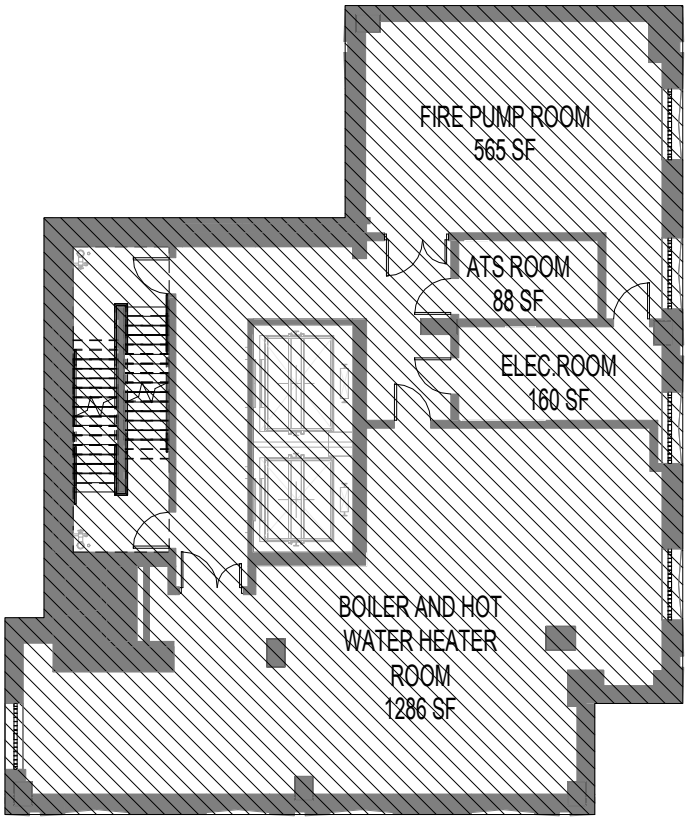
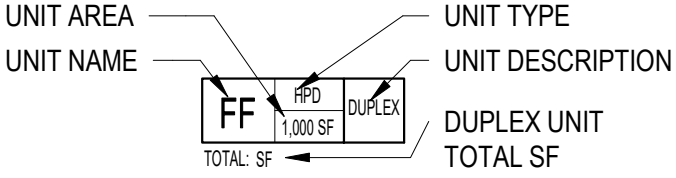


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_37TH FLOOR PLAN - MEP 2 (MARKETING FLOOR M3)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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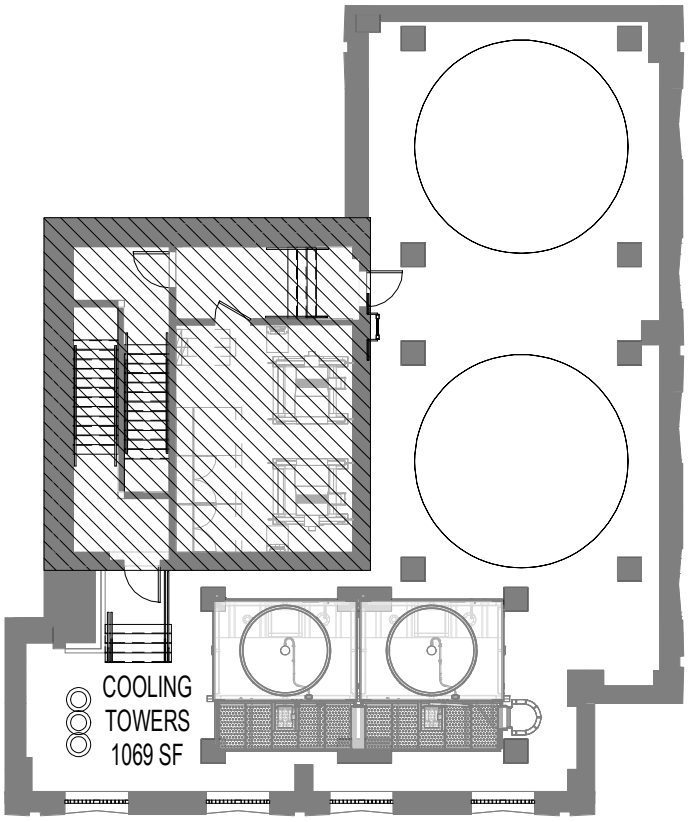
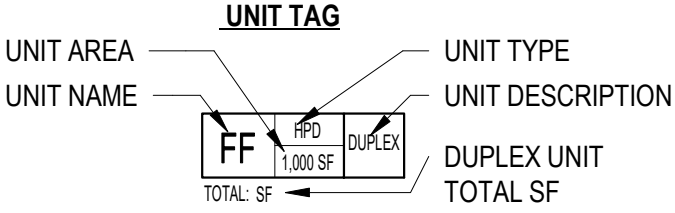


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



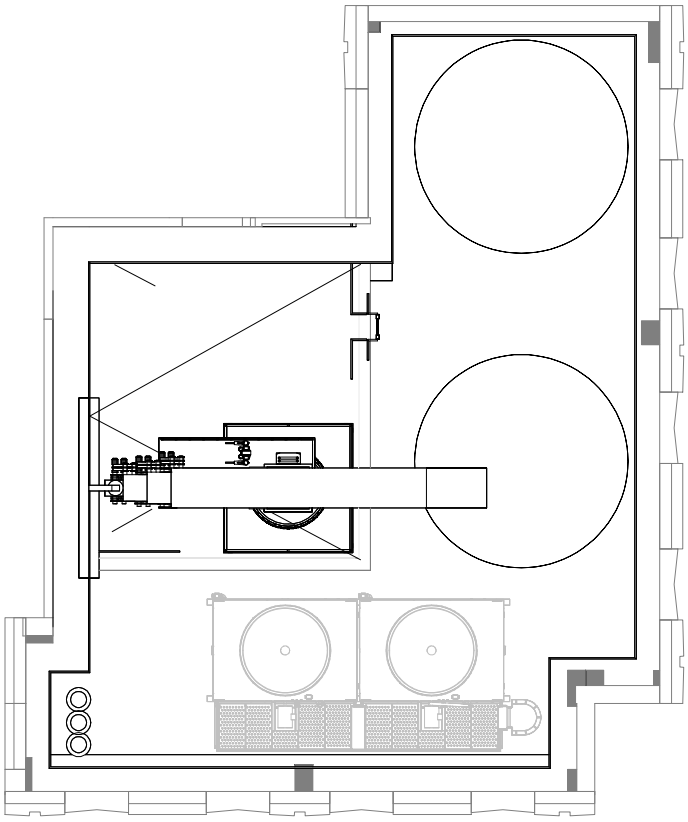
MASTER FLOOR PLAN_38TH FLOOR - EMR (MARKETING FLOOR M4)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

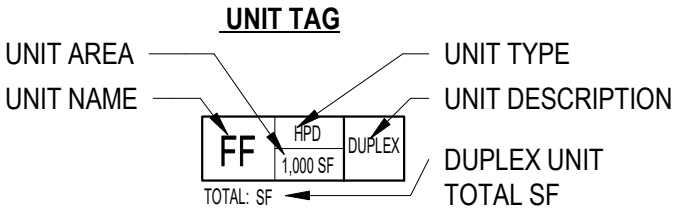


GENERAL COMMON ELEMENT (SF)

RES. COMMON ELEMEMT (SF)

RES. LIMITED COMMON ELEMENT (SF)

UNIT TAG



MASTER FLOOR PLAN_ROOF (MARKETING FLOOR R1)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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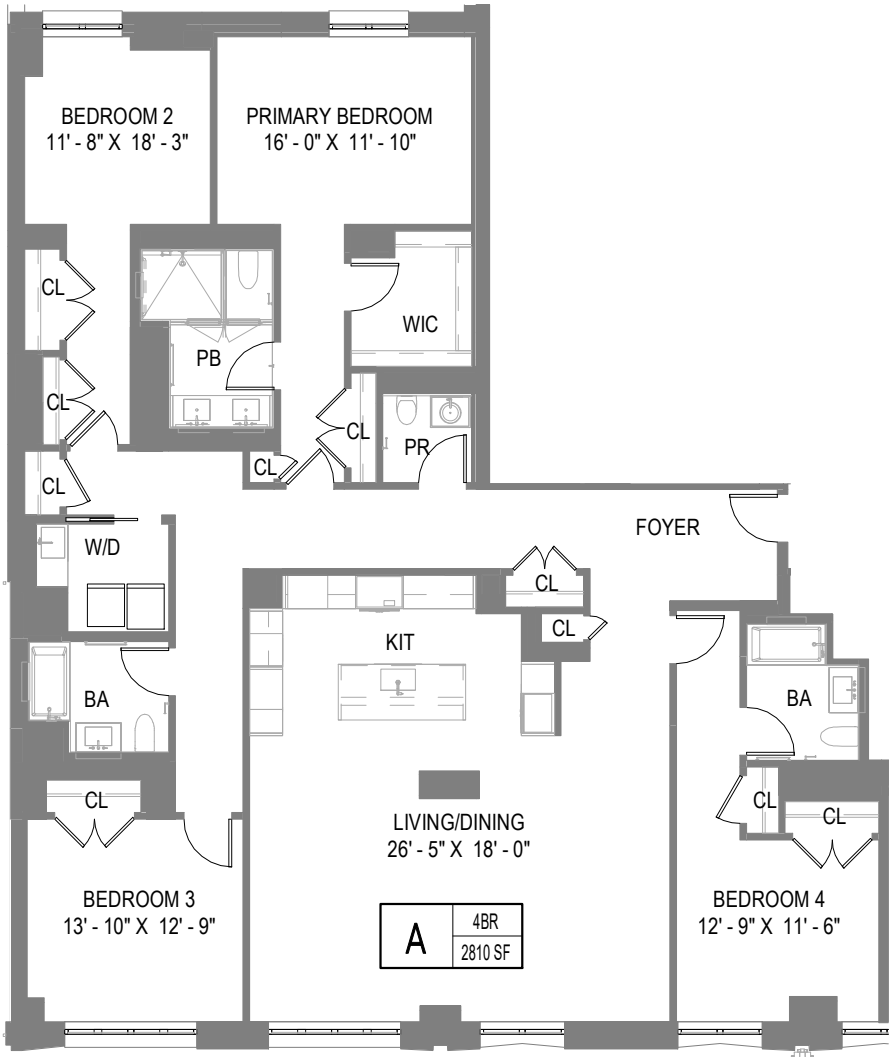

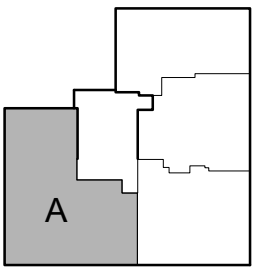

KEY PLAN

4BR/3.5BATH	2810 SF
TOTAL	2810 SF

FLOOR 2 - UNIT A (MARKETING FLOOR 3)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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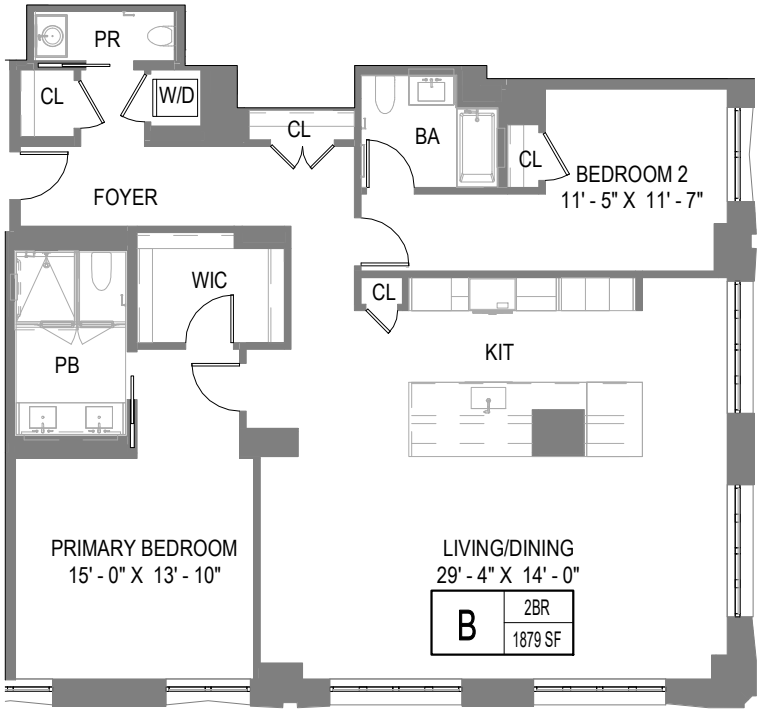

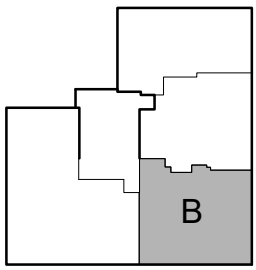

KEY PLAN

2BR/2.5BATH	1879 SF
TOTAL	1879 SF

FLOOR 2 - UNIT B (MARKETING FLOOR 3)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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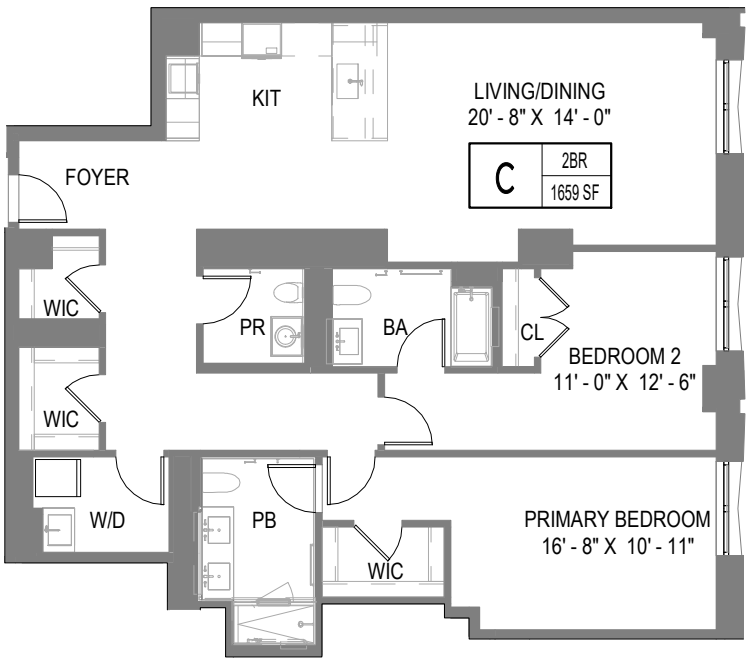

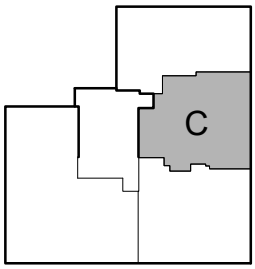

KEY PLAN

2BR/2.5BATH	1659 SF
TOTAL	1659 SF

FLOOR 2 - UNIT C (MARKETING FLOOR 3)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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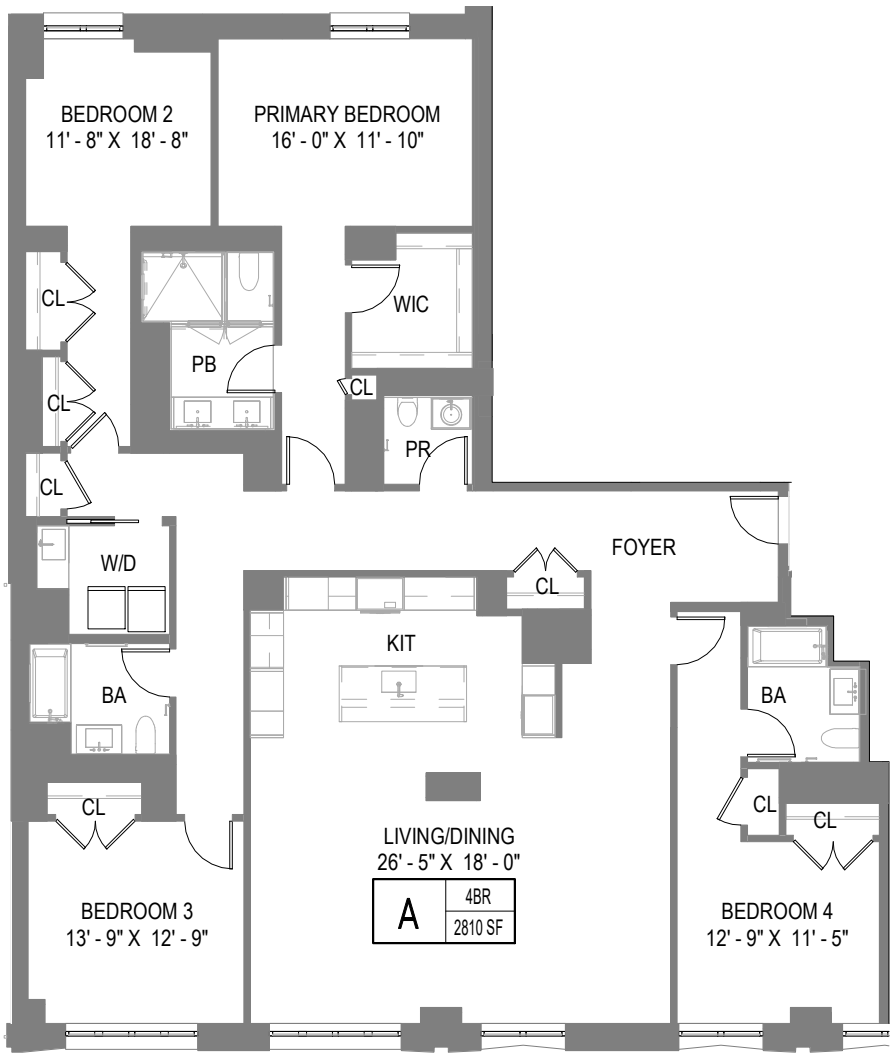

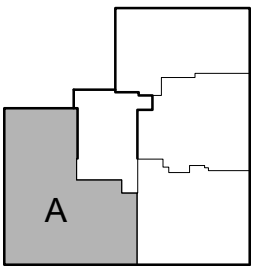

KEY PLAN

4BR/3.5BATH	2810 SF
TOTAL	2810 SF

FLOOR 3-5 - UNIT A (MARKETING FLOOR 4-6)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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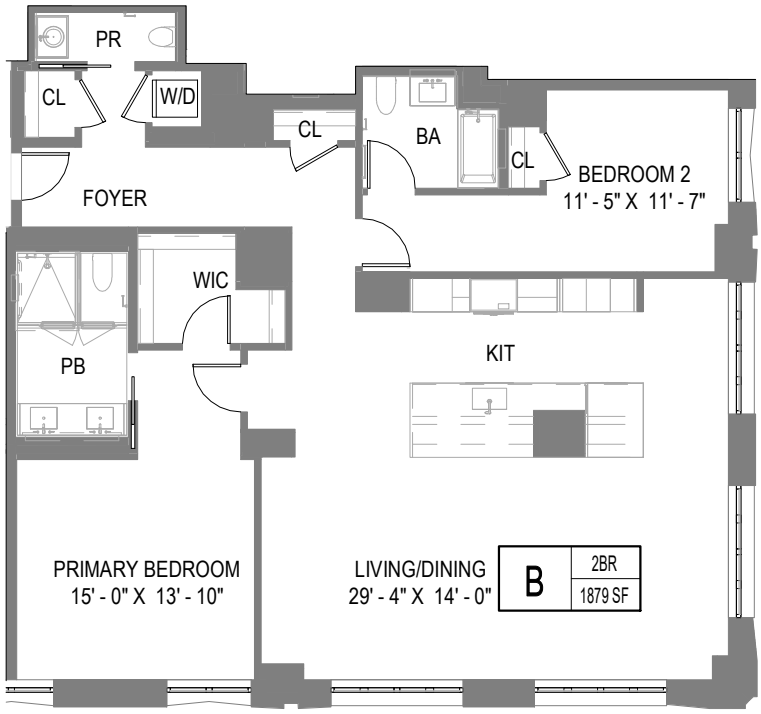

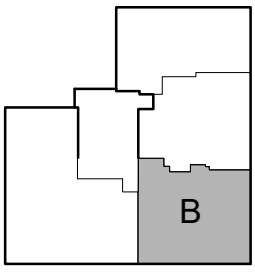

KEY PLAN

2BR/2.5BATH	1879 SF
TOTAL	1879 SF

FLOOR 3-4 & 7 - UNIT B (MARKETING FLOOR 4-5 & 8)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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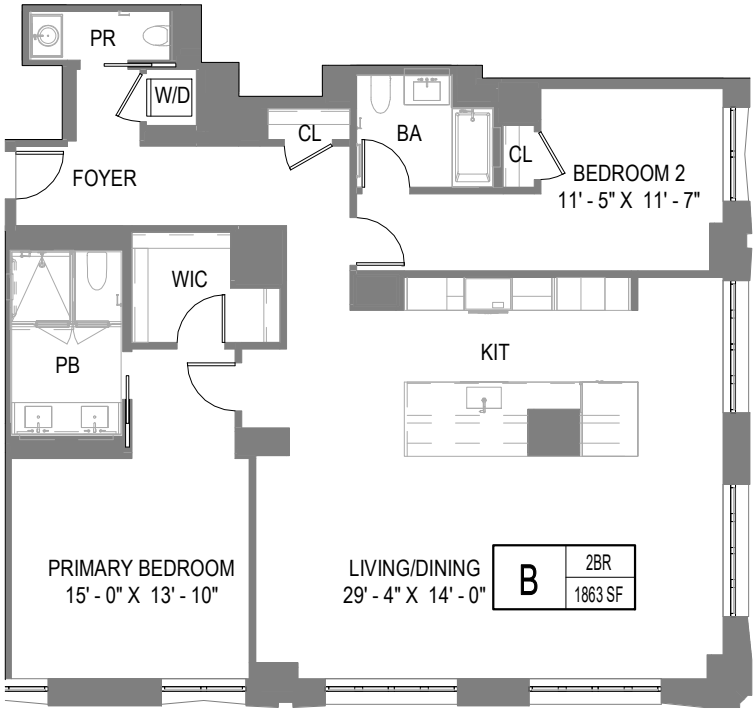

2BR/2.5BATH	1863 SF
TOTAL	1863 SF

FLOOR 5-6 - UNIT B (MARKETING FLOOR 6-7)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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NEW YORK, NY 10004

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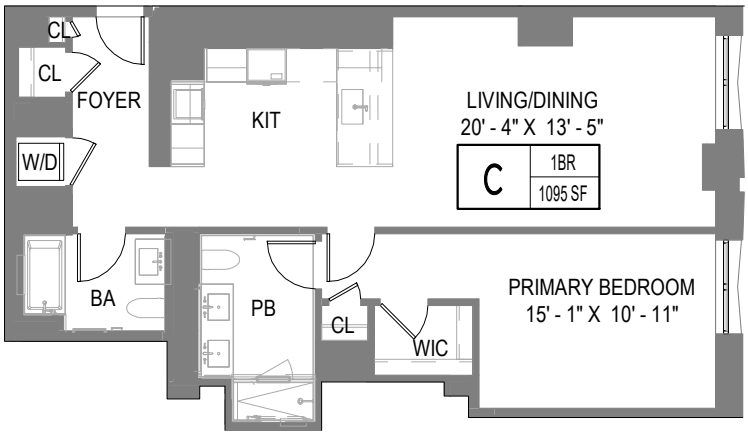

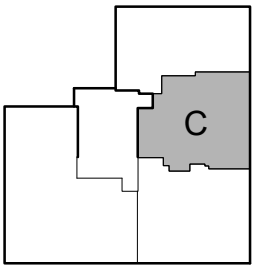

KEY PLAN

1BR/2BATH	1095 SF
TOTAL	1095 SF

FLOOR 3-7 - UNIT C (MARKETING FLOOR 4-8)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
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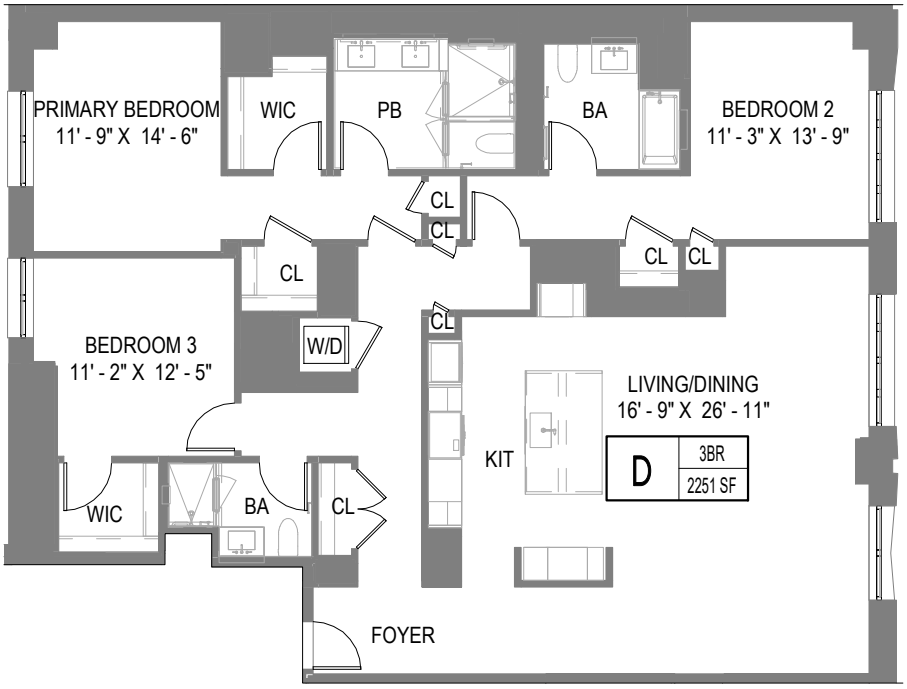

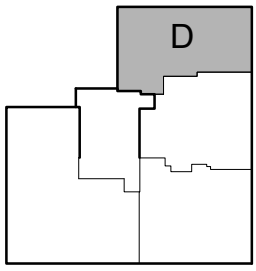

KEY PLAN

3BR/3BATH	2251 SF
TOTAL	2251 SF

FLOOR 3-4 - UNIT D (MARKETING FLOOR 4-5)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
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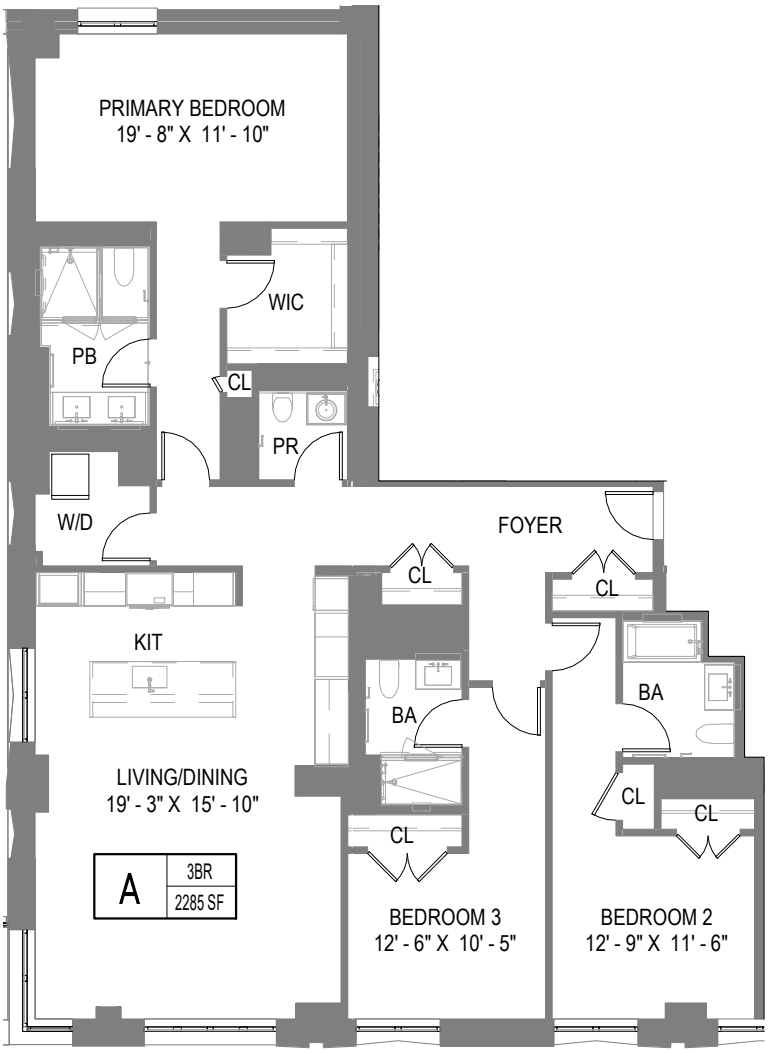

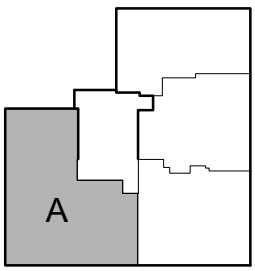

KEY PLAN

3BR/3.5BATH	2285 SF
TOTAL	2285 SF

FLOOR 6-7 - UNIT A (MARKETING FLOOR 7-8)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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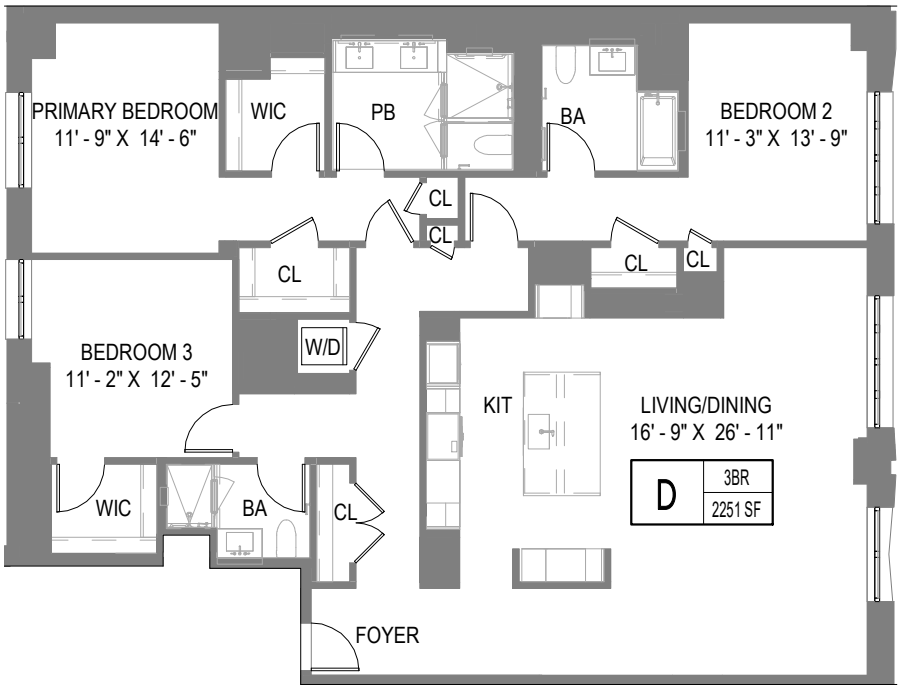

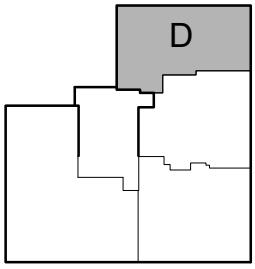

KEY PLAN

3BR/3BATH	2251 SF
TOTAL	2251 SF

FLOOR 5-7 - UNIT D (MARKETING FLOOR 6-8)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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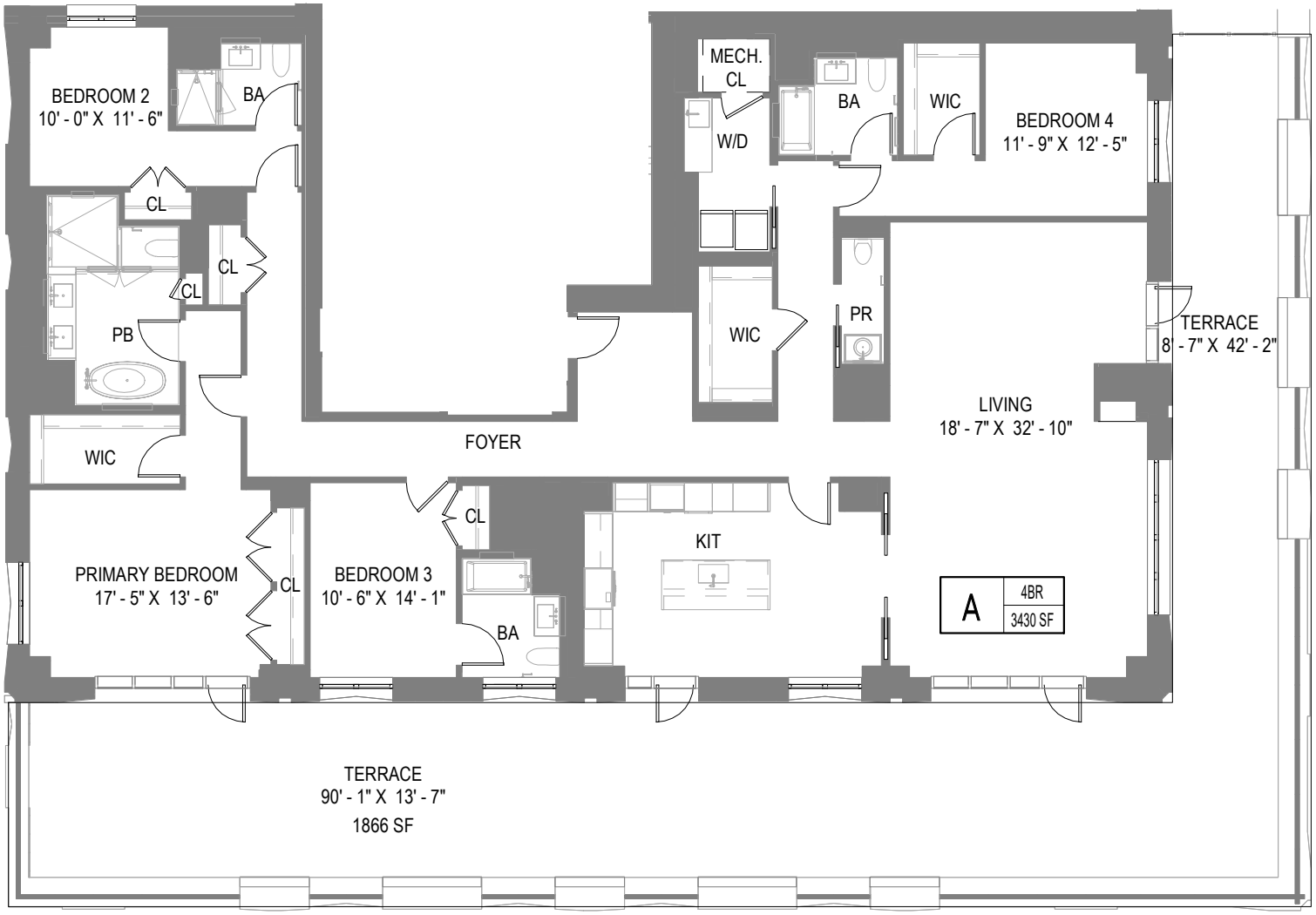

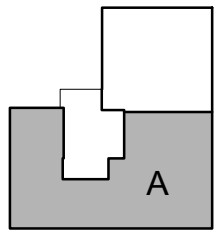

KEY PLAN

4BR/4.5BATH	3430 SF
TERRACE	1866 SF
TOTAL	5296 SF

FLOOR 8 - UNIT A (MARKETING FLOOR 9)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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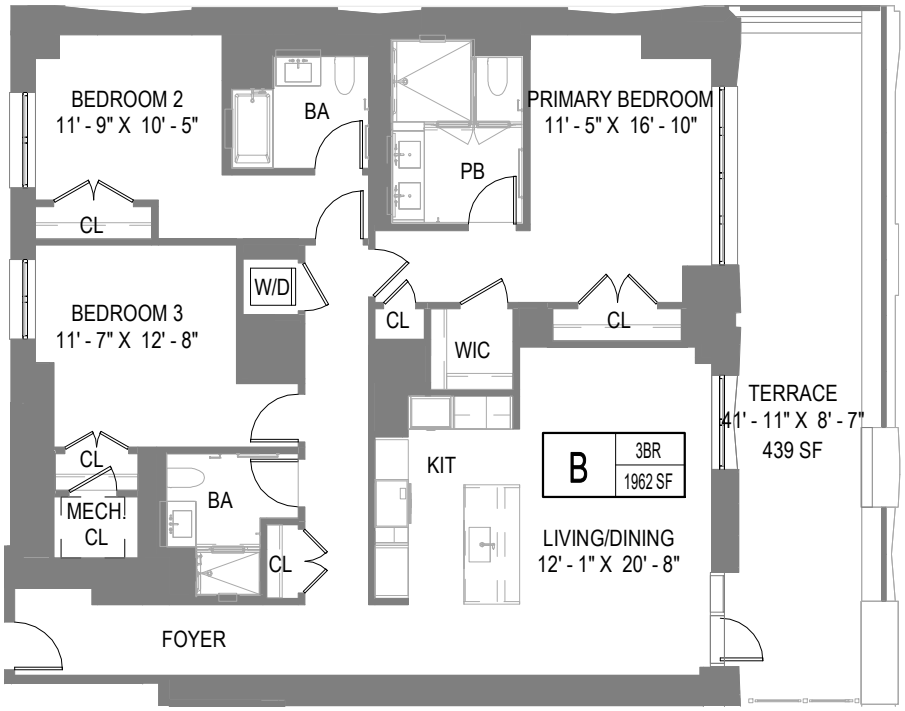

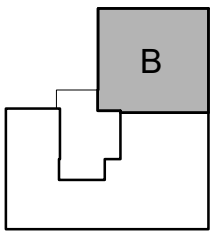

KEY PLAN

3BR/3BATH	1962 SF
TERRACE	439 SF
TOTAL	2401 SF

FLOOR 8 - UNIT B (MARKETING FLOOR 9)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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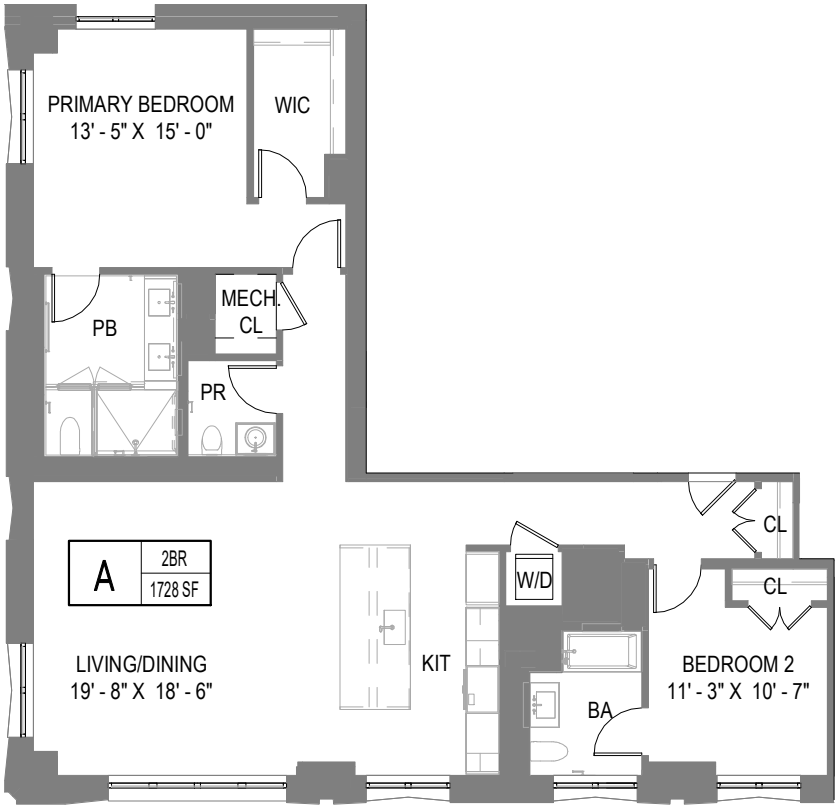

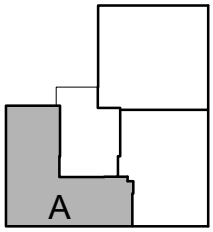

KEY PLAN

2BR/2.5BATH	1728 SF
TOTAL	1728 SF

FLOOR 9-14 - UNIT A (MARKETING FLOOR 10-16)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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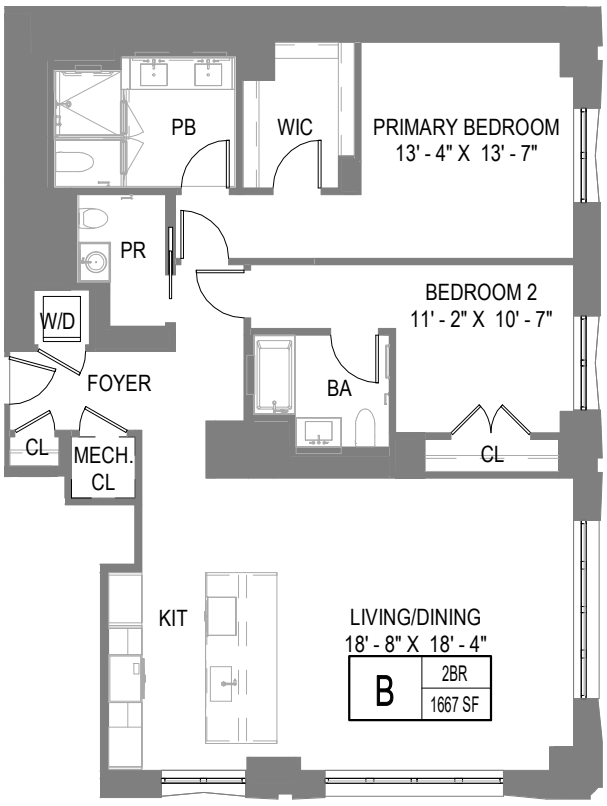

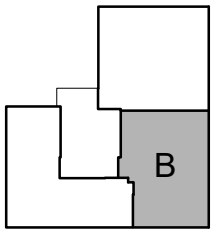

KEY PLAN

2BR/2.5BATH	1667 SF
TOTAL	1667 SF

FLOOR 9-14 - UNIT B (MARKETING FLOOR 10-16)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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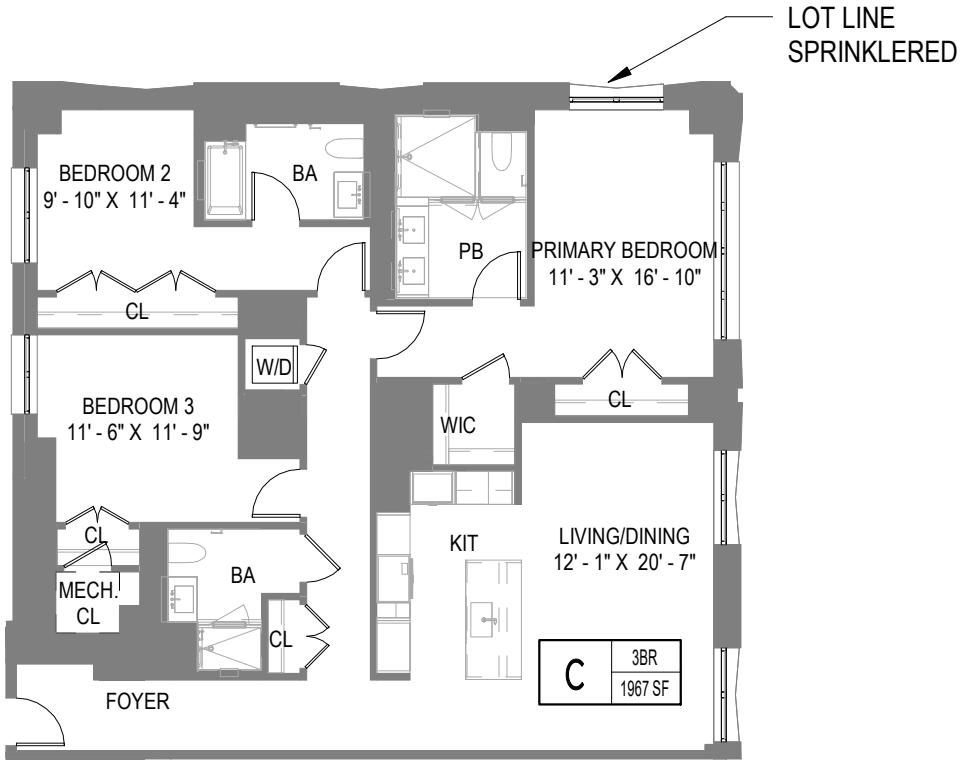

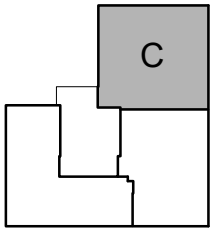

KEY PLAN

3BR/3BATH	1967 SF
TOTAL	1967 SF

FLOOR 9-11 - UNIT C (MARKETING FLOOR 10 - 12)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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NEW YORK, NY 10004

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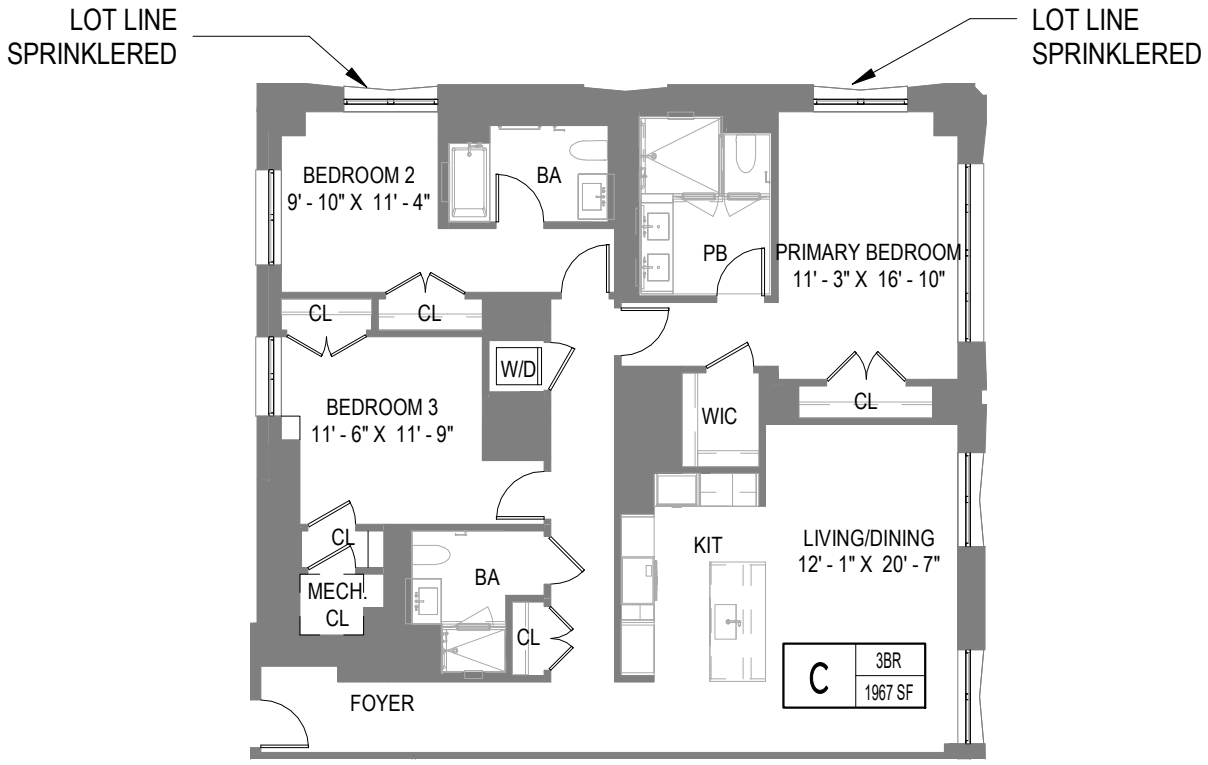

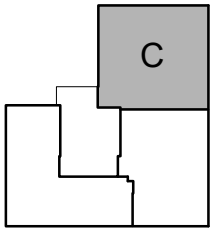

KEY PLAN

3BR/3BATH	1967 SF
TOTAL	1967 SF

FLOOR 12-14 - UNIT C (MARKETING FLOOR 14 - 16)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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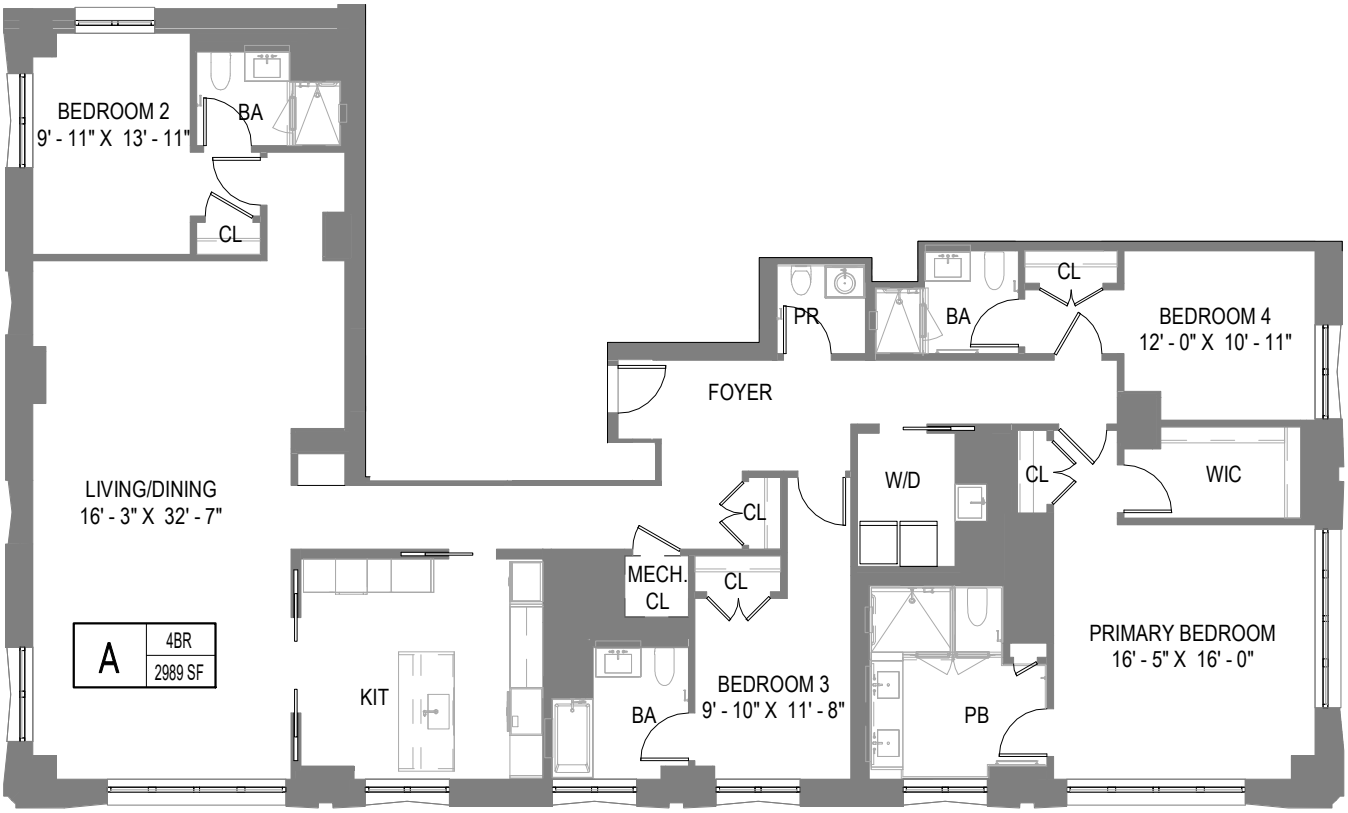

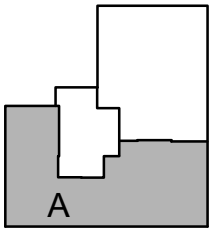

KEY PLAN

4BR/4.5BATH 2989 SF
TOTAL 2989 SF

FLOOR 15-19 - UNIT A (MARKETING FLOOR 17 - 21)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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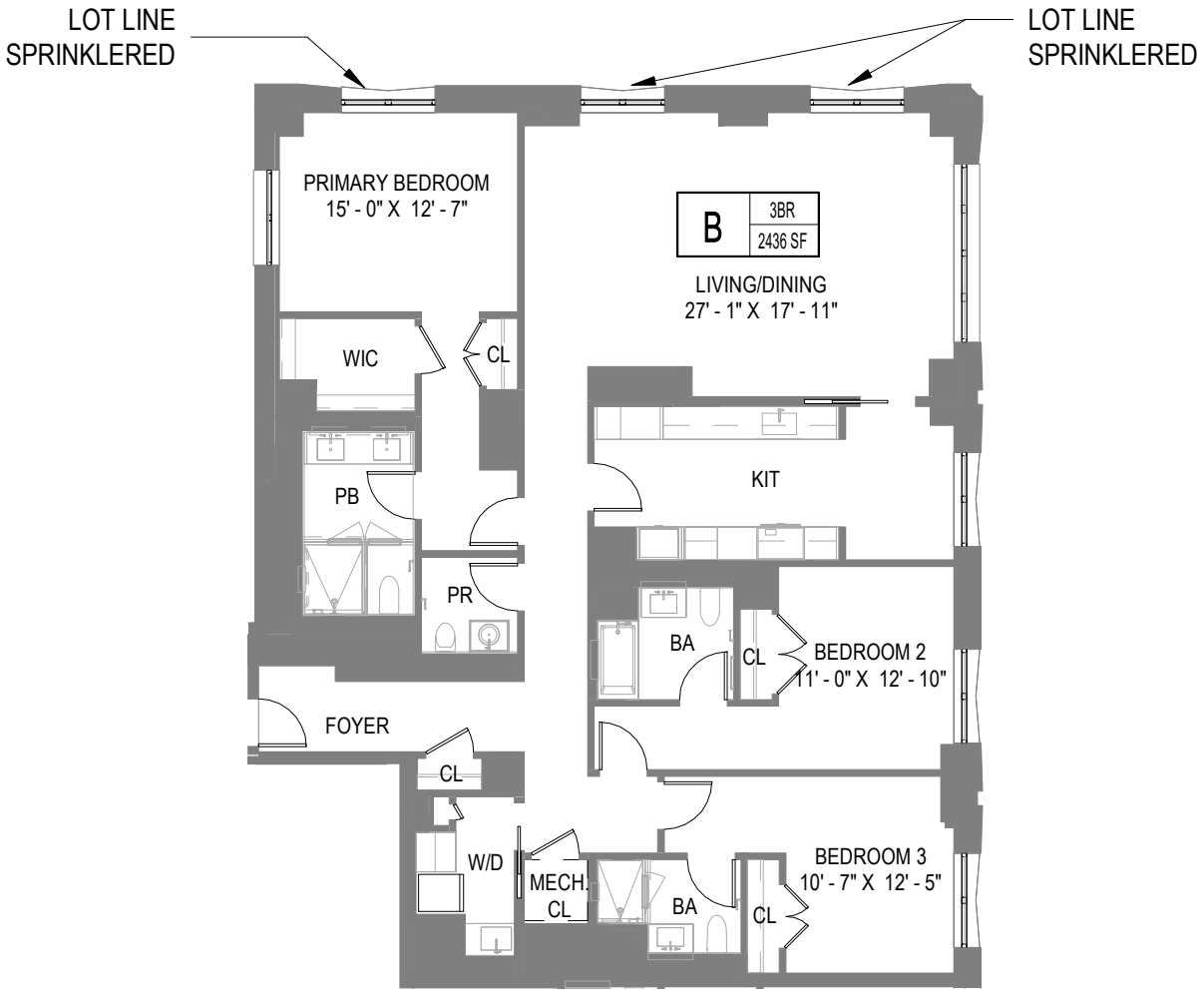

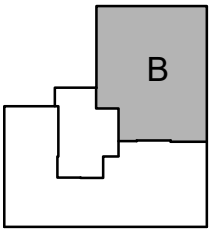

KEY PLAN

3BR/3.5BATH	2436 SF
TOTAL	2436 SF

FLOOR 15 - UNIT B (MARKETING FLOOR 17)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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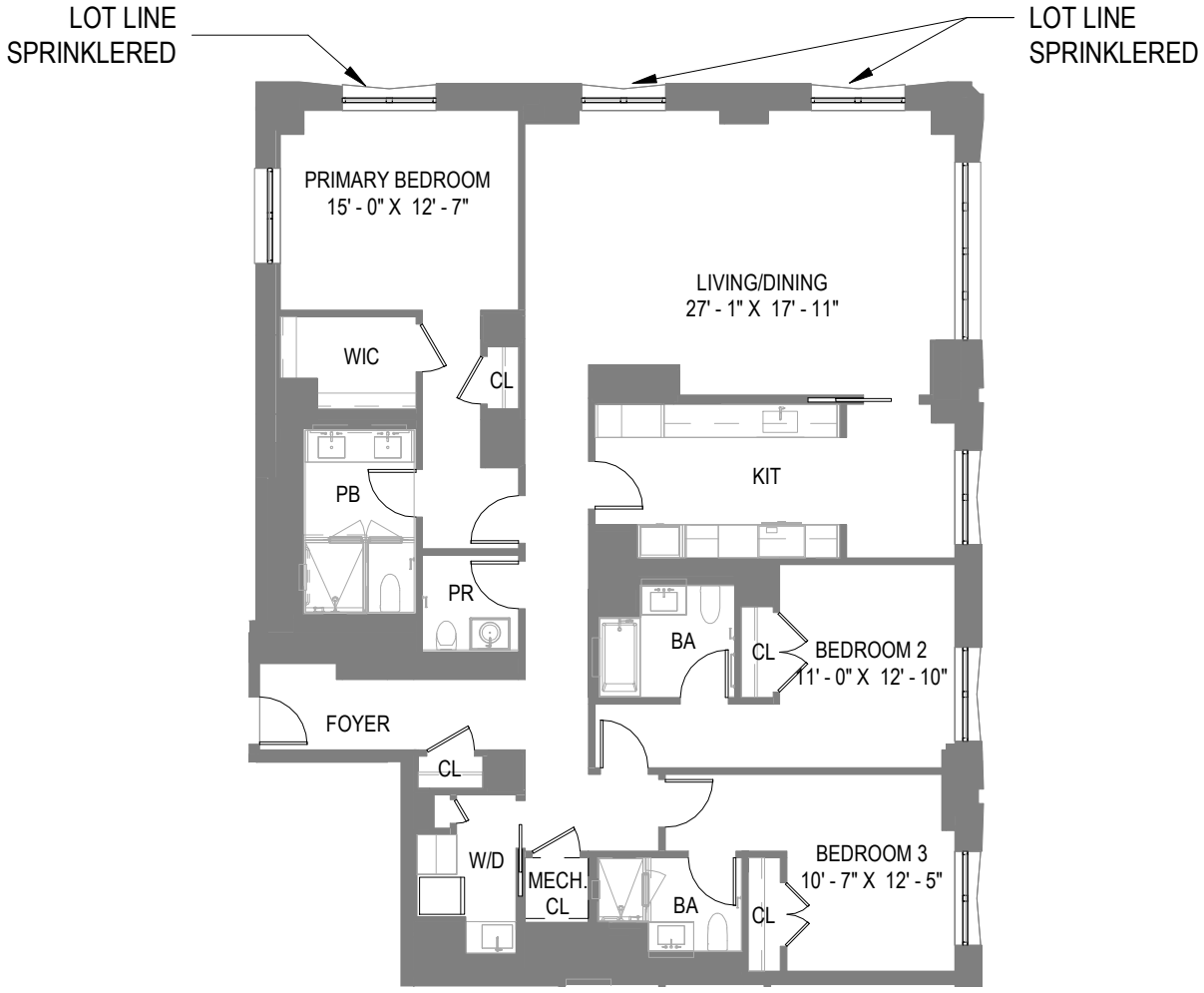

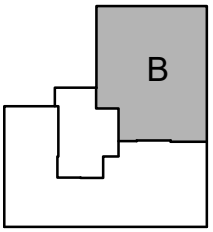

KEY PLAN

3BR/3.5BATH	2436 SF
TOTAL	2436 SF

FLOOR 16-19 - UNIT B (MARKETING FLOOR 18 - 21)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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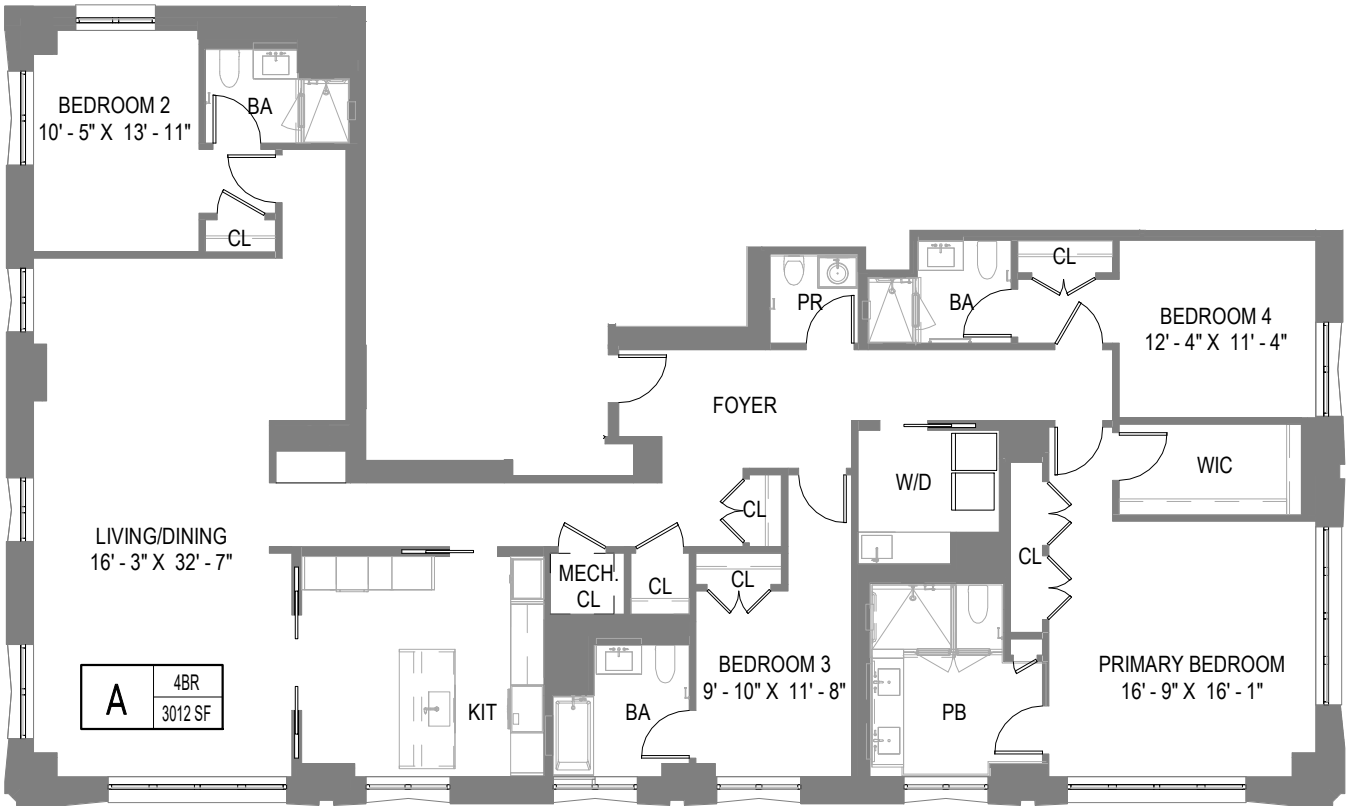

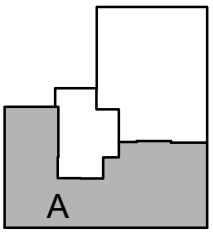

KEY PLAN

4BR/4.5BATH	3012 SF
TOTAL	3012 SF

FLOOR 23 - UNIT A (MARKETING FLOOR 26)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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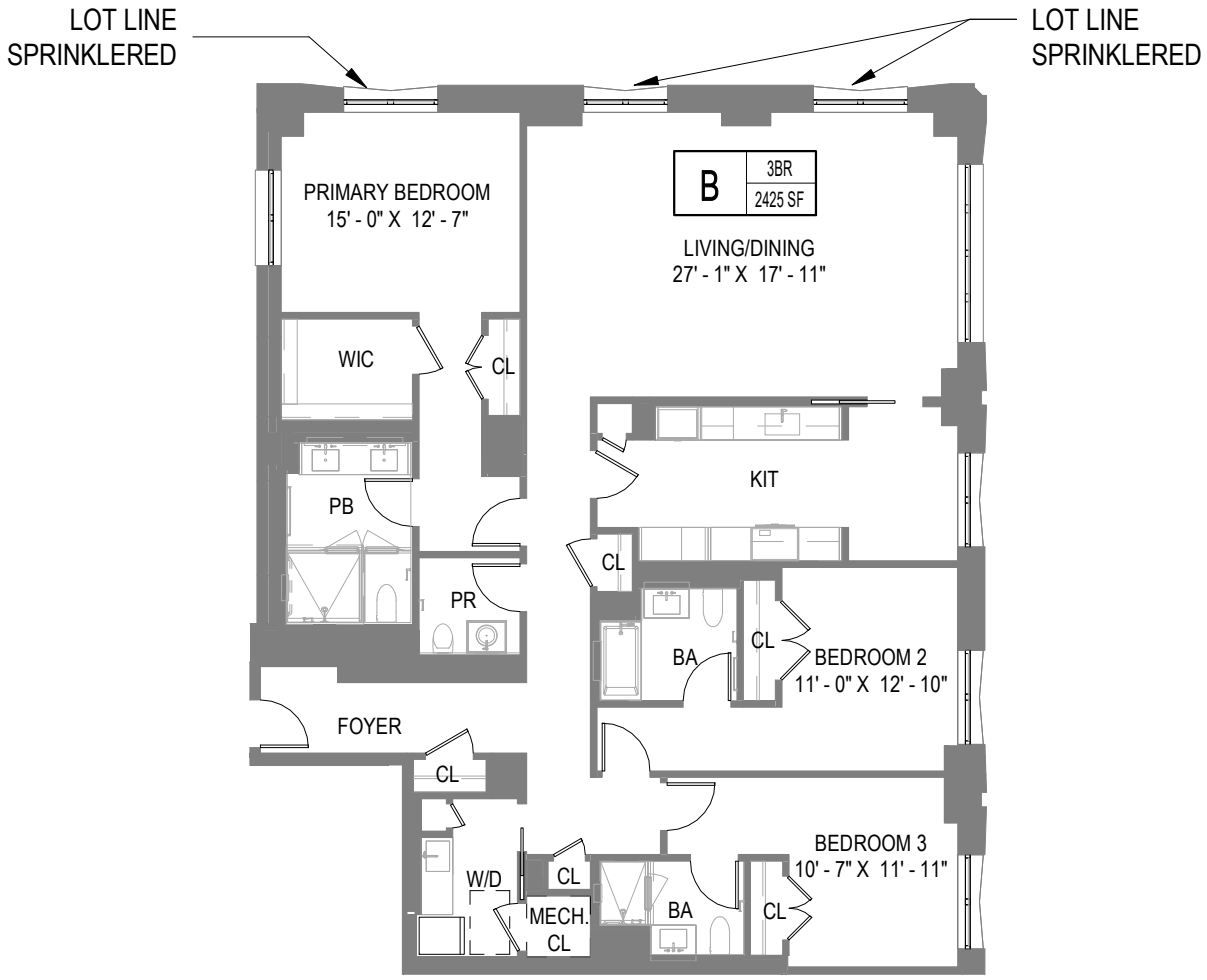

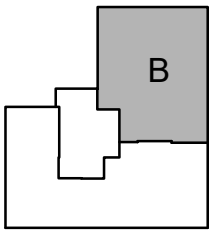

KEY PLAN

3BR/3.5BATH	2425 SF
TOTAL	2425 SF

FLOOR 23 - UNIT B (MARKETING FLOOR 26)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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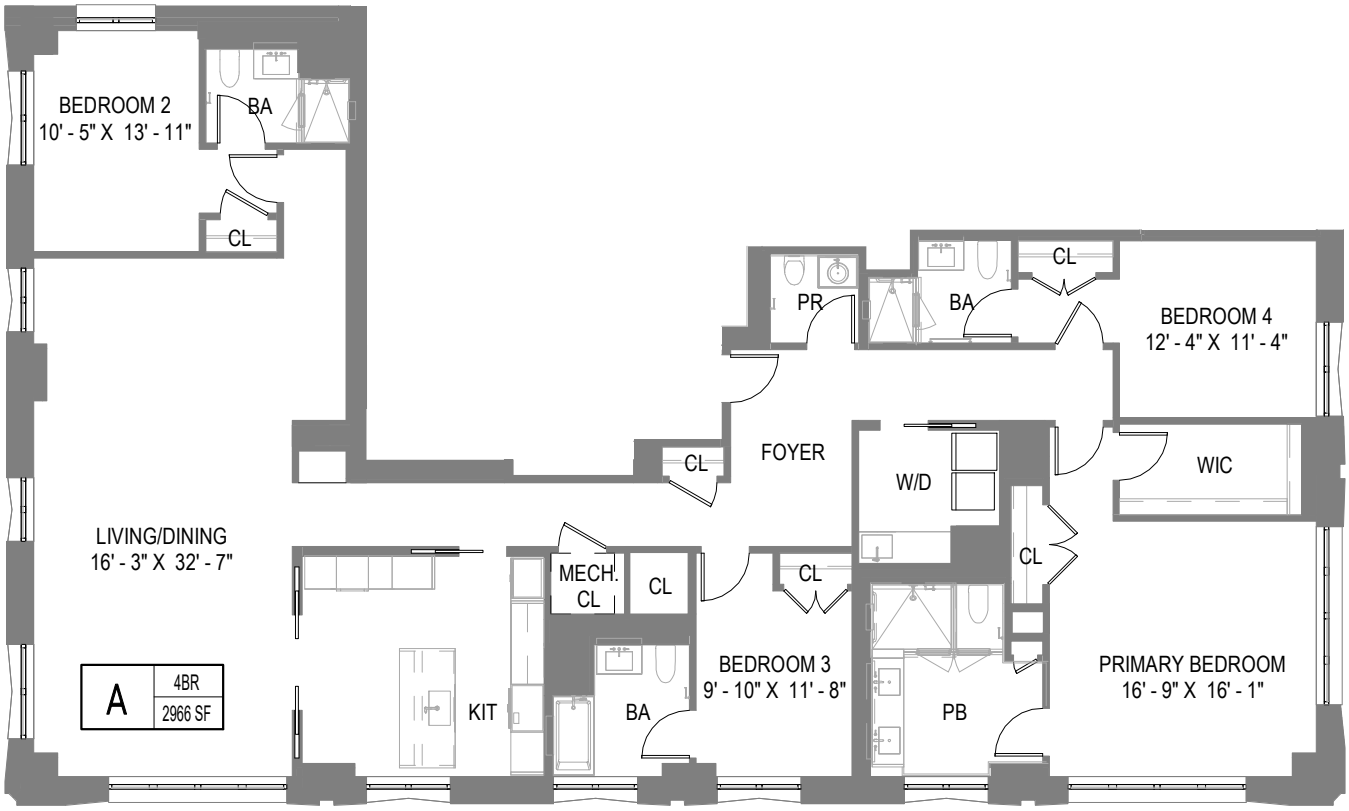

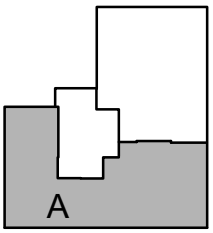

KEY PLAN

3BR/3.5BATH	2966 SF
TOTAL	2966 SF

FLOOR 24 - UNIT A (MARKETING FLOOR 27)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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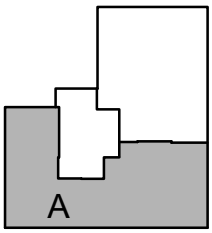

KEY PLAN

4BR/4.5BATH	3012 SF
TOTAL	3012 SF

FLOOR 25-28 - UNIT A (MARKETING FLOOR 28-31)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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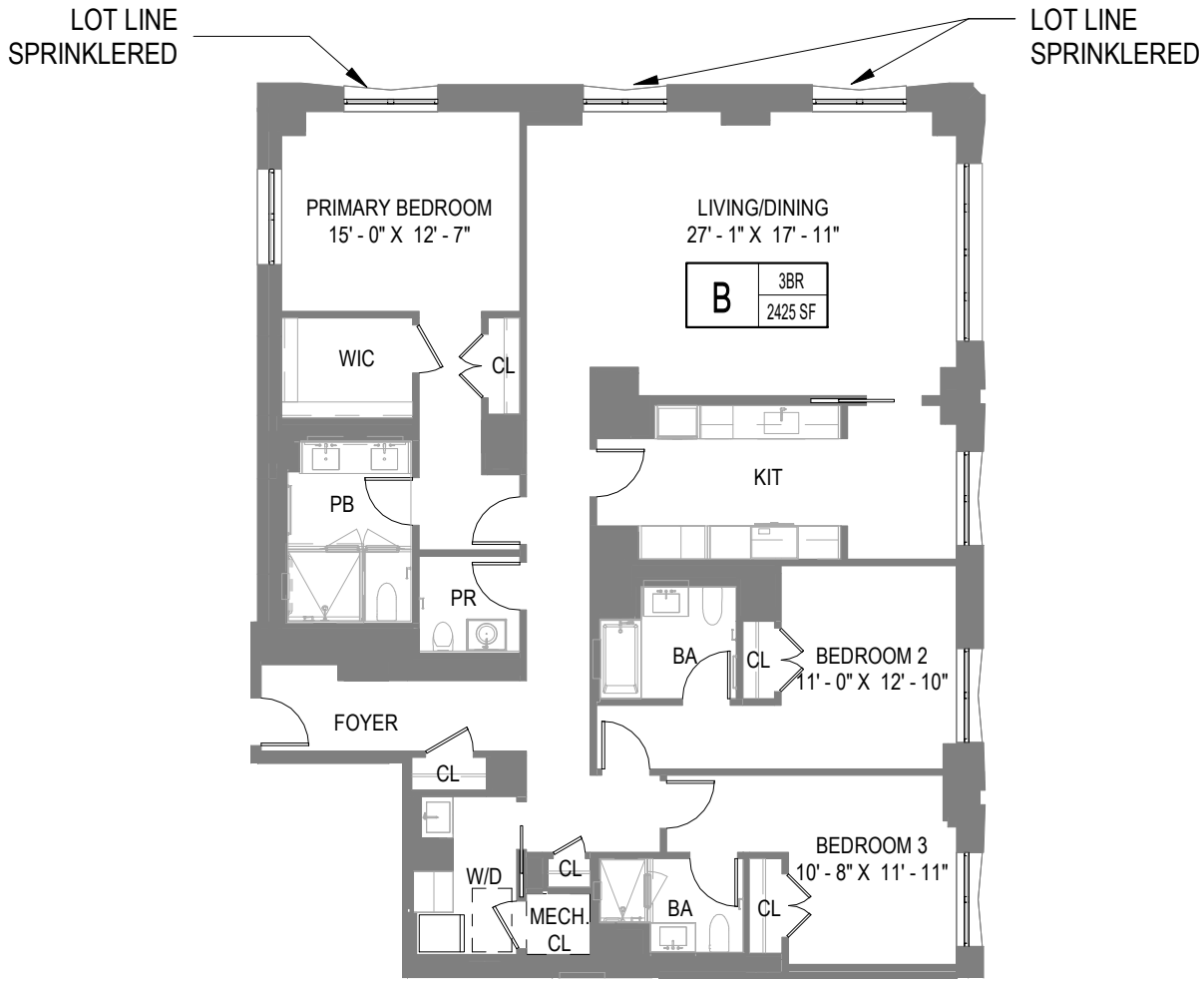

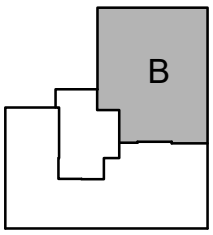

KEY PLAN

3BR/3.5BATH	2425 SF
TOTAL	2425 SF

FLOOR 24-28 - UNIT B (MARKETING FLOOR 27-31)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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NEW YORK, NY 10004

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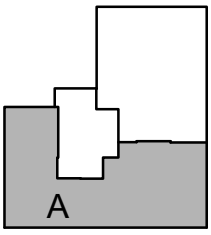
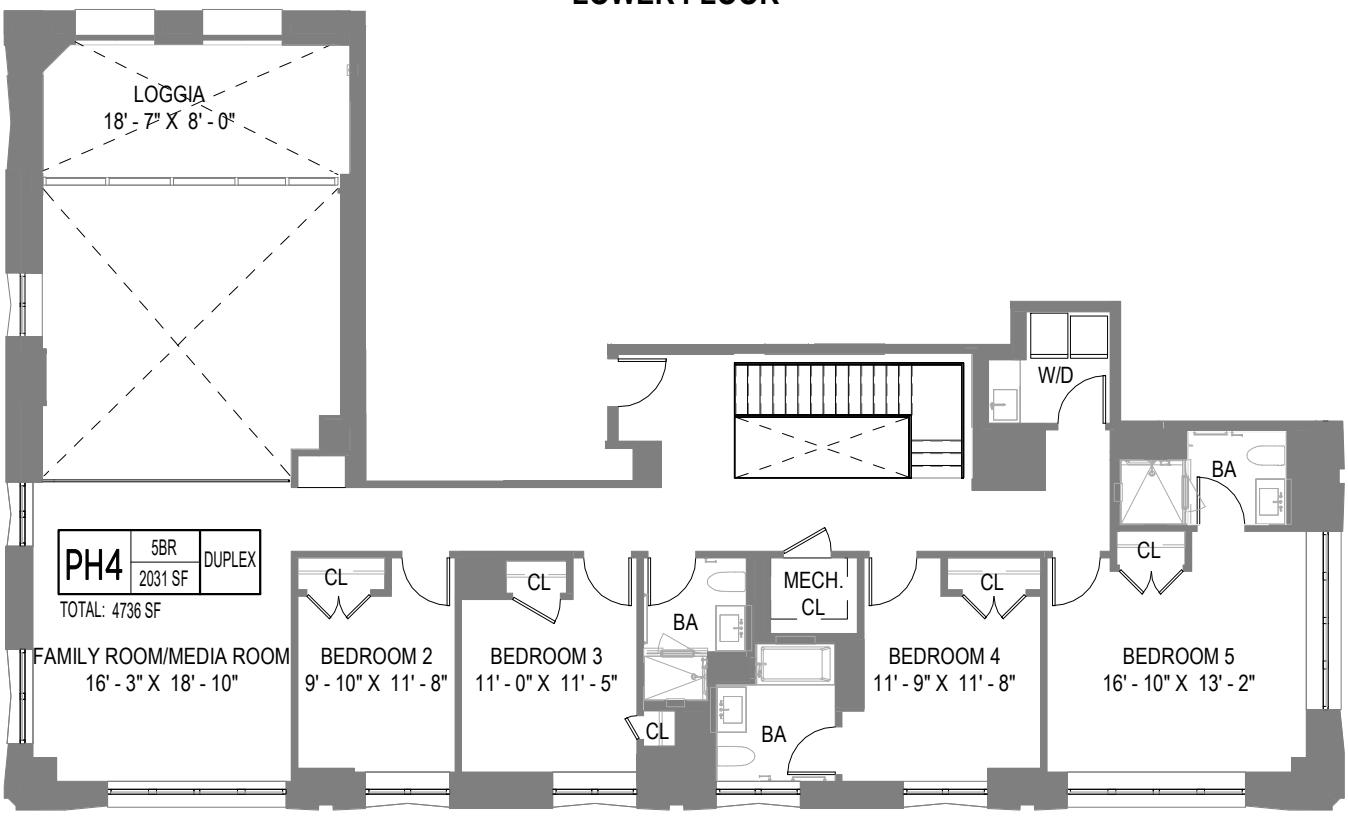
UPPER FLOOR 4BR/3BATH	2705 SF
LOWER FLOOR 1BR/1.5BATH	2031 SF
LOGGIA	235 SF
TOTAL	4971 SF



KEY PLAN

LOWER FLOOR



UPPER FLOOR

FLOOR 29-32 - PH3 & PH4 (MARKETING FLOOR 32-35)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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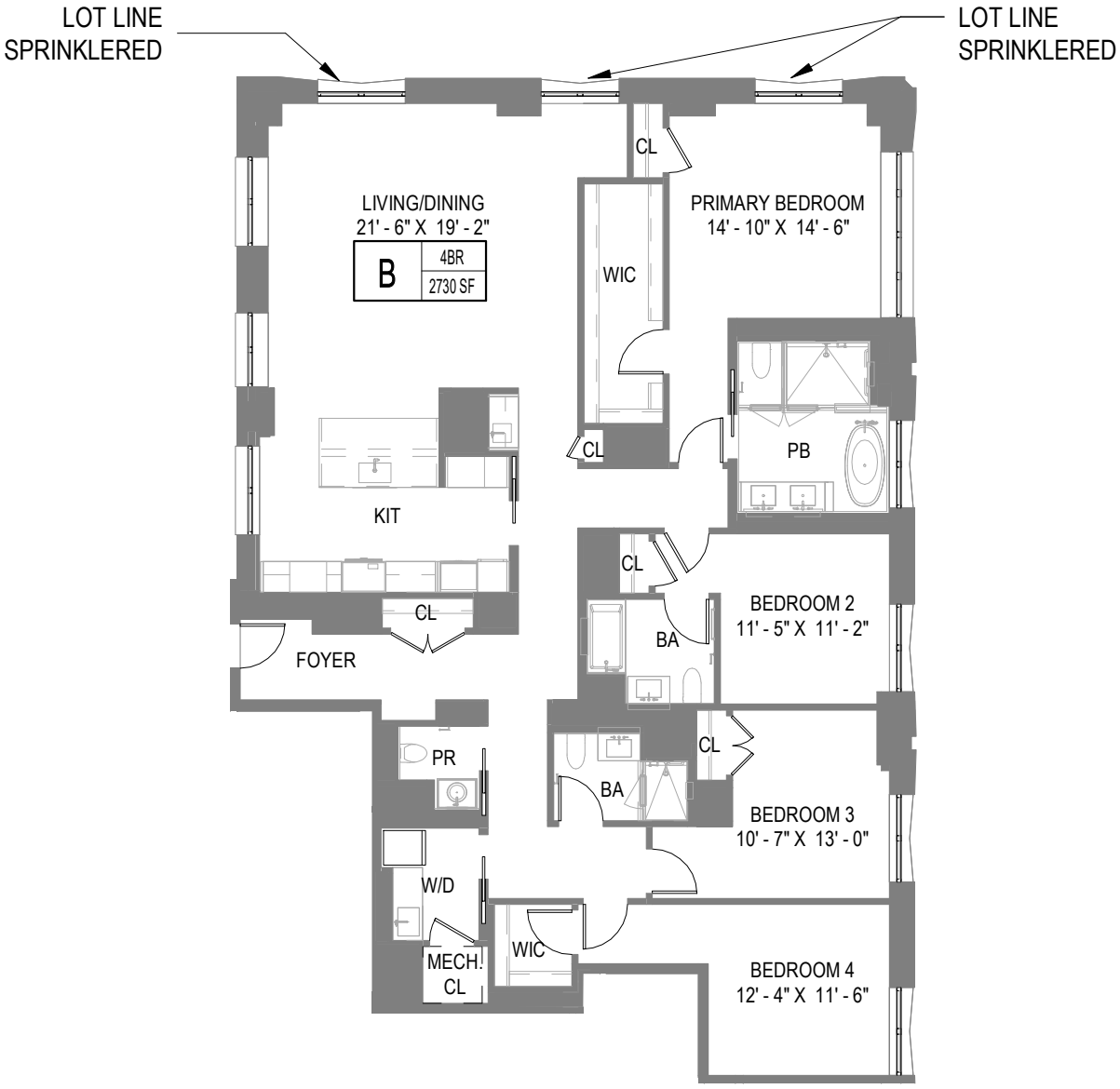

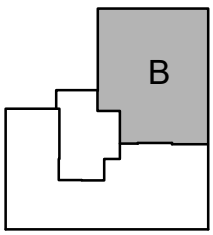

KEY PLAN

4BR/3.5BATH	2730 SF
TOTAL	2730 SF

FLOOR 29 - UNIT B (MARKETING FLOOR 32)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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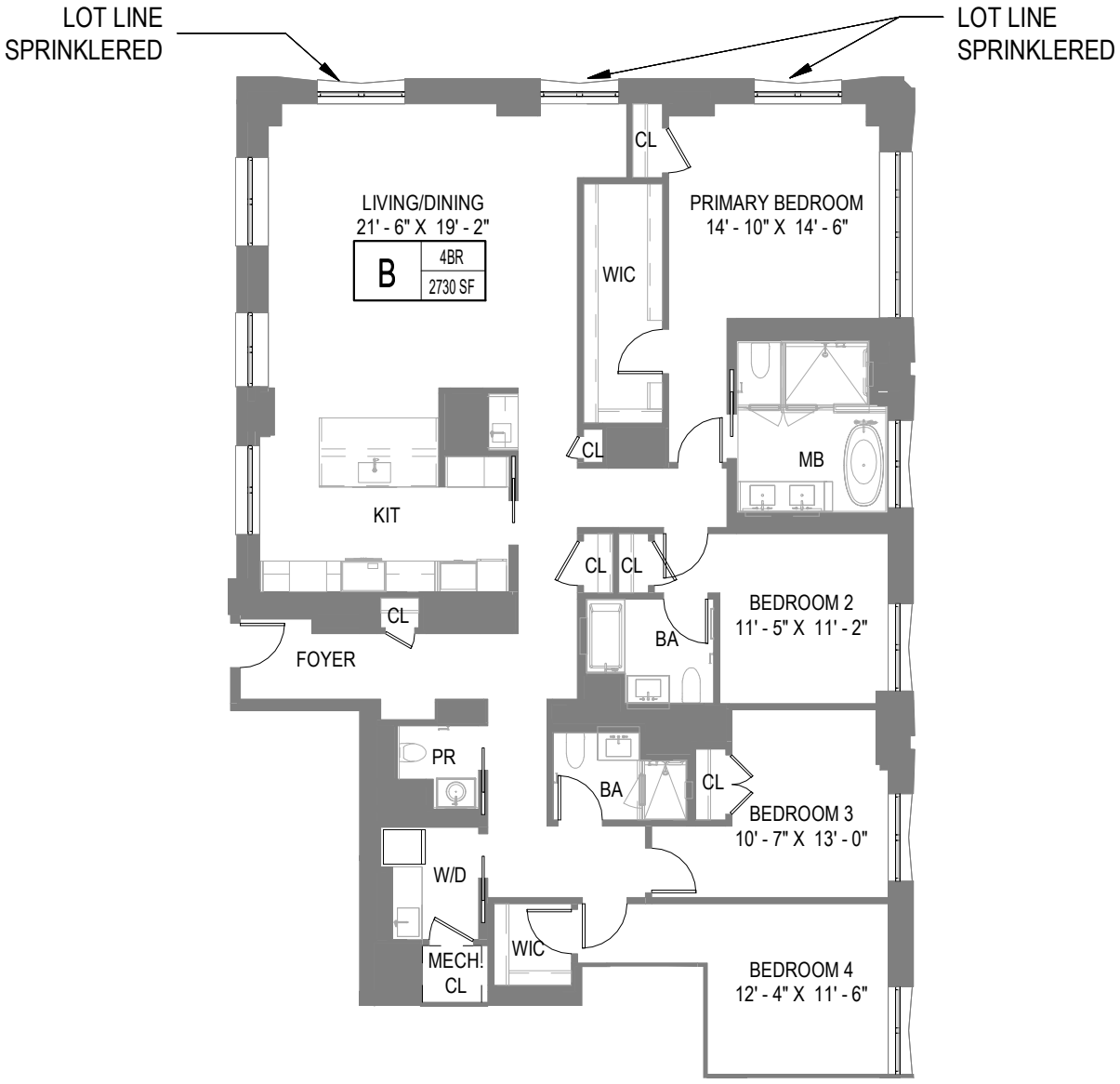

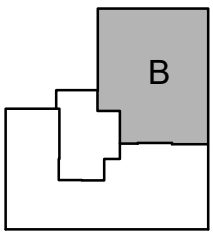

KEY PLAN

4BR/3.5BATH	2730 SF
TOTAL	2730 SF

FLOOR 30-32 - UNIT B (MARKETING FLOOR 33-35)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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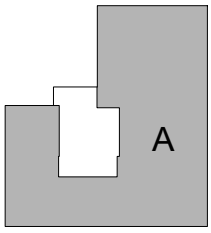
6BR/7.5BATH	5481 SF
LOGGIA	235 SF
TOTAL	5716 SF



KEY PLAN

FLOOR 33 - PH2 (MARKETING FLOOR 36)

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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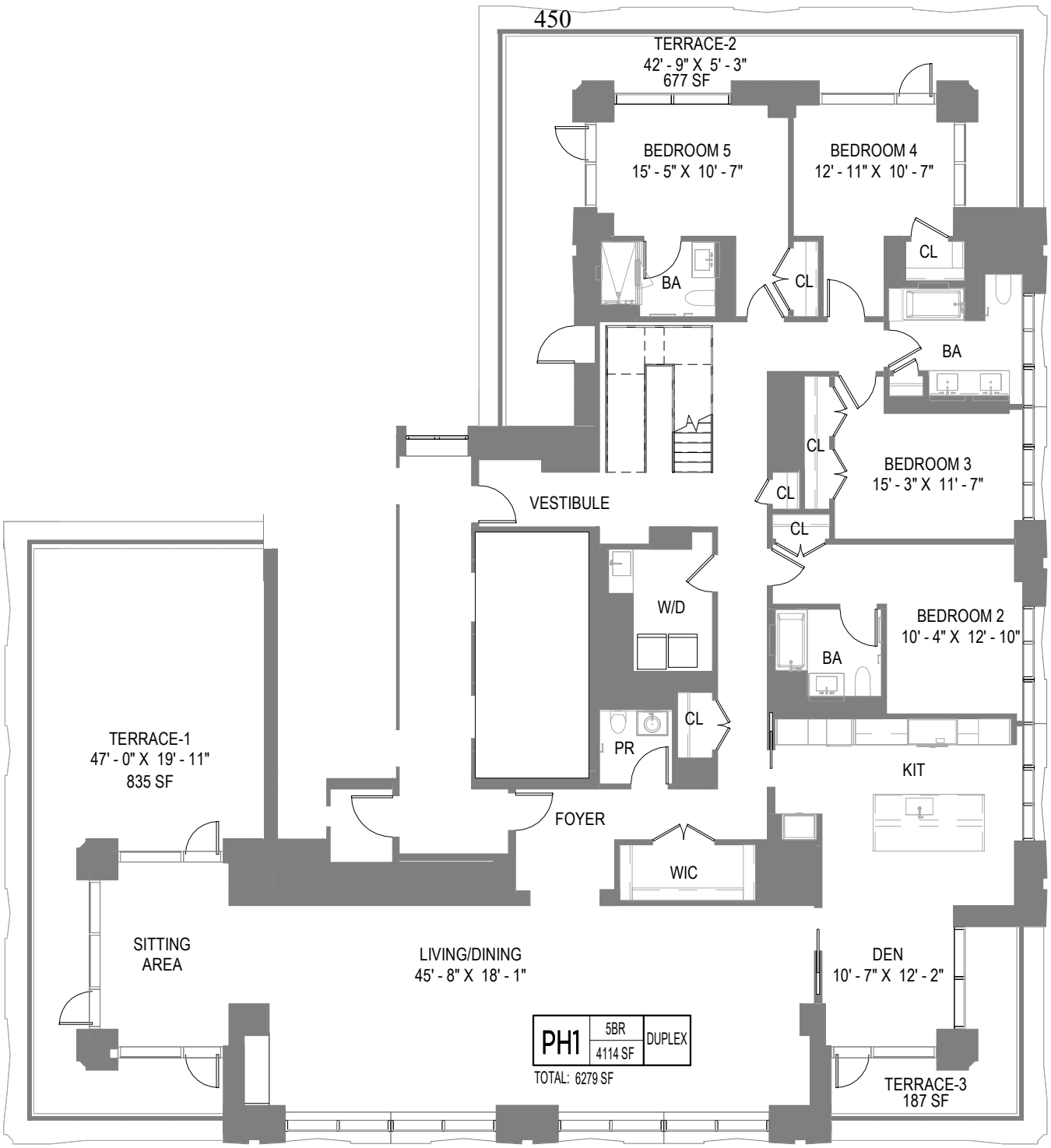
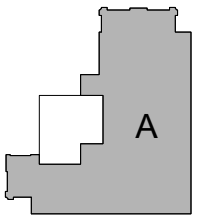


UPPER FLOOR 1BR/1BATH	2164 SF
LOWER FLOOR 4BR/3.5BATH	4115 SF
TERRACE -1	835 SF
TERRACE -2	677 SF
TERRACE -3	187 SF
TERRACE -4	750 SF
TOTAL	8728 SF

FLOOR 34 - PH1 (MARKETING FLOOR 37)



KEY PLAN

07/06/26

175E 82ND ST
NEW YORK, NY 10028

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1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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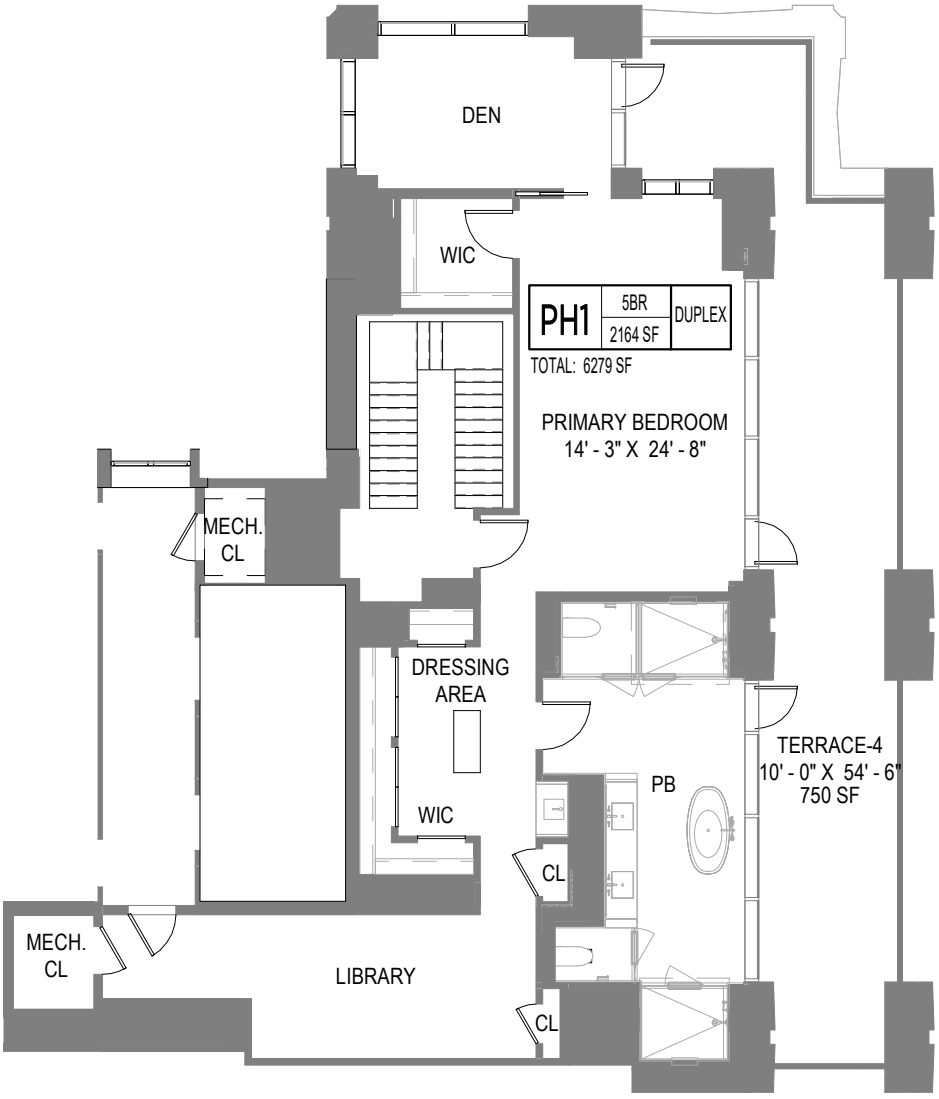
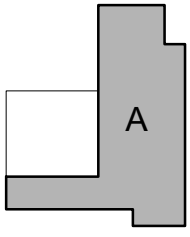


UPPER FLOOR 1BR/1BATH	2164 SF
LOWER FLOOR 4BR/3.5BATH	4115 SF
TERRACE -1	835 SF
TERRACE -2	677 SF
TERRACE -3	187 SF
TERRACE -4	750 SF
TOTAL	8728 SF

FLOOR 35 - PH1 (MARKETING FLOOR 38)



KEY PLAN

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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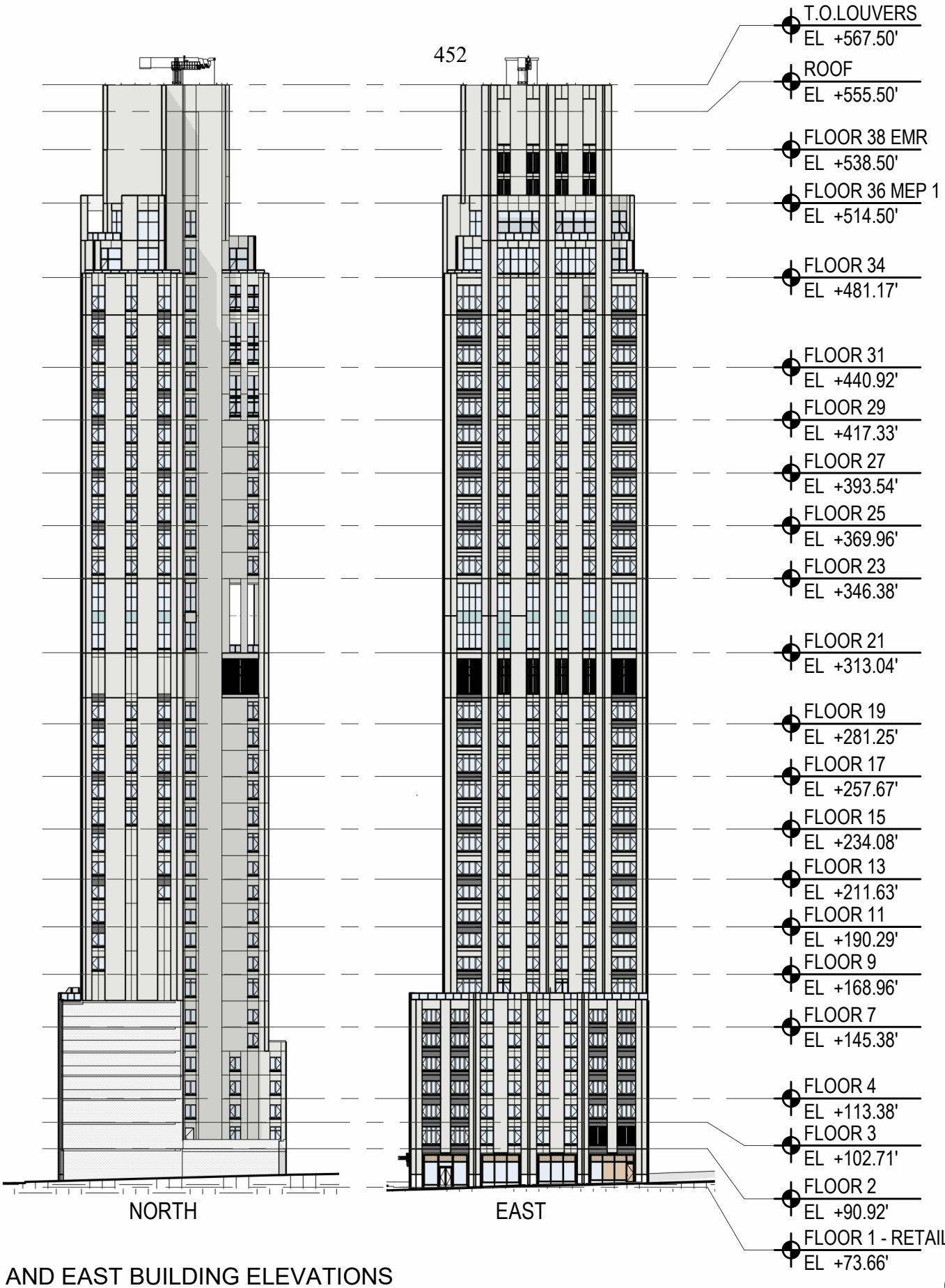

NORTH AND EAST BUILDING ELEVATIONS

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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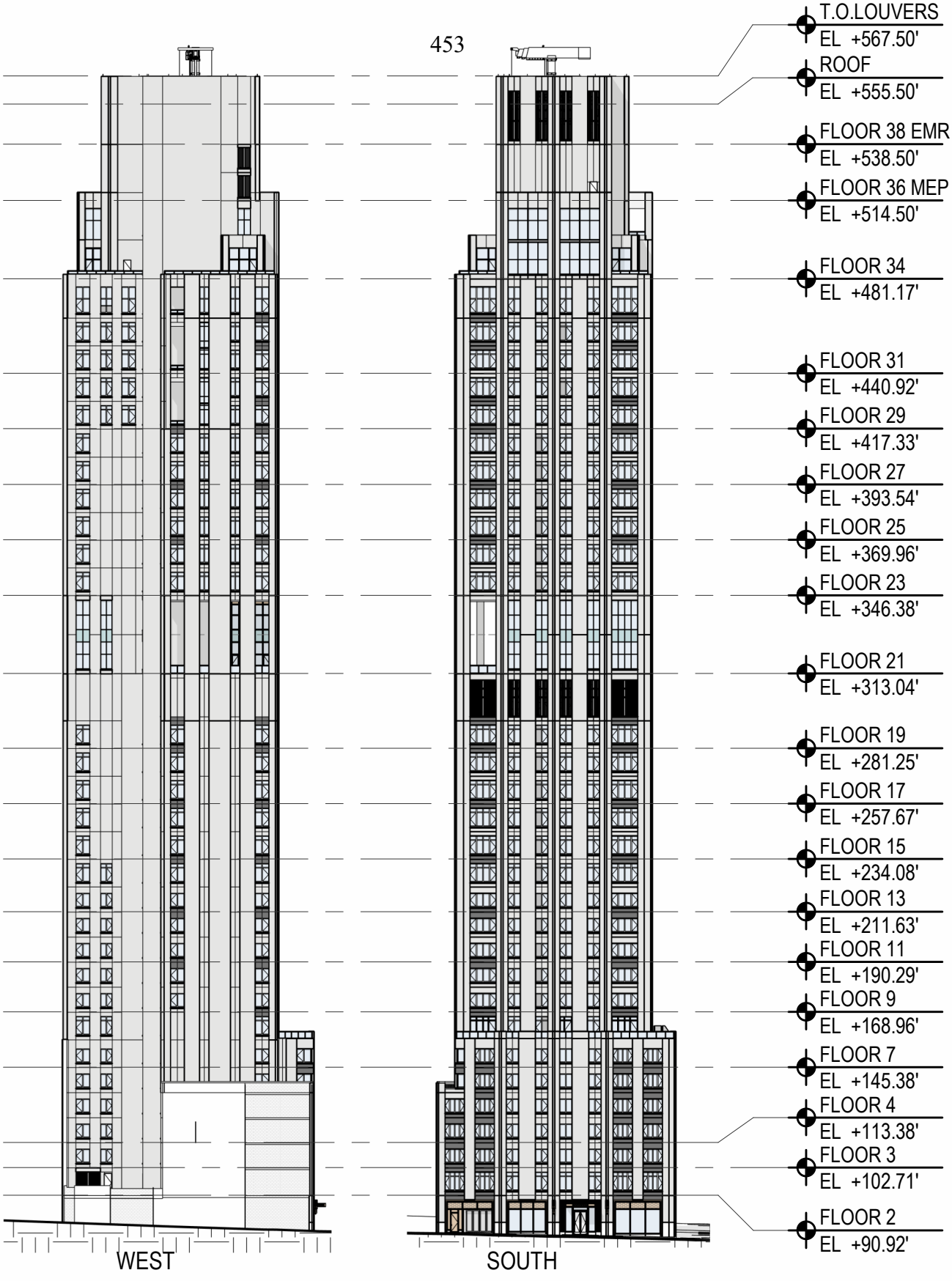

WEST AND SOUTH BUILDING ELEVATIONS

07/06/26

175E 82ND ST
NEW YORK, NY 10028

CETRARUDDY **ARCHITECTURE** DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE UNIT LAYOUT, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

Reserve Study for New Construction and Lender Property Analysis

of the

175 East 82nd Street Condominium

175 East 82nd Street

New York, NY 10028

June 1, 2027 - May 31, 2057

Prepared by:

STRATEGIC INSPECTIONS

150 Main Street, Suite 2

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Inspection: N/A

Report: August 19, 2026

STRATEGIC INSPECTIONS

150 Main Street, Suite 2
Port Washington, NY

175 East 82nd Street Condominium
New York, NY

Strategic Inspections, LLC (SI) performed a reserve study for 175 East 82nd Street Condominium (hereinafter "property") located at 175 East 82nd Street, New York, NY 10028. The property has 73 Condominiums (Condos) residential units and multiple model types. The reserve study is for the fiscal year starting June 1, 2027, and ending June 30, 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 thiriy-eight (38) story building plus cellar, penthouse, and bulkhead levels. The property will consist of a total of 73 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 finish construction in .

Amenities that will be provided in the building include, but may not be limited to, a lobby and concierge, mailbox room, lounge, fitness room, media room, indoor pool, sauna, two passenger elevators, one service elevator, common area restrooms, common terrace, 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 175 East 82nd Street Condominium.

The following documents were made available and were reviewed during the course of our study:

- Offering Plan - 175 East 82nd Street, New York, NY, 10028 , prepared by, East 82 Owner LLC., dated, July 26, 2024.
- Architectural Plans, and subsequent engineering disciplines - 175 East 82nd Street, New York, NY, 10028 , prepared by Centra Ruddy Architecture DPC., dated July 26, 2024.
- 2027-2028 Budget - Schedule B - 175 East 82nd Street Condominium - Projected Budget for Projected First Full Year of Condominium Operation July 1,2027-June 30,2028

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 June 1, 2027, the current 'one-time' replacement and/or repair cost for all components identified in this reserve is $8,406,259.12. A future cost has also been calculated for all subsequent replacement/repair costs over the 30-year term, subject to an annual compounded inflation rate of 3.11%. The future replacement cost is $16,333,063.11.

With respect to the establishment of a contribution schedule for condominium residents, lending approval is typically contingent upon the establishment of a reserve fund contribution from condominium 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	1 Month Common Charge at Closing	Total Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Yearly Reserve Contribution from 1 Month Contributions at Closings	Surplus Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Budget Line Item (Total Required Reserve Contributions and Contributions at Closing)
2027-28	$97,000.00	43	$4,745.47	$204,055.08	$92,000.00	$112,055.08	$5,000.00
2028-29	$106,700.00	30	$4,745.47	$142,364.01	$101,700.00	$152,719.08	$5,000.00
2029-30	$117,370.00	0	$0.00	$0.00	$112,370.00	$40,349.08	$5,000.00
2030-31	$129,107.00	0	$0.00	$0.00	$40,349.08	$0.00	$88,757.92
2031-32	$142,017.70	0	$0.00	$0.00	$0.00	$0.00	$142,017.70

Total Required Reserve Contribution - The total required reserve contribution as prescribed by SI's analysis for year one of this study is $97,000.00. In order to meet obligations towards the reserve over the 30-year horizon while

maintaining a realistic contribution schedule for condominium 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 two months of common charges at closing, one month of which will be dedicated to a reserve account, and one month will be dedicated to a working capital fund of the condominium. The one-month for reserves will be deposited into the reserve account at each closing. Information from the sponsor indicates that 43 closures are anticipated in year one and 30 closures are anticipated in year two.

Average 1-Month Common Charge at Closing - One month of the purchaser's common charge contribution is estimated to be $4,745.47 per unit.

Total Yearly Reserve Contribution from 1 Month Contributions at Closings - Using the estimated number of closings and average one-month common charge at closing, SI has estimated that $204,055.08 will be available for total yearly reserve contributions to the reserve fund in year one, and $142,364.01 will be available for total yearly reserve contributions to the reserve fund in year two.

Required & Surplus Yearly Reserve Contribution from 1 Month Contributions at Closings - To satisfy lending approval, SI has established a minimum target of $5,000.00 for the 'budget line item.'

- Year 1: Of the $204,055.08 collected from 43 closings in year one, only $92,000.00, is *required* to meet the 'budget line item' goal for year one, leaving $112,055.08 in surplus capital to carry over to year two.
- Year 2: In conjunction with the remaining surplus of $112,055.08 of surplus capital from year one, of the $142,364.01 collected from 30 closings in year two, only $101,700.00, is *required* to meet the 'budget line item' goal for year two, leaving $152,719.08 in surplus capital to carry over to year three.
- Year 3: Of remaining $152,719.08 of surplus capital from year two, only $112,370.00, is *required* to meet the 'budget line item' goal for year three, leaving $40,349.08 in surplus capital to carry over to year four.
- Year 4: After the remaining $40,349.08 of surplus capital from year three, the 'required budget line item' for year four will be $88,757.92.

FUNDING PLAN:

As shown in the table above, the results of this Reserve Study show that a total of $97,000.00 in year one, $106,700.00 in year two, and $117,370.00 in year three are required to be deposited into the reserve fund over the first three years. Assuming the aforementioned *required* and *surplus* WCS contribution distributions outlined above, the reduced annual contributions for the initial years of this Reserve Study are as follows:

- $5,000.00 in year one
- $5,000.00 in year two
- $5,000.00 in year three
- $88,757.92 in year four

WCS contributions should be complete by year five at which point reserve contributions should increase to $142,017.70 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 $5,000.00.

LENDER PROPERTY ANALYSIS

INSPECTION DATE:

N/A

RESERVE STUDY EXPIRATION DATE:

This Reserve Study should be updated upon completion of construction.

PROPERTY INFORMATION:

175 East 82nd Street Condominium

175 East 82nd Street

New York, NY, 10028

CAPITAL ANALYSIS SUMMARY:

Current Reserve Balance: $0.00

Date Reported: February 25, 2026

Operating Budget Total: $4,203,312.00

Current Budget Allocation Towards Reserve: $379,392.00

Current Reserve Percentage of Operating Budget: 9.00%

Forecasted First Year Contribution Requirement: $97,000.00

Forecasted Reserve Percentage of Operating Budget: 2.31%

Forecasted Percent Funded (Year 1): 13.72%

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, the general condition of the property will be anticipated to be in good condition. 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:	June 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:**	0
Interest:	* 4.00%	**Total Units:**	73
Inflation:	** 3.11%	**Year Built:**	

* 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:

$8,406,259.12

Total Future Cost of All Expenditures:

$16,333,063.11

First Five Years

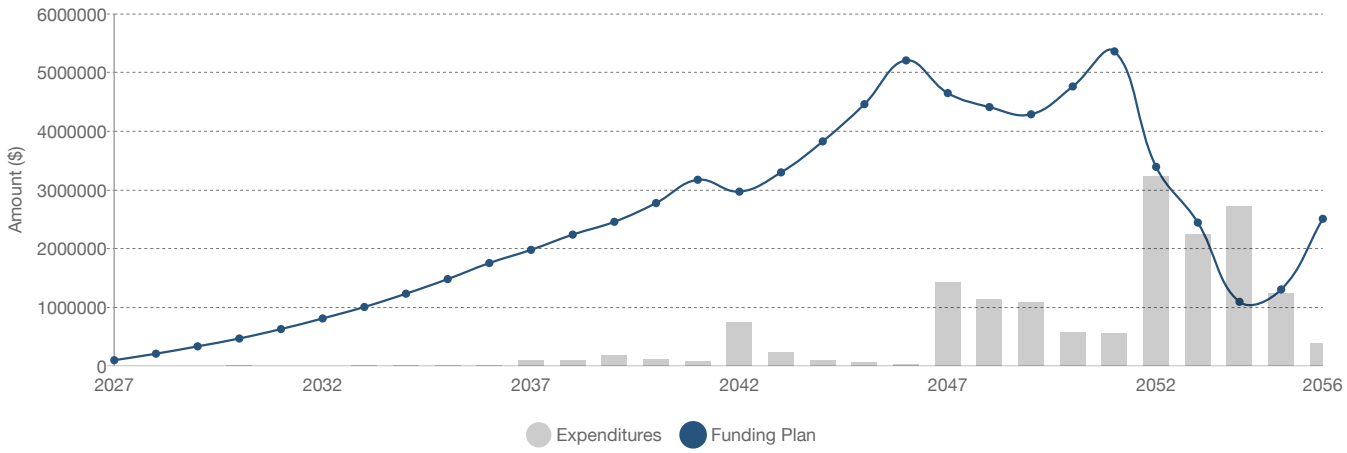
PROPERTY								OWNER (PER UNIT)	
YEAR	STARTING BALANCE	CONTRIBUTIONS	SPECIAL ASSMNT	ADDT'L CAPITAL	INTEREST	RESERVE EXPENSES	ENDING BALANCE	MONTHLY CONTRIB	SPECIAL ASSMNT
2027-28	$0.00	$97,000.00	$0.00	$0.00	$0.00	$0.00	$97,000.00	$110.73	$0.00
2028-29	$97,000.00	$106,700.00	$0.00	$0.00	$3,880.00	$0.00	$207,580.00	$121.80	$0.00
2029-30	$207,580.00	$117,370.00	$0.00	$0.00	$8,303.20	$0.00	$333,253.20	$133.98	$0.00
2030-31	$333,253.20	$129,107.00	$0.00	$0.00	$13,330.13	$8,477.43	$467,212.90	$147.38	$0.00
2031-32	$467,212.90	$142,017.70	$0.00	$0.00	$18,688.52	$0.00	$627,919.12	$162.12	$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	$97,000.00	$592,194.70	$1,545,930.20	$15,955,920.08
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	$44,201.85	$250,288.63	$2,884,694.62
Reserve Expenses	$0.00	($8,477.43)	($42,798.60)	($16,333,063.11)
Reserves Balance	**$97,000.00**	**$627,919.12**	**$1,753,420.23**	**$2,507,551.59**
# of Special Assessments	0	0	0	0
Owner				
Avg Contributions (/unit/month)	$110.73	$135.20	$176.48	$607.15
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	$97,000.00	N/A	$0.00	$0.00	$0.00	$0.00	$97,000.00	13.72%	$706,924.55
2028-29	$97,000.00	$106,700.00	10.00%	$3,880.00	$0.00	$0.00	$0.00	$207,580.00	18.99%	$1,093,364.92
2029-30	$207,580.00	$117,370.00	10.00%	$8,303.20	$0.00	$0.00	$0.00	$333,253.20	22.17%	$1,503,158.09
2030-31	$333,253.20	$129,107.00	10.00%	$13,330.13	$0.00	$0.00	$8,477.43	$467,212.90	24.22%	$1,929,370.08
2031-32	$467,212.90	$142,017.70	10.00%	$18,688.52	$0.00	$0.00	$0.00	$627,919.12	26.28%	$2,389,651.81
2032-33	$627,919.12	$156,219.47	10.00%	$25,116.76	$0.00	$0.00	$0.00	$809,255.35	28.13%	$2,876,696.83
2033-34	$809,255.35	$171,841.42	10.00%	$32,370.21	$0.00	$0.00	$9,293.23	$1,004,173.75	29.69%	$3,382,142.38
2034-35	$1,004,173.75	$189,025.56	10.00%	$40,166.95	$0.00	$0.00	$2,202.20	$1,231,164.06	31.38%	$3,923,894.19
2035-36	$1,231,164.06	$207,928.12	10.00%	$49,246.56	$0.00	$0.00	$8,681.12	$1,479,657.62	32.96%	$4,489,747.09
2036-37	$1,479,657.62	$228,720.93	10.00%	$59,186.30	$0.00	$0.00	$14,144.62	$1,753,420.23	34.50%	$5,081,819.46
2037-38	$1,753,420.23	$251,593.02	10.00%	$70,136.81	$0.00	$0.00	$96,639.35	$1,978,510.71	35.19%	$5,622,757.19
2038-39	$1,978,510.71	$276,752.32	10.00%	$79,140.43	$0.00	$0.00	$96,065.78	$2,238,337.68	36.11%	$6,198,084.28
2039-40	$2,238,337.68	$304,427.55	10.00%	$89,533.51	$0.00	$0.00	$175,406.73	$2,456,892.01	36.51%	$6,728,564.64
2040-41	$2,456,892.01	$334,870.30	10.00%	$98,275.68	$0.00	$0.00	$113,335.44	$2,776,702.55	37.73%	$7,359,010.95
2041-42	$2,776,702.55	$368,357.33	10.00%	$111,068.10	$0.00	$0.00	$82,380.09	$3,173,747.89	39.37%	$8,060,453.80
2042-43	$3,173,747.89	$405,193.06	10.00%	$126,949.92	$0.00	$0.00	$734,919.70	$2,970,971.17	36.47%	$8,146,789.22
2043-44	$2,970,971.17	$445,712.37	10.00%	$118,838.85	$0.00	$0.00	$235,769.32	$3,299,753.07	37.62%	$8,770,808.82
2044-45	$3,299,753.07	$490,283.61	10.00%	$131,990.12	$0.00	$0.00	$94,094.68	$3,827,932.12	39.96%	$9,580,457.20

YEAR	STARTING BALANCE	CONTRIBUTIONS	PERCENT CHANGE	INTEREST	SPECIAL ASSMNT	ADDTIONAL CAPITAL	EXPENDITURE FUTURE COST	ENDING BALANCE	PERCENT FUNDED	FULLY FUNDED BALANCE
2045-46	$3,827,932.12	$539,311.97	10.00%	$153,117.28	$0.00	$0.00	$58,292.73	$4,462,068.64	42.61%	$10,472,434.30
2046-47	$4,462,068.64	$593,243.17	10.00%	$178,482.75	$0.00	$0.00	$25,242.60	$5,208,551.96	45.50%	$11,447,008.14
2047-48	$5,208,551.96	$652,567.49	10.00%	$208,342.08	$0.00	$0.00	$1,417,979.72	$4,651,481.81	42.13%	$11,039,992.96
2048-49	$4,651,481.81	$717,824.24	10.00%	$186,059.27	$0.00	$0.00	$1,142,249.40	$4,413,115.92	40.37%	$10,931,064.51
2049-50	$4,413,115.92	$789,606.66	10.00%	$176,524.64	$0.00	$0.00	$1,089,657.03	$4,289,590.19	39.35%	$10,901,486.34
2050-51	$4,289,590.19	$868,567.33	10.00%	$171,583.61	$0.00	$0.00	$565,088.40	$4,764,652.73	41.65%	$11,438,797.99
2051-52	$4,764,652.73	$955,424.06	10.00%	$190,586.11	$0.00	$0.00	$548,202.93	$5,362,459.97	44.54%	$12,038,533.28
2052-53	$5,362,459.97	$1,050,966.47	10.00%	$214,498.40	$0.00	$0.00	$3,234,809.82	$3,393,115.02	34.28%	$9,899,338.75
2053-54	$3,393,115.02	$1,156,063.12	10.00%	$135,724.60	$0.00	$0.00	$2,241,514.72	$2,443,388.02	27.98%	$8,732,945.34
2054-55	$2,443,388.02	$1,271,669.43	10.00%	$97,735.52	$0.00	$0.00	$2,720,436.30	$1,092,356.67	15.44%	$7,074,433.29
2055-56	$1,092,356.67	$1,398,836.37	10.00%	$43,694.27	$0.00	$0.00	$1,231,786.33	$1,303,100.98	18.79%	$6,933,483.91
2056-57	$1,303,100.98	$1,538,720.01	10.00%	$52,124.04	$0.00	$0.00	$386,393.44	$2,507,551.59	32.61%	$7,690,654.67

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): 22nd Amenity Floor Restroom E	06/01/2046	15y	15y	19y	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): 21st Pool Amenity Floor Restroom B	06/01/2043	15y	15y	16y	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): 22nd Amenity Floor Restroom D	06/01/2045	15y	15y	18y	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): Lobby Bathroom	06/01/2043	15y	15y	16y	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): 21st Pool Amenity Floor Restroom A	06/01/2042	15y	15y	15y	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): Cellar Bathroom	06/01/2042	15y	15y	15y	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): 21st Pool Amenity Floor Restroom C	06/01/2044	15y	15y	17y	$5,481.16	1 Ea	$5,481.16
Elevator, Hydraulic, Main Ram & Pump Assembly - Rebuild: PE-3	06/01/2054	25y	25y	27y	$75,270.30	1 Ea	$75,270.30
Elevator, Traction - Modernization: PE-1	06/01/2052	One-Time	N/A	N/A	$188,691.30	1 Ea	$188,691.30
Elevator, Traction - Modernization: PE-2	06/01/2053	One-Time	N/A	N/A	$188,691.30	1 Ea	$188,691.30
Elevator, Traction, Cab Doors: PE-2	06/01/2048	20y	20y	21y	$5,462.52	1 LS	$5,462.52
Elevator, Traction, Cab Doors: PE-3	06/01/2049	20y	20y	22y	$5,462.52	1 LS	$5,462.52
Elevator, Traction, Cab Doors: PE-1	06/01/2047	20y	20y	20y	$5,462.52	1 LS	$5,462.52
Elevator, Traction, Cabs - Refurbish: PE-1	06/01/2047	20y	20y	20y	$14,537.13	1 LS	$14,537.13
Elevator, Traction, Cabs - Refurbish: PE-3	06/01/2049	20y	20y	22y	$14,537.13	1 LS	$14,537.13
Elevator, Traction, Cabs - Refurbish: PE-2	06/01/2048	20y	20y	21y	$14,537.13	1 LS	$14,537.13
Elevator, Traction, Controller & Controller Support - Upgrades: PE-1	06/01/2072	20y	20y	45y	$26,865.35	1 LS	$26,865.35
Elevator, Traction, Controller & Controller Support - Upgrades: PE-2	06/01/2073	20y	20y	46y	$26,865.35	1 LS	$26,865.35
Elevator, Traction, Controller & Controller Support - Upgrades: PE-3	06/01/2074	20y	20y	47y	$26,865.35	1 LS	$26,865.35
Elevator, Traction, Machinery - Upgrades: PE-2	06/01/2083	30y	30y	56y	$274,057.93	1 LS	$274,057.93
Elevator, Traction, Machinery - Upgrades: PE-1	06/01/2082	30y	30y	55y	$274,057.93	1 LS	$274,057.93
Elevator, Traction, Shaftway Doors: PE-3	06/01/2054	25y	25y	27y	$4,933.04	2 LS	$9,866.09
Elevator, Traction, Shaftway Doors: PE-2	06/01/2053	25y	25y	26y	$4,933.04	38 LS	$187,455.63
Elevator, Traction, Shaftway Doors: PE-1	06/01/2052	25y	25y	25y	$4,933.04	38 LS	$187,455.63

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
FF&E, Children's Room: 22nd Amenity Floor - Kids Room	06/01/2039	10y	10y	12y	$43.59	480 SF	$20,923.20
FF&E, Fitness Equipment, Cardio: 22nd Amenity Floor - Fitness	06/01/2042	15y	15y	15y	$5,155.50	6 PC	$30,933.00
FF&E, Fitness Equipment, Strength: 22nd Amenity Floor - Fitness	06/01/2043	15y	15y	16y	$2,577.75	6 PC	$15,466.50
FF&E, Lobby: 1st Floor - Lobby	06/01/2039	12y	12y	12y	$23.39	650 SF	$15,203.50
FF&E, Lounge: 21st Pool Floor - Lounge	06/01/2043	15y	15y	16y	$49.97	530 SF	$26,483.57
FF&E, Media Room: 21st Pool Floor - Media Room	06/01/2042	15y	15y	15y	$49.97	365 SF	$18,238.68
FF&E, Roof Deck, Furnishings: 21st Pool Floor - Common Loggia	06/01/2037	10y	10y	10y	$10,311.00	1 LS	$10,311.00
Intercom System, Master Door, Video Type	06/01/2045	15y	15y	18y	$8,398.31	1 Ea	$8,398.31
Mailboxes, Per-Compartment	06/01/2049	20y	20y	22y	$113.42	73 Ea	$8,279.73
Management Office (Allowance)	06/01/2042	15y	15y	15y	$10,311.00	1 LS	$10,311.00
Pool, Filtration and Circulation Equipment: 21st Pool Floor - Indoor Pool	06/01/2039	10y	10y	12y	$15,466.50	1 LS	$15,466.50
Pool, Furnishings: 21st Pool Floor - Indoor Pool	06/01/2040	10y	10y	13y	$12.37	1,130 SF	$13,981.49
Pool, Gunite Bot/Side - Re-Finish: 21st Pool Floor - Indoor Pool	06/01/2043	15y	15y	16y	$90.37	1 SF	$90.37
Sauna, Custom - 61-150 S.F. (Allowance)	06/01/2043	15y	15y	16y	$35,572.95	1 Ea	$35,572.95
Security, Cameras & Monitoring System	06/01/2042	15y	15y	15y	$531.02	25	$13,275.40
Security, Key FOB System (Allowance)	06/01/2043	15y	15y	16y	$4,846.17	1 LS	$4,846.17
Super's Office/Workshop (Allowance)	06/01/2043	15y	15y	16y	$10,311.00	1 LS	$10,311.00
Trash Compactor, Chute Fed, 250 lbs./hr.	06/01/2047	20y	20y	20y	$14,720.61	1 Ea	$14,720.61
							$1,837,322.21
Building Exterior							
Building Maintenance Unit	06/01/2042	15y	15y	15y	$69,105.87	1 LS	$69,105.87
Exterior Caulking and Sealants	06/01/2042	10y	10y	15y	$4.41	23,725 LF	$104,698.42
Exterior Door, Garage Door, 20x14 w/ Automatic Opener, Commercial Grade: Porte Cochere, Parking Bay,Vehicle Storage	06/01/2050	20y	20y	23y	$13,994.09	1 Ea	$13,994.09
Exterior Door, Glass Entrance Doors (double panel): Main Entrance	06/01/2052	25y	25y	25y	$6,617.60	1 Ea	$6,617.60
Exterior Door, Glass Entrance Doors (single panel): 21st Pool Floor - Common Loggia	06/01/2054	25y	25y	27y	$4,337.84	1 Ea	$4,337.84
Exterior Door, Glass Entrance Doors (single panel): 21st Pool Floor - Common Loggia	06/01/2053	25y	25y	26y	$4,337.84	1 Ea	$4,337.84

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Façade Repairs (Allowance)	06/01/2042	10y	10y	15y	$180,442.50	1 LS	$180,442.50
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 3	06/01/2037	10y	10y	10y	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 8th Floor Private Terraces	06/01/2038	10y	10y	11y	$16.12	395 LF	$6,365.42
Flashings and Sealants, Parapets/Roof Edges: 2nd Floor Maintenance Roof	06/01/2037	10y	10y	10y	$16.12	170 LF	$2,739.55
Flashings and Sealants, Parapets/Roof Edges: 29th Floor - Private Loggia 1	06/01/2040	10y	10y	13y	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 1	06/01/2040	10y	10y	13y	$16.12	85 LF	$1,369.78
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 2	06/01/2041	10y	10y	14y	$16.12	30 LF	$483.45
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - Maintenance Paver Roof 1	06/01/2039	10y	10y	12y	$16.12	50 LF	$805.75
Flashings and Sealants, Parapets/Roof Edges: 36th Mech Floor - Maintenance Paver Roof 1	06/01/2041	10y	10y	14y	$16.12	50 LF	$805.75
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof	06/01/2040	10y	10y	13y	$16.12	100 LF	$1,611.50
Flashings and Sealants, Parapets/Roof Edges: 21st Pool Floor - Common Loggia	06/01/2039	10y	10y	12y	$16.12	140 LF	$2,256.10
Flashings and Sealants, Parapets/Roof Edges: 31st Floor - Private Loggia 1	06/01/2037	10y	10y	10y	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: Main Roof	06/01/2039	10y	10y	12y	$16.12	175 LF	$2,820.12
Flashings and Sealants, Parapets/Roof Edges: 30th Floor - Private Loggia 1	06/01/2041	10y	10y	14y	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 33rd Floor - Private Loggia 1	06/01/2039	10y	10y	12y	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - Maintenance Paver Roof 2	06/01/2040	10y	10y	13y	$16.12	105 LF	$1,692.08
Flashings and Sealants, Parapets/Roof Edges: 36th Mech Floor - Maintenance Paver Roof 2	06/01/2037	10y	10y	10y	$16.12	105 LF	$1,692.08
Flashings and Sealants, Parapets/Roof Edges: 32nd Floor - Private Loggia 1	06/01/2038	10y	10y	11y	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 6th Floor Maintenance Roof (Paved)	06/01/2038	10y	10y	11y	$16.12	145 LF	$2,336.68
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - PH2 Penthouse Terrace	06/01/2038	10y	10y	11y	$16.12	160 LF	$2,578.40
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 35th Floor - Maintenance Paver Roof 1	06/01/2049	20y	20y	22y	$67.59	95 SF	$6,420.67
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 36th Mech Floor - Maintenance Paver Roof 1	06/01/2051	20y	20y	24y	$67.59	125 SF	$8,448.25
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 36th Mech Floor - Maintenance Paver Roof 2	06/01/2047	20y	20y	20y	$67.59	315 SF	$21,289.59

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 2nd Floor Maintenance Roof	06/01/2047	20y	20y	20y	$67.59	1,760 SF	$118,951.36
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 35th Floor - Maintenance Paver Roof 2	06/01/2050	20y	20y	23y	$67.59	155 SF	$10,475.83
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 6th Floor Maintenance Roof	06/01/2048	20y	20y	21y	$67.59	545 SF	$36,834.37
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 8th Floor Private Terraces	06/01/2048	20y	20y	21y	$29.45	2,425 SF	$71,404.12
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 33rd Floor - Private Loggia 1	06/01/2049	20y	20y	22y	$29.45	165 SF	$4,858.42
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 34th Floor - Private Terrace 1	06/01/2050	20y	20y	23y	$29.45	360 SF	$10,600.20
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 35th Floor - PH2 Penthouse Terrace	06/01/2048	20y	20y	21y	$29.45	600 SF	$17,667.00
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 31st Floor - Private Loggia 1	06/01/2047	20y	20y	20y	$29.45	165 SF	$4,858.42
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 30th Floor - Private Loggia 1	06/01/2051	20y	20y	24y	$29.45	165 SF	$4,858.42
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 29th Floor - Private Loggia 1	06/01/2050	20y	20y	23y	$29.45	150 SF	$4,416.75
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 32nd Floor - Private Loggia 1	06/01/2048	20y	20y	21y	$29.45	165 SF	$4,858.42
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 34th Floor - Private Terrace 3	06/01/2047	20y	20y	20y	$29.45	615 SF	$18,108.68
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 34th Floor - Private Terrace 2	06/01/2051	20y	20y	24y	$29.45	115 SF	$3,386.18
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 21st Pool Floor - Common Loggia	06/01/2049	20y	20y	22y	$29.45	875 SF	$25,764.38
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Main Roof	06/01/2049	20y	20y	22y	$16.61	1,650 SF	$27,403.20
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Bulkhead Roof	06/01/2050	20y	20y	23y	$16.61	700 SF	$11,625.60
Railings, Roof - Resecure/Paint as Required: 32nd Floor - Private Loggia 1	06/01/2039	10y	10y	12y	$69.11	31 LF	$2,142.29
Railings, Roof - Resecure/Paint as Required: 30th Floor - Private Loggia 1	06/01/2037	10y	10y	10y	$69.11	31 LF	$2,142.29
Railings, Roof - Resecure/Paint as Required: 35th Floor - Maintenance Paver Roof 2	06/01/2038	10y	10y	11y	$69.11	50 LF	$3,455.30
Railings, Roof - Resecure/Paint as Required: 29th Floor - Private Loggia 1	06/01/2041	10y	10y	14y	$69.11	31 LF	$2,142.29

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Railings, Roof - Resecure/Paint as Required: 33rd Floor - Private Loggia 1	06/01/2040	10y	10y	13y	$69.11	31 LF	$2,142.29
Railings, Roof - Resecure/Paint as Required: 8th Floor Private Terraces	06/01/2039	10y	10y	12y	$69.11	225 LF	$15,548.85
Railings, Roof - Resecure/Paint as Required: 35th Floor - Maintenance Paver Roof 1	06/01/2037	10y	10y	10y	$69.11	40 LF	$2,764.24
Railings, Roof - Resecure/Paint as Required: 31st Floor - Private Loggia 1	06/01/2038	10y	10y	11y	$69.11	31 LF	$2,142.29
Railings, Roof - Resecure/Paint as Required: 35th Floor - PH2 Penthouse Terrace	06/01/2041	10y	10y	14y	$69.11	160 LF	$11,056.96
Railings, Roof - Resecure/Paint as Required: 21st Pool Floor - Common Loggia	06/01/2040	10y	10y	13y	$69.11	90 LF	$6,219.54
Windows - Recondition (per tenant unit): Part 1 - Windows - Recondition (per tenant unit)	06/01/2052	25y	25y	25y	$18,738.06	16 U	$299,808.90
Windows - Recondition (per tenant unit): Part 2 - Windows - Recondition (per tenant unit)	06/01/2053	25y	25y	26y	$18,738.06	16 U	$299,808.90
Windows - Recondition (per tenant unit): Part 4 - Windows - Recondition (per tenant unit)	06/01/2055	25y	25y	28y	$18,738.06	21 U	$393,499.18
Windows - Recondition (per tenant unit): Part 3 - Windows - Recondition (per tenant unit)	06/01/2054	25y	25y	27y	$18,738.06	20 U	$374,761.12
							$2,246,998.24
Building Interior							
Acoustical Ceiling Tiles: Cellar Floor - Storage	06/01/2047	20y	20y	20y	$9.15	1,100 SF	$10,069.40
Acoustical Ceiling Tiles: 22nd Amenity Floor - Kids Room	06/01/2048	20y	20y	21y	$9.15	480 SF	$4,393.92
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Media Room	06/01/2050	20y	20y	23y	$24.47	365 SF	$8,930.82
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Indoor Pool Deck	06/01/2048	20y	20y	21y	$24.47	1,130 SF	$27,648.84
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Vestibule D	06/01/2047	20y	20y	20y	$24.47	45 SF	$1,101.06
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 22nd Amenity Floor - Kids Room	06/01/2049	20y	20y	22y	$24.47	480 SF	$11,744.64
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Vestibule C	06/01/2051	20y	20y	24y	$24.47	85 SF	$2,079.78
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 1st Floor - Package Room	06/01/2047	20y	20y	20y	$24.47	270 SF	$6,606.36
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Boh Vestibule	06/01/2039	10y	10y	12y	$19.62	75 SF	$1,471.72

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 33rd Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 28th Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 2nd Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	340 SF	$6,671.82
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 31st Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	190 SF	$3,728.37
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 19th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 11th Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	260 SF	$5,101.98
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 12th Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	260 SF	$5,101.98
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 3rd Floor - Corridor	06/01/2041	10y	10y	14y	$19.62	400 SF	$7,849.20
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 15th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 10th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	260 SF	$5,101.98
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 30th Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	200 SF	$3,924.60
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 29th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	190 SF	$3,728.37
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Vestibule B	06/01/2038	10y	10y	11y	$19.62	75 SF	$1,471.72
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 25th Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 13th Floor - Corridor	06/01/2041	10y	10y	14y	$19.62	260 SF	$5,101.98
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 32nd Floor - Corridor	06/01/2041	10y	10y	14y	$19.62	200 SF	$3,924.60
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 4th Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	400 SF	$7,849.20
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 16th Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	195 SF	$3,826.48

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 7th Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	390 SF	$7,652.97
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 26th Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Boh Corridor	06/01/2037	10y	10y	10y	$19.62	290 SF	$5,690.67
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 17th Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 20th Mech Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	165 SF	$3,237.80
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 5th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	400 SF	$7,849.20
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 23rd Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 21st Pool Floor - Corridor	06/01/2040	10y	10y	13y	$19.62	515 SF	$10,105.84
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 35th Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	155 SF	$3,041.56
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 22nd Amenity Floor - Corridor	06/01/2041	10y	10y	14y	$19.62	330 SF	$6,475.59
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 24th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 18th Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 9th Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	260 SF	$5,101.98
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 27th Floor - Corridor	06/01/2041	10y	10y	14y	$19.62	195 SF	$3,826.48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 8th Floor - Corridor	06/01/2041	10y	10y	14y	$19.62	205 SF	$4,022.72
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 6th Floor - Corridor	06/01/2039	10y	10y	12y	$19.62	390 SF	$7,652.97
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 34th Floor - Corridor	06/01/2038	10y	10y	11y	$19.62	230 SF	$4,513.29
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 14th Floor - Corridor	06/01/2037	10y	10y	10y	$19.62	260 SF	$5,101.98

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Pool Equipment Room	06/01/2046	15y	15y	19y	$1.37	390 SF	$534.30
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Main Electrical Switchboard Room	06/01/2046	15y	15y	19y	$1.37	1,065 SF	$1,459.05
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Generator Room	06/01/2044	15y	15y	17y	$1.37	900 SF	$1,233.00
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Fire Pump Room	06/01/2043	15y	15y	16y	$1.37	460 SF	$630.20
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Mdf Room	06/01/2044	15y	15y	17y	$1.37	190 SF	$260.30
Fluid-Applied Flooring - Sealant or Paint: 2nd Floor - 2nd Floor - Mechanical Room	06/01/2043	15y	15y	16y	$1.37	1,430 SF	$1,959.10
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Stair Corridor	06/01/2046	15y	15y	19y	$1.37	320 SF	$438.40
Fluid-Applied Flooring - Sealant or Paint: 38th Mechanical Floor - Elevator Machine Room	06/01/2042	15y	15y	15y	$1.37	285 SF	$390.45
Fluid-Applied Flooring - Sealant or Paint: 21st Pool Floor - Pool Storage	06/01/2045	15y	15y	18y	$1.37	50 SF	$68.50
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Ats Room	06/01/2044	15y	15y	17y	$1.37	75 SF	$102.75
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Gas Meter Room	06/01/2043	15y	15y	16y	$1.37	400 SF	$548.00
Fluid-Applied Flooring - Sealant or Paint: 36th Mechanical Floor - Mechanical Room	06/01/2042	15y	15y	15y	$1.37	2,000 SF	$2,740.00
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Corridor	06/01/2042	15y	15y	15y	$1.37	1,000 SF	$1,370.00
Fluid-Applied Flooring - Sealant or Paint: Porte Cochere	06/01/2043	15y	15y	16y	$1.37	745 SF	$1,020.65
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - ATS Room	06/01/2043	15y	15y	16y	$1.37	135 SF	$184.95
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - AHU Room	06/01/2045	15y	15y	18y	$1.37	1,270 SF	$1,739.90
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Boiler and Hot Water Heater Room	06/01/2046	15y	15y	19y	$1.37	1,085 SF	$1,486.45
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Sewer Room	06/01/2042	15y	15y	15y	$1.37	1,300 SF	$1,781.00
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Electrical Room	06/01/2045	15y	15y	18y	$1.37	130 SF	$178.10
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Fire Pump Room	06/01/2045	15y	15y	18y	$1.37	800 SF	$1,096.00
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Hot Water Heater Room,	06/01/2044	15y	15y	17y	$1.37	1,705 SF	$2,335.85
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - 37th Mech Floor - Corridor	06/01/2042	15y	15y	15y	$1.37	340 SF	$465.80
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Arc/Fa/Ats Closet Room	06/01/2042	15y	15y	15y	$1.37	210 SF	$287.70

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Fluid-Applied Flooring - Sealant or Paint: 38th Mechanical Floor - Vestibule Corridor	06/01/2043	15y	15y	16y	$1.37	90 SF	$123.30
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Elev. Machine Room	06/01/2044	15y	15y	17y	$1.37	100 SF	$137.00
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Electrical Room	06/01/2042	15y	15y	15y	$1.37	310 SF	$424.70
Fluid-Applied Flooring - Sealant or Paint: 36th Mechanical Floor - Elevator Lobby	06/01/2046	15y	15y	19y	$1.37	220 SF	$301.40
Fluid-Applied Flooring - Sealant or Paint: Parking Bay	06/01/2044	15y	15y	17y	$1.37	600 SF	$822.00
Fluid-Applied Flooring - Sealant or Paint: 35th Floor - Enclosed Empty Void with Windows	06/01/2046	15y	15y	19y	$1.37	790 SF	$1,082.30
Fluid-Applied Flooring - Sealant or Paint: Vehicle Storage	06/01/2045	15y	15y	18y	$1.37	2,135 SF	$2,924.95
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Compactor Room	06/01/2043	15y	15y	16y	$1.37	475 SF	$650.75
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Janitor's Closet	06/01/2045	15y	15y	18y	$1.37	60 SF	$82.20
Metal Mesh Ceiling Tiles: 21st Pool Floor - Indoor Pool	06/01/2052	25y	25y	25y	$23.31	1,130 SF	$26,334.65
Paint Walls and/or Ceiling: 21st Pool Floor - Media Room	06/01/2036	7y	7y	9y	$1.47	365 SF	$536.18
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule C	06/01/2037	7y	7y	10y	$1.47	385 SF	$565.56
Paint Walls and/or Ceiling: 21st Pool Floor - Lounge	06/01/2037	7y	7y	10y	$1.47	530 SF	$778.57
Paint Walls and/or Ceiling: 22nd Amenity Floor - Kids Room	06/01/2036	7y	7y	9y	$1.47	1,680 SF	$2,467.92
Paint Walls and/or Ceiling: 1st Floor - Package Room	06/01/2034	7y	7y	7y	$1.47	270 SF	$396.63
Paint Walls and/or Ceiling: 22nd Amenity Floor - Treatment Room	06/01/2035	7y	7y	8y	$1.47	425 SF	$624.32
Paint Walls and/or Ceiling: 22nd Amenity Floor - Yoga Studio	06/01/2034	7y	7y	7y	$1.47	940 SF	$1,380.86
Paint Walls and/or Ceiling: 22nd Amenity Floor - Fitness	06/01/2038	7y	7y	11y	$1.47	3,060 SF	$4,495.14
Paint Walls and/or Ceiling: 21st Pool Floor - Indoor Pool Deck	06/01/2035	7y	7y	8y	$1.47	4,200 SF	$6,169.80
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule D	06/01/2038	7y	7y	11y	$1.47	495 SF	$727.16
Paint Walls and/or Ceiling (BoH): 36th Mechanical Floor - Mechanical Room	06/01/2038	10y	10y	11y	$1.05	4,300 SF	$4,523.60
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Hot Water Heater Room,	06/01/2040	10y	10y	13y	$1.05	1,705 SF	$1,793.66
Paint Walls and/or Ceiling (BoH): Cellar Floor - Main Electrical Switchboard Room	06/01/2041	10y	10y	14y	$1.05	2,515 SF	$2,645.78
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Boiler and Hot Water Heater Room	06/01/2037	10y	10y	10y	$1.05	2,835 SF	$2,982.42
Paint Walls and/or Ceiling (BoH): Cellar Floor - Arc/Fa/Ats Closet Room	06/01/2037	10y	10y	10y	$1.05	810 SF	$852.12
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - ATS Room	06/01/2039	10y	10y	12y	$1.05	135 SF	$142.02

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Paint Walls and/or Ceiling (BoH): Cellar Floor - Tenant Storage	06/01/2038	10y	10y	11y	$1.05	2,035 SF	$2,140.82
Paint Walls and/or Ceiling (BoH): 35th Floor - Enclosed Empty Void with Windows	06/01/2037	10y	10y	10y	$1.05	790 SF	$831.08
Paint Walls and/or Ceiling (BoH): Cellar Floor - Fire Pump Room	06/01/2040	10y	10y	13y	$1.05	2,200 SF	$2,314.40
Paint Walls and/or Ceiling (BoH): Cellar Floor - Bike Room	06/01/2040	10y	10y	13y	$1.05	1,630 SF	$1,714.76
Paint Walls and/or Ceiling (BoH): 2nd Floor - Mechanical Room	06/01/2039	10y	10y	12y	$1.05	1,430 SF	$1,504.36
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Electrical Room	06/01/2041	10y	10y	14y	$1.05	630 SF	$662.76
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Fire Pump Room	06/01/2039	10y	10y	12y	$1.05	1,410 SF	$1,483.32
Paint Walls and/or Ceiling (BoH): 38th Mechanical Floor - Elevator Machine Room	06/01/2038	10y	10y	11y	$1.05	1,035 SF	$1,088.82
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - AHU Room	06/01/2041	10y	10y	14y	$1.05	1,270 SF	$1,336.04
Paint Walls and/or Ceiling (BoH): Cellar Floor - Elev. Machine Room	06/01/2041	10y	10y	14y	$1.05	500 SF	$526.00
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Ats Room	06/01/2040	10y	10y	13y	$1.05	425 SF	$447.10
Paint Walls and/or Ceiling (BoH): Cellar Floor - Gas Meter Room	06/01/2038	10y	10y	11y	$1.05	1,400 SF	$1,472.80
Paint Walls and/or Ceiling (BoH): Cellar Floor - Sewer Room	06/01/2037	10y	10y	10y	$1.05	3,400 SF	$3,576.80
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Pool Equipment Room	06/01/2037	10y	10y	10y	$1.05	390 SF	$410.28
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Generator Room	06/01/2040	10y	10y	13y	$1.05	900 SF	$946.80
Paint Walls and/or Ceiling (BoH): 21st Pool Floor - Pool Storage	06/01/2041	10y	10y	14y	$1.05	50 SF	$52.60
Paint Walls and/or Ceiling (BoH): Cellar Floor - Janitor's Closet	06/01/2037	10y	10y	10y	$1.05	260 SF	$273.52
Paint Walls and/or Ceiling (BoH): Cellar Floor - Storage	06/01/2038	10y	10y	11y	$1.05	1,740 SF	$1,830.48
Paint Walls and/or Ceiling (BoH): Cellar Floor - Mdf Room	06/01/2039	10y	10y	12y	$1.05	790 SF	$831.08
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Electrical Room	06/01/2038	10y	10y	11y	$1.05	310 SF	$326.12
Paint Walls and/or Ceiling (BoH): Cellar Floor - Compactor Room	06/01/2039	10y	10y	12y	$1.05	1,475 SF	$1,551.70
Resilent Sheet Floor: 22nd Amenity Floor - Yoga Studio	06/01/2044	15y	15y	17y	$13.29	340 SF	$4,517.24
Resilent Sheet Floor: 22nd Amenity Floor - Fitness	06/01/2043	15y	15y	16y	$13.29	1,410 SF	$18,733.26
Resilent Sheet Floor: 22nd Amenity Floor - Treatment Room	06/01/2045	15y	15y	18y	$13.29	50 SF	$664.30
Stone Tile Flooring, Thin Set: 11th Floor - Corridor	06/01/2056	25y	25y	29y	$61.61	260 SF	$16,018.08
Stone Tile Flooring, Thin Set: 26th Floor - Corridor	06/01/2056	25y	25y	29y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 13th Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	260 SF	$16,018.08

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Stone Tile Flooring, Thin Set: 30th Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	200 SF	$12,321.60
Stone Tile Flooring, Thin Set: 29th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	190 SF	$11,705.52
Stone Tile Flooring, Thin Set: 7th Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	390 SF	$24,027.12
Stone Tile Flooring, Thin Set: 17th Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 8th Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	205 SF	$12,629.64
Stone Tile Flooring, Thin Set: 1st Floor - Vestibule A	06/01/2052	25y	25y	25y	$61.61	233 SF	$14,354.66
Stone Tile Flooring, Thin Set: 3rd Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	400 SF	$24,643.20
Stone Tile Flooring, Thin Set: 19th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 10th Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	260 SF	$16,018.08
Stone Tile Flooring, Thin Set: 1st Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	130 SF	$8,009.04
Stone Tile Flooring, Thin Set: 1st Floor - Boh Vestibule	06/01/2056	25y	25y	29y	$61.61	75 SF	$4,620.60
Stone Tile Flooring, Thin Set: 1st Floor - Vestibule A	06/01/2054	25y	25y	27y	$61.61	233 SF	$14,354.66
Stone Tile Flooring, Thin Set: 9th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	260 SF	$16,018.08
Stone Tile Flooring, Thin Set: 25th Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 33rd Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 1st Floor - Boh Corridor	06/01/2054	25y	25y	27y	$61.61	290 SF	$17,866.32
Stone Tile Flooring, Thin Set: 4th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	400 SF	$24,643.20
Stone Tile Flooring, Thin Set: 21st Pool Floor - Corridor	06/01/2056	25y	25y	29y	$61.61	515 SF	$31,728.12
Stone Tile Flooring, Thin Set: 1st Floor - Seating Area	06/01/2052	25y	25y	25y	$61.61	350 SF	$21,562.80
Stone Tile Flooring, Thin Set: 1st Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	130 SF	$8,009.04
Stone Tile Flooring, Thin Set: 16th Floor - Corridor	06/01/2056	25y	25y	29y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 2nd Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	340 SF	$20,946.72
Stone Tile Flooring, Thin Set: 6th Floor - Corridor	06/01/2056	25y	25y	29y	$61.61	390 SF	$24,027.12
Stone Tile Flooring, Thin Set: 1st Floor - Lobby	06/01/2056	25y	25y	29y	$61.61	650 SF	$40,045.20
Stone Tile Flooring, Thin Set: 32nd Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	200 SF	$12,321.60
Stone Tile Flooring, Thin Set: 14th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	260 SF	$16,018.08
Stone Tile Flooring, Thin Set: 22nd Amenity Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	330 SF	$20,330.64
Stone Tile Flooring, Thin Set: 27th Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	195 SF	$12,013.56

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Stone Tile Flooring, Thin Set: 31st Floor - Corridor	06/01/2056	25y	25y	29y	$61.61	190 SF	$11,705.52
Stone Tile Flooring, Thin Set: 20th Mech Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	165 SF	$10,165.32
Stone Tile Flooring, Thin Set: 34th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	230 SF	$14,169.84
Stone Tile Flooring, Thin Set: 18th Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 12th Floor - Corridor	06/01/2052	25y	25y	25y	$61.61	260 SF	$16,018.08
Stone Tile Flooring, Thin Set: 23rd Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 35th Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	155 SF	$9,549.24
Stone Tile Flooring, Thin Set: 1st Floor - Mailbox	06/01/2053	25y	25y	26y	$61.61	75 SF	$4,620.60
Stone Tile Flooring, Thin Set: 1st Floor - Vestibule B	06/01/2055	25y	25y	28y	$61.61	75 SF	$4,620.60
Stone Tile Flooring, Thin Set: 5th Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	400 SF	$24,643.20
Stone Tile Flooring, Thin Set: 24th Floor - Corridor	06/01/2054	25y	25y	27y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 28th Floor - Corridor	06/01/2053	25y	25y	26y	$61.61	195 SF	$12,013.56
Stone Tile Flooring, Thin Set: 15th Floor - Corridor	06/01/2055	25y	25y	28y	$61.61	195 SF	$12,013.56
Vinyl Tile Flooring (BoH): Cellar Floor - Tenant Storage	06/01/2044	15y	15y	17y	$6.68	835 SF	$5,574.46
Vinyl Tile Flooring (BoH): Cellar Floor - Storage	06/01/2042	15y	15y	15y	$6.68	640 SF	$4,272.64
Vinyl Tile Flooring (BoH): Cellar Floor - Bike Room	06/01/2043	15y	15y	16y	$6.68	530 SF	$3,538.28
Wood Flooring - Engineered (Pergo, Laminate - Premium): 21st Pool Floor - Lounge	06/01/2047	20y	20y	20y	$7.51	530 SF	$3,979.77
							$1,070,736.02
Mechanical							
Air-Source Heat Pump - 10-Ton: ACC-R-1	06/01/2047	20y	20y	20y	$15,687.16	1 Ea	$15,687.16
Boiler, Condensing, Stainless Steel - 4000 MBH: B-37-1	06/01/2052	25y	25y	25y	$109,443.50	1 Ea	$109,443.50
Boiler, Condensing, Stainless Steel - 4000 MBH: B-37-3	06/01/2054	25y	25y	27y	$109,443.50	1 Ea	$109,443.50
Boiler, Condensing, Stainless Steel - 4000 MBH: B-37-2	06/01/2053	25y	25y	26y	$109,443.50	1 Ea	$109,443.50
Branch Controller - 6 Branches: HR-C2	06/01/2048	20y	20y	21y	$7,335.85	1 Ea	$7,335.85
Branch Controller - 6 Branches: HR-22	06/01/2049	20y	20y	22y	$7,335.85	1 Ea	$7,335.85
Branch Controller - 6 Branches: HR-20	06/01/2050	20y	20y	23y	$7,335.85	1 Ea	$7,335.85
Branch Controller - 6 Branches: HR-1	06/01/2047	20y	20y	20y	$7,335.85	1 Ea	$7,335.85

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Branch Controller - 6 Branches: HR-C1	06/01/2051	20y	20y	24y	$7,335.85	1 Ea	$7,335.85
Branch Controller - 6 Branches: HR-21	06/01/2048	20y	20y	21y	$7,335.85	1 Ea	$7,335.85
Cooling Tower, Stainless, Crossflow, Gear Drive - 600 ton: Mobilization Costs (Allowance for Cooling Tower Removal/Installation)	06/01/2054	25y	25y	27y	$169,441.25	1.6 Ea	$271,106.00
Cooling Tower, Stainless, Crossflow, Gear Drive - 600 ton: CT-R-1	06/01/2054	25y	25y	27y	$169,441.25	1 Ea	$169,441.25
Direct Outside Air System, Water Cooled - 20 ton: DOAS-36-1	06/01/2049	20y	20y	22y	$43,300.01	1 Ea	$43,300.01
Direct Outside Air System, Water Cooled - 20 ton: DOAS-2-1	06/01/2048	20y	20y	21y	$43,300.01	1 Ea	$43,300.01
DW Packaged Booster Pumps, Triplex - 1,000 GPM, 15 HP, 6": HP-1 Triplex Fill Pumps - Cellar	06/01/2047	20y	20y	20y	$13,564.58	1 Ea	$13,564.58
DW Packaged Booster Pumps, Triplex - 1,000 GPM, 15 HP, 6": BP-1 Triplex Constant Pressure Booster Pumps - Level 37	06/01/2048	20y	20y	21y	$13,564.58	1 Ea	$13,564.58
Fan, Axial Flow, Direct Drive - 2 HP: OAF-2-1 - Ventilation Air - 2nd Floor	06/01/2048	20y	20y	21y	$5,670.81	1 Ea	$5,670.81
Fan, Axial Flow, Direct Drive - 2 HP: MAU-1-1 - Garage Intake - 1st Floor	06/01/2047	20y	20y	20y	$5,670.81	1 Ea	$5,670.81
Fan, Axial Flow, Direct Drive - 2 HP: PGX-2-1 - Garage Exhaust - 2nd Floor	06/01/2049	20y	20y	22y	$5,670.81	1 Ea	$5,670.81
Fan, Axial Flow, Direct Drive - 3/4 HP: OAF-20-1 - Mechanical Room Ventilation - 20th Floor	06/01/2050	20y	20y	23y	$3,802.83	1 Ea	$3,802.83
Fan, Axial Flow, Direct Drive - 3/4 HP: OAF-20-2 - Ventilation Air - 20th Floor	06/01/2051	20y	20y	24y	$3,802.83	1 Ea	$3,802.83
Fan, Axial Flow, Direct Drive - 3/4 HP: OAF-37-2 - Boiler Room - 37th Floor	06/01/2047	20y	20y	20y	$3,802.83	1 Ea	$3,802.83
Fan, Inline, Supply/Exhaust - 1,000 CFM: TRX-2-1 - Trash Exhaust - 2nd Floor	06/01/2050	20y	20y	23y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 1,000 CFM: OAF-36-1 - Mechanical Room Ventilation - 36th Floor	06/01/2048	20y	20y	21y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 1,000 CFM: OAF-37-1 - Mechanical Room Ventilation - 37th Floor	06/01/2049	20y	20y	22y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 1,000 CFM: TRX-36-1 - Trash Exhaust - 36th Floor	06/01/2047	20y	20y	20y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 1,000 CFM: TRX-2-1 - Trash Exhaust - 2nd Floor	06/01/2051	20y	20y	24y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 1,520 CFM: EF-20-1 - Mechanical Room Ventilation - 20th Floor	06/01/2048	20y	20y	21y	$4,134.99	1 Ea	$4,134.99
Fan, Inline, Supply/Exhaust - 1,520 CFM: EF-20-2 - Pool Room Exhaust - 20th Floor	06/01/2049	20y	20y	22y	$4,134.99	1 Ea	$4,134.99
Fan, Inline, Supply/Exhaust - 2,560 CFM: DX-20-1 - Dryer Exhaust - 20th Floor	06/01/2050	20y	20y	23y	$6,234.27	1 Ea	$6,234.27
Fan, Inline, Supply/Exhaust - 2,560 CFM: DX-20-2 - Dryer Exhaust - 20th Floor	06/01/2051	20y	20y	24y	$6,234.27	1 Ea	$6,234.27
Fan, Inline, Supply/Exhaust - 2,560 CFM: DX-36-1 - Dryer Exhaust - 36th Floor	06/01/2047	20y	20y	20y	$6,234.27	1 Ea	$6,234.27

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Fan, Inline, Supply/Exhaust - 3,480 CFM: EF-2-1 - Mechanical Room Ventilation - 2nd Floor	06/01/2048	20y	20y	21y	$7,514.67	1 Ea	$7,514.67
Fan, Inline, Supply/Exhaust - 900 CFM: EF-37-2 - Boiler Room - 37th Floor	06/01/2051	20y	20y	24y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 900 CFM: EF-37-1 - Mechanical Room Ventilation - 37th Floor	06/01/2050	20y	20y	23y	$4,350.94	1 Ea	$4,350.94
Fan, Inline, Supply/Exhaust - 900 CFM: EF-36-1 - Mechanical Room Ventilation - 36th Floor	06/01/2049	20y	20y	22y	$4,350.94	1 Ea	$4,350.94
Fans, Roof Mounted (Kitchen Only), Centrifugal, Belt Drive - 5 H.P.: KX-20-1 - Kitchen Exhaust - 20th Floor	06/01/2047	20y	20y	20y	$9,157.92	1 Ea	$9,157.92
Fans, Roof Mounted (Kitchen Only), Centrifugal, Belt Drive - 5 H.P.: KX-36-1 - Kitchen Exhaust - 36th Floor	06/01/2048	20y	20y	21y	$9,157.92	1 Ea	$9,157.92
Fans, Roof Mounted, Upblast - 20 H.P.: PFSP-R-1 - Post Fire Smoke Purge - Resi - Stair Bulkhead	06/01/2050	20y	20y	23y	$13,005.42	1 Ea	$13,005.42
Fans, Roof Mounted, Upblast - 20 H.P.: PFSP-37-1 - Post Fire Smoke Purge - Resi - Stair Bulkhead	06/01/2049	20y	20y	22y	$13,005.42	1 Ea	$13,005.42
Fire Pump/Jockey Pump, Electric - 1,500 GPM: FP-2/JP-2, 37th Floor	06/01/2047	20y	20y	20y	$73,556.05	1 Ea	$73,556.05
Fire Pump/Jockey Pump, Electric - 750 GPM: FP-1/JP-1, Cellar Floor	06/01/2047	20y	20y	20y	$49,646.14	1 Ea	$49,646.14
Gas Booster Pump: GB-1 Boiler Booster - Cellar	06/01/2046	15y	15y	19y	$3,322.40	1 Ea	$3,322.40
Generator, Gas - 650 kW (Rebuild): Gen-1	06/01/2052	25y	25y	25y	$134,756.44	1 Ea	$134,756.44
Heat Exchanger, Plate & Frame, Fluid to Fluid - 20 GPM (Rebuild): HX-36-2	06/01/2054	25y	25y	27y	$11,255.49	1 Ea	$11,255.48
Heat Exchanger, Plate & Frame, Fluid to Fluid - 1500 GPM (Rebuild): HX-20-1	06/01/2052	25y	25y	25y	$89,316.68	1 Ea	$89,316.68
Heat Exchanger, Plate & Frame, Fluid to Fluid - 1500 GPM (Rebuild): HX-36-1	06/01/2053	25y	25y	26y	$89,316.68	1 Ea	$89,316.68
Packaged Rooftop Unit, Single Zone - 15 ton: PDU-1	06/01/2047	20y	20y	20y	$25,834.21	1 Ea	$25,834.21
Pump, End Suction - 1,000 GPM, 40 H.P.: SCWP-36-2	06/01/2048	20y	20y	21y	$25,298.84	1 Ea	$25,298.84
Pump, End Suction - 1,000 GPM, 40 H.P.: SCWP-36-3	06/01/2049	20y	20y	22y	$25,298.84	1 Ea	$25,298.84
Pump, End Suction - 1,000 GPM, 40 H.P.: SCWP-36-1	06/01/2047	20y	20y	20y	$25,298.84	1 Ea	$25,298.84
Pump, End Suction - 250 GPM, 15 H.P.: HWP-37-2	06/01/2048	20y	20y	21y	$16,635.32	1 Ea	$16,635.32
Pump, End Suction - 250 GPM, 15 H.P.: HWP-37-1	06/01/2047	20y	20y	20y	$16,635.32	1 Ea	$16,635.32
Pump, End Suction - 250 GPM, 15 H.P.: HWP-37-3	06/01/2049	20y	20y	22y	$16,635.32	1 Ea	$16,635.32
Pump, End Suction - 750 GPM, 25 H.P.: PCWP-36-2	06/01/2048	20y	20y	21y	$24,407.60	1 Ea	$24,407.60
Pump, End Suction - 750 GPM, 25 H.P.: PCWP-36-1	06/01/2047	20y	20y	20y	$24,407.60	1 Ea	$24,407.60

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Pump, End Suction - 750 GPM, 25 H.P.: PCWP-36-3	06/01/2049	20y	20y	22y	$24,407.60	1 Ea	$24,407.60
Sewage Ejector Pump - Duplex: SE-2 Duplex Sewage Ejector Pumps - Cellar	06/01/2053	25y	25y	26y	$17,901.61	1 Ea	$17,901.61
Sewage Ejector Pump - Duplex: SE-1 Duplex Sewage Ejector Pumps - Cellar	06/01/2052	25y	25y	25y	$17,901.61	1 Ea	$17,901.61
Storm Ejector Pump - Duplex: STP-1 Duplex Storm Pumps - Cellar	06/01/2055	25y	25y	28y	$17,901.61	1 Ea	$17,901.61
Storm Ejector Pump - Duplex: SP-1 Duplex Storm Ejector Pumps - Cellar	06/01/2054	25y	25y	27y	$17,901.61	1 Ea	$17,901.61
Sump Pump - Elevator: ESP-1 Elevator Sump Pump	06/01/2047	20y	20y	20y	$3,499.95	1 Ea	$3,499.95
Sump Pump - Elevator: ESP-2 Elevator Sump Pump	06/01/2048	20y	20y	21y	$3,499.95	1 Ea	$3,499.95
Unit Heater, Cabinet, Electric: EUH-A	06/01/2048	20y	20y	21y	$4,068.12	15 Ea	$61,021.74
Unit Heater, Cabinet, Electric: EBH-A	06/01/2051	20y	20y	24y	$4,068.12	20 Ea	$81,362.32
Unit Heater, Cabinet, Electric: EBH-B	06/01/2047	20y	20y	20y	$4,068.12	10 Ea	$40,681.16
Unit Heater, Electric - 20 kW: EDH-20-1	06/01/2049	20y	20y	22y	$3,717.32	1 Ea	$3,717.32
Unit Heater, Electric - 20 kW: EDH-20-2	06/01/2050	20y	20y	23y	$3,717.32	1 Ea	$3,717.32
Unit Heater, Electric - 20 kW: EDH-1-1	06/01/2048	20y	20y	21y	$3,717.32	1 Ea	$3,717.32
Unit Heater, Electric - 40 kW: EDH-C-1	06/01/2047	20y	20y	20y	$7,152.91	1 Ea	$7,152.91
VRF Fan Coil, Ceil Concealed - 1.5-Ton: AC-20-2	06/01/2049	20y	20y	22y	$4,175.96	1 Ea	$4,175.96
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-7	06/01/2051	20y	20y	24y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-8	06/01/2047	20y	20y	20y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-22-5	06/01/2049	20y	20y	22y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: ACC-2-2	06/01/2049	20y	20y	22y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-1-3	06/01/2051	20y	20y	24y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-3	06/01/2047	20y	20y	20y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-21-2	06/01/2050	20y	20y	23y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-5	06/01/2049	20y	20y	22y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-4	06/01/2048	20y	20y	21y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-22-3	06/01/2047	20y	20y	20y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-22-4	06/01/2048	20y	20y	21y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: ACC-2-1	06/01/2048	20y	20y	21y	$4,846.17	1 Ea	$4,846.17
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-6	06/01/2050	20y	20y	23y	$4,846.17	1 Ea	$4,846.17

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-22-2	06/01/2048	20y	20y	21y	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-21-1	06/01/2049	20y	20y	22y	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-22-1	06/01/2047	20y	20y	20y	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-21-3	06/01/2050	20y	20y	23y	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-1-2	06/01/2048	20y	20y	21y	$6,029.87	1 Ea	$6,029.87
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-C-2	06/01/2050	20y	20y	23y	$6,029.87	1 Ea	$6,029.87
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-1-1	06/01/2047	20y	20y	20y	$6,029.87	1 Ea	$6,029.87
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-20-1	06/01/2051	20y	20y	24y	$6,029.87	1 Ea	$6,029.87
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-C-1	06/01/2049	20y	20y	22y	$6,029.87	1 Ea	$6,029.87
VRF Outdoor Water Cooled Heat Pump - 8-Ton: WCC-C2	06/01/2047	20y	20y	20y	$26,781.79	1 Ea	$26,781.79
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-C1	06/01/2049	20y	20y	22y	$36,768.00	1 Ea	$36,768.00
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-1	06/01/2050	20y	20y	23y	$36,768.00	1 Ea	$36,768.00
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-21	06/01/2048	20y	20y	21y	$36,768.00	1 Ea	$36,768.00
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-22	06/01/2047	20y	20y	20y	$36,768.00	1 Ea	$36,768.00
Water Cooled-Energy Recovery Unit 2700 CFM - Single Zone - 18 ton: ERU-2-2	06/01/2048	20y	20y	21y	$44,766.24	1 Ea	$44,766.24
Water Cooled-Energy Recovery Unit 2850 CFM - Single Zone - 15 ton: ERU-36-1	06/01/2050	20y	20y	23y	$39,262.23	1 Ea	$39,262.23
Water Cooled-Energy Recovery Unit 3200 CFM - Single Zone - 20 ton: ERU-2-1	06/01/2047	20y	20y	20y	$56,728.03	1 Ea	$56,728.03
Water Cooled-Energy Recovery Unit 3800 CFM - Single Zone - 18 ton: ERU-36-2	06/01/2051	20y	20y	24y	$44,766.24	1 Ea	$44,766.24
Water Cooled-Energy Recovery Unit 8600 CFM - Single Zone - 40 ton: ERU-20-1	06/01/2049	20y	20y	22y	$126,302.53	1 Ea	$126,302.53
Water Heater, Electric - 16 Gal, 6 kW, 25 GPH, 208 Volt: EWH-1-1	06/01/2062	15y	15y	35y	$6,038.04	1 Ea	$6,038.04
Water Heater, Electric - 16 Gal, 6 kW, 25 GPH, 208 Volt: EWH-1-3	06/01/2064	15y	15y	37y	$6,038.04	1 Ea	$6,038.04
Water Heater, Electric - 16 Gal, 6 kW, 25 GPH, 208 Volt: EWH-1-2	06/01/2063	15y	15y	36y	$6,038.04	1 Ea	$6,038.04
Water Heater, Electric - 120 Gal: EWH-3	06/01/2066	15y	15y	39y	$15,428.37	1 Ea	$15,428.36
Water Heater, Electric - Tankless: EWH-2	06/01/2065	15y	15y	38y	$12,065.13	7 Ea	$84,455.88
Water Heater, Indirect/Instantaneous, One Pump (Central) - 28 GPM: HWH-7 (Zone 4)	06/01/2063	35y	35y	36y	$36,027.55	1 Ea	$36,027.55
Water Heater, Indirect/Instantaneous, One Pump (Central) - 28 GPM: HWH-8 (Zone 4)	06/01/2064	35y	35y	37y	$36,027.55	1 Ea	$36,027.55
Water Heater, Indirect/Instantaneous, One Pump (Central) - 35 GPM: HWH-4 (Zone 2)	06/01/2065	35y	35y	38y	$40,637.44	1 Ea	$40,637.44

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Water Heater, Indirect/Instantaneous, One Pump (Central) - 35 GPM: HWH-3 (Zone 2)	06/01/2064	35y	35y	37y	$40,637.44	1 Ea	$40,637.44
Water Heater, Indirect/Instantaneous, One Pump (Central) - 35 GPM: HWH-6 (Zone 3)	06/01/2062	35y	35y	35y	$40,637.44	1 Ea	$40,637.44
Water Heater, Indirect/Instantaneous, One Pump (Central) - 35 GPM: HWH-5 (Zone 3)	06/01/2066	35y	35y	39y	$40,637.44	1 Ea	$40,637.44
Water Heater, Indirect/Instantaneous, One Pump (Central) - 55 GPM: HWH-1 (Zone 1)	06/01/2062	35y	35y	35y	$45,396.18	1 Ea	$45,396.18
Water Heater, Indirect/Instantaneous, One Pump (Central) - 55 GPM: HWH-2 (Zone 1)	06/01/2063	35y	35y	36y	$45,396.18	1 Ea	$45,396.18
Water Storage Tank, Steel - 20,500 Gal: Combied Domestic Water Storage and Fire Reserves Tank-2	06/01/2059	30y	30y	32y	$54,811.59	1 Ea	$54,811.59
Water Storage Tank, Steel - 20,500 Gal: Combied Domestic Water Storage and Fire Reserves Tank-1	06/01/2058	30y	30y	31y	$54,811.59	1 Ea	$54,811.59
							$3,199,060.98
Other							
Fire Alarm Panel	06/01/2043	15y	15y	16y	$10,311.00	1 Ea	$10,311.00
Fire Alarm System	06/01/2044	15y	15y	17y	$467.09	73 U	$34,097.42
Reserve Study Update (Allowance)	06/01/2030	3y	3y	3y	$7,733.25	1 Ea	$7,733.25
							$52,141.67

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)					
2029-30 (Year 3) Total			**$0.00**		
2030-31 (Year 4)					
Reserve Study Update (Allowance)	$8,477.43	1 Ea	$8,477.43	3y	2033-34
2030-31 (Year 4) Total			**$8,477.43**		
2031-32 (Year 5)					
2031-32 (Year 5) Total			**$0.00**		
2032-33 (Year 6)					
2032-33 (Year 6) Total			**$0.00**		
2033-34 (Year 7)					
Reserve Study Update (Allowance)	$9,293.23	1 Ea	$9,293.23	3y	2036-37
2033-34 (Year 7) Total			**$9,293.23**		
2034-35 (Year 8)					
Paint Walls and/or Ceiling: 1st Floor - Package Room	$1.82	270 SF	$491.40	7y	2035-36
Paint Walls and/or Ceiling: 22nd Amenity Floor - Yoga Studio	$1.82	940 SF	$1,710.80	7y	2035-36
2034-35 (Year 8) Total			**$2,202.20**		
2035-36 (Year 9)					
Paint Walls and/or Ceiling: 21st Pool Floor - Indoor Pool Deck	$1.88	4,200 SF	$7,883.40	7y	2036-37
Paint Walls and/or Ceiling: 22nd Amenity Floor - Treatment Room	$1.88	425 SF	$797.72	7y	2036-37

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
2035-36 (Year 9) Total			**$8,681.12**		
2036-37 (Year 10)					
Paint Walls and/or Ceiling: 21st Pool Floor - Media Room	$1.94	365 SF	$706.28	7y	2037-38
Paint Walls and/or Ceiling: 22nd Amenity Floor - Kids Room	$1.94	1,680 SF	$3,250.80	7y	2037-38
Reserve Study Update (Allowance)	$10,187.54	1 Ea	$10,187.54	3y	2039-40
2036-37 (Year 10) Total			**$14,144.62**		
2037-38 (Year 11)					
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Boh Corridor	$26.66	290 SF	$7,729.95	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 4th Floor - Corridor	$26.66	400 SF	$10,662.00	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 9th Floor - Corridor	$26.66	260 SF	$6,930.30	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 14th Floor - Corridor	$26.66	260 SF	$6,930.30	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 18th Floor - Corridor	$26.66	195 SF	$5,197.72	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 23rd Floor - Corridor	$26.66	195 SF	$5,197.72	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 28th Floor - Corridor	$26.66	195 SF	$5,197.72	10y	2038-39
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 33rd Floor - Corridor	$26.66	195 SF	$5,197.72	10y	2038-39
FF&E, Roof Deck, Furnishings: 21st Pool Floor - Common Loggia	$14,005.82	1 LS	$14,005.82	10y	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 2nd Floor Maintenance Roof	$21.89	170 LF	$3,721.30	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 31st Floor - Private Loggia 1	$21.89	60 LF	$1,313.40	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 3	$21.89	75 LF	$1,641.75	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 36th Mech Floor - Maintenance Paver Roof 2	$21.89	105 LF	$2,298.45	10y	2038-39
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Pool Equipment Room	$1.43	390 SF	$557.31	10y	2038-39
Paint Walls and/or Ceiling (BoH): 35th Floor - Enclosed Empty Void with Windows	$1.43	790 SF	$1,128.91	10y	2038-39
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Boiler and Hot Water Heater Room	$1.43	2,835 SF	$4,051.22	10y	2038-39
Paint Walls and/or Ceiling (BoH): Cellar Floor - Arc/Fa/Ats Closet Room	$1.43	810 SF	$1,157.49	10y	2038-39
Paint Walls and/or Ceiling (BoH): Cellar Floor - Janitor's Closet	$1.43	260 SF	$371.54	10y	2038-39
Paint Walls and/or Ceiling (BoH): Cellar Floor - Sewer Room	$1.43	3,400 SF	$4,858.60	10y	2038-39
Paint Walls and/or Ceiling: 21st Pool Floor - Lounge	$2.00	530 SF	$1,057.35	7y	2038-39
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule C	$2.00	385 SF	$768.08	7y	2038-39
Railings, Roof - Resecure/Paint as Required: 30th Floor - Private Loggia 1	$93.87	31 LF	$2,909.94	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 35th Floor - Maintenance Paver Roof 1	$93.87	40 LF	$3,754.76	10y	2038-39
2037-38 (Year 11) Total			**$96,639.35**		
2038-39 (Year 12)					

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Vestibule B	$27.48	75 SF	$2,061.30	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 5th Floor - Corridor	$27.48	400 SF	$10,993.60	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 10th Floor - Corridor	$27.48	260 SF	$7,145.84	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 15th Floor - Corridor	$27.48	195 SF	$5,359.38	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 19th Floor - Corridor	$27.48	195 SF	$5,359.38	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 24th Floor - Corridor	$27.48	195 SF	$5,359.38	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 29th Floor - Corridor	$27.48	190 SF	$5,221.96	10y	2039-40
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 34th Floor - Corridor	$27.48	230 SF	$6,321.32	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 6th Floor Maintenance Roof (Paved)	$22.57	145 LF	$3,272.65	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 8th Floor Private Terraces	$22.57	395 LF	$8,915.15	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 32nd Floor - Private Loggia 1	$22.57	60 LF	$1,354.20	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - PH2 Penthouse Terrace	$22.57	160 LF	$3,611.20	10y	2039-40
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Electrical Room	$1.47	310 SF	$456.63	10y	2039-40
Paint Walls and/or Ceiling (BoH): 36th Mechanical Floor - Mechanical Room	$1.47	4,300 SF	$6,333.90	10y	2039-40

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling (BoH): 38th Mechanical Floor - Elevator Machine Room	$1.47	1,035 SF	$1,524.56	10y	2039-40
Paint Walls and/or Ceiling (BoH): Cellar Floor - Gas Meter Room	$1.47	1,400 SF	$2,062.20	10y	2039-40
Paint Walls and/or Ceiling (BoH): Cellar Floor - Storage	$1.47	1,740 SF	$2,563.02	10y	2039-40
Paint Walls and/or Ceiling (BoH): Cellar Floor - Tenant Storage	$1.47	2,035 SF	$2,997.56	10y	2039-40
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule D	$2.06	495 SF	$1,018.22	7y	2041-42
Paint Walls and/or Ceiling: 22nd Amenity Floor - Fitness	$2.06	3,060 SF	$6,294.42	7y	2041-42
Railings, Roof - Resecure/Paint as Required: 31st Floor - Private Loggia 1	$96.79	31 LF	$3,000.46	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 35th Floor - Maintenance Paver Roof 2	$96.79	50 LF	$4,839.45	10y	2039-40
2038-39 (Year 12) Total			**$96,065.78**		
2039-40 (Year 13)					
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Boh Vestibule	$28.34	75 SF	$2,125.35	10y	2040-41
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 6th Floor - Corridor	$28.34	390 SF	$11,051.82	10y	2040-41
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 11th Floor - Corridor	$28.34	260 SF	$7,367.88	10y	2040-41
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 16th Floor - Corridor	$28.34	195 SF	$5,525.91	10y	2040-41
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 20th Mech Floor - Corridor	$28.34	165 SF	$4,675.77	10y	2040-41

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 25th Floor - Corridor	$28.34	195 SF	$5,525.91	10y	2040-41
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 30th Floor - Corridor	$28.34	200 SF	$5,667.60	10y	2040-41
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 35th Floor - Corridor	$28.34	155 SF	$4,392.39	10y	2040-41
FF&E, Children's Room: 22nd Amenity Floor - Kids Room	$62.95	480 SF	$30,216.00	10y	2049-50
FF&E, Lobby: 1st Floor - Lobby	$33.78	650 SF	$21,955.70	12y	2051-52
Flashings and Sealants, Parapets/Roof Edges: 21st Pool Floor - Common Loggia	$23.27	140 LF	$3,258.08	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 33rd Floor - Private Loggia 1	$23.27	60 LF	$1,396.32	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - Maintenance Paver Roof 1	$23.27	50 LF	$1,163.60	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: Main Roof	$23.27	175 LF	$4,072.60	10y	2040-41
Paint Walls and/or Ceiling (BoH): 2nd Floor - Mechanical Room	$1.52	1,430 SF	$2,172.17	10y	2040-41
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - ATS Room	$1.52	135 SF	$205.06	10y	2040-41
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Fire Pump Room	$1.52	1,410 SF	$2,141.79	10y	2040-41
Paint Walls and/or Ceiling (BoH): Cellar Floor - Compactor Room	$1.52	1,475 SF	$2,240.52	10y	2040-41
Paint Walls and/or Ceiling (BoH): Cellar Floor - Mdf Room	$1.52	790 SF	$1,200.01	10y	2040-41
Pool, Filtration and Circulation Equipment: 21st Pool Floor - Indoor Pool	$22,335.80	1 LS	$22,335.80	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 8th Floor Private Terraces	$99.80	225 LF	$22,454.78	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 32nd Floor - Private Loggia 1	$99.80	31 LF	$3,093.77	10y	2040-41
Reserve Study Update (Allowance)	$11,167.90	1 Ea	$11,167.90	3y	2042-43
2039-40 (Year 13) Total			**$175,406.73**		
2040-41 (Year 14)					
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 2nd Floor - Corridor	$29.22	340 SF	$9,934.80	10y	2041-42
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 7th Floor - Corridor	$29.22	390 SF	$11,395.80	10y	2041-42
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 12th Floor - Corridor	$29.22	260 SF	$7,597.20	10y	2041-42
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 17th Floor - Corridor	$29.22	195 SF	$5,697.90	10y	2041-42
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 21st Pool Floor - Corridor	$29.22	515 SF	$15,048.30	10y	2041-42
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 26th Floor - Corridor	$29.22	195 SF	$5,697.90	10y	2041-42
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 31st Floor - Corridor	$29.22	190 SF	$5,551.80	10y	2041-42
Flashings and Sealants, Parapets/Roof Edges: 29th Floor - Private Loggia 1	$24.00	60 LF	$1,439.76	10y	2041-42
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 1	$24.00	85 LF	$2,039.66	10y	2041-42
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - Maintenance Paver Roof 2	$24.00	105 LF	$2,519.58	10y	2041-42

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof	$24.00	100 LF	$2,399.60	10y	2041-42
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Generator Room	$1.57	900 SF	$1,409.40	10y	2041-42
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Hot Water Heater Room,	$1.57	1,705 SF	$2,670.03	10y	2041-42
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Ats Room	$1.57	425 SF	$665.55	10y	2041-42
Paint Walls and/or Ceiling (BoH): Cellar Floor - Bike Room	$1.57	1,630 SF	$2,552.58	10y	2041-42
Paint Walls and/or Ceiling (BoH): Cellar Floor - Fire Pump Room	$1.57	2,200 SF	$3,445.20	10y	2041-42
Pool, Furnishings: 21st Pool Floor - Indoor Pool	$18.42	1,130 SF	$20,819.12	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 21st Pool Floor - Common Loggia	$102.90	90 LF	$9,261.27	10y	2041-42
Railings, Roof - Resecure/Paint as Required: 33rd Floor - Private Loggia 1	$102.90	31 LF	$3,189.99	10y	2041-42
2040-41 (Year 14) Total			**$113,335.44**		
2041-42 (Year 15)					
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 3rd Floor - Corridor	$30.13	400 SF	$12,051.20	10y	2047-48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 8th Floor - Corridor	$30.13	205 SF	$6,176.24	10y	2047-48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 13th Floor - Corridor	$30.13	260 SF	$7,833.28	10y	2047-48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 22nd Amenity Floor - Corridor	$30.13	330 SF	$9,942.24	10y	2047-48
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 27th Floor - Corridor	$30.13	195 SF	$5,874.96	10y	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 32nd Floor - Corridor	$30.13	200 SF	$6,025.60	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 30th Floor - Private Loggia 1	$24.74	60 LF	$1,484.52	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 2	$24.74	30 LF	$742.26	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 36th Mech Floor - Maintenance Paver Roof 1	$24.74	50 LF	$1,237.10	10y	2047-48
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - AHU Room	$1.62	1,270 SF	$2,051.05	10y	2047-48
Paint Walls and/or Ceiling (BoH): 21st Pool Floor - Pool Storage	$1.62	50 SF	$80.75	10y	2047-48
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Electrical Room	$1.62	630 SF	$1,017.45	10y	2047-48
Paint Walls and/or Ceiling (BoH): Cellar Floor - Elev. Machine Room	$1.62	500 SF	$807.50	10y	2047-48
Paint Walls and/or Ceiling (BoH): Cellar Floor - Main Electrical Switchboard Room	$1.62	2,515 SF	$4,061.72	10y	2047-48
Paint Walls and/or Ceiling: 1st Floor - Package Room	$2.26	270 SF	$608.85	7y	2042-43
Paint Walls and/or Ceiling: 22nd Amenity Floor - Yoga Studio	$2.26	940 SF	$2,119.70	7y	2042-43
Railings, Roof - Resecure/Paint as Required: 29th Floor - Private Loggia 1	$106.10	31 LF	$3,289.19	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 35th Floor - PH2 Penthouse Terrace	$106.10	160 LF	$16,976.48	10y	2047-48
2041-42 (Year 15) Total			**$82,380.09**		
2042-43 (Year 16)					
Building Maintenance Unit	$109,402.37	1 LS	$109,402.37	15y	N/A
Common Area Restroom (Allowance): 21st Pool Amenity Floor Restroom A	$8,677.29	1 Ea	$8,677.29	15y	2043-44

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Common Area Restroom (Allowance): Cellar Bathroom	$8,677.29	1 Ea	$8,677.29	15y	2043-44
Exterior Caulking and Sealants	$6.99	23,725 LF	$165,742.85	10y	2052-53
Façade Repairs (Allowance)	$285,660.79	1 LS	$285,660.79	10y	2052-53
FF&E, Fitness Equipment, Cardio: 22nd Amenity Floor - Fitness	$8,161.74	6 PC	$48,970.42	15y	N/A
FF&E, Media Room: 21st Pool Floor - Media Room	$79.11	365 SF	$28,874.06	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Electrical Room	$2.17	310 SF	$672.39	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: 36th Mechanical Floor - Mechanical Room	$2.17	2,000 SF	$4,338.00	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - 37th Mech Floor - Corridor	$2.17	340 SF	$737.46	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: 38th Mechanical Floor - Elevator Machine Room	$2.17	285 SF	$618.16	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Arc/Fa/Ats Closet Room	$2.17	210 SF	$455.49	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Corridor	$2.17	1,000 SF	$2,169.00	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Sewer Room	$2.17	1,300 SF	$2,819.70	15y	2043-44
Management Office (Allowance)	$16,323.47	1 LS	$16,323.47	15y	N/A
Paint Walls and/or Ceiling: 21st Pool Floor - Indoor Pool Deck	$2.33	4,200 SF	$9,769.20	7y	2043-44
Paint Walls and/or Ceiling: 22nd Amenity Floor - Treatment Room	$2.33	425 SF	$988.55	7y	2043-44
Reserve Study Update (Allowance)	$12,242.60	1 Ea	$12,242.60	3y	2045-46
Security, Cameras & Monitoring System	$840.66	25	$21,016.45	15y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Vinyl Tile Flooring (BoH): Cellar Floor - Storage	$10.57	640 SF	$6,764.16	15y	2043-44
2042-43 (Year 16) Total			**$734,919.70**		
2043-44 (Year 17)					
Common Area Restroom (Allowance): 21st Pool Amenity Floor Restroom B	$8,947.16	1 Ea	$8,947.16	15y	2044-45
Common Area Restroom (Allowance): Lobby Bathroom	$8,947.16	1 Ea	$8,947.16	15y	2044-45
FF&E, Fitness Equipment, Strength: 22nd Amenity Floor - Fitness	$4,207.78	6 PC	$25,246.70	15y	N/A
FF&E, Lounge: 21st Pool Floor - Lounge	$81.57	530 SF	$43,230.51	15y	N/A
Fire Alarm Panel	$16,831.13	1 Ea	$16,831.13	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: 2nd Floor - 2nd Floor - Mechanical Room	$2.24	1,430 SF	$3,197.48	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - ATS Room	$2.24	135 SF	$301.86	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Fire Pump Room	$2.24	460 SF	$1,028.56	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: 38th Mechanical Floor - Vestibule Corridor	$2.24	90 SF	$201.24	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Compactor Room	$2.24	475 SF	$1,062.10	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Gas Meter Room	$2.24	400 SF	$894.40	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: Porte Cochere	$2.24	745 SF	$1,665.82	15y	2044-45
Paint Walls and/or Ceiling: 21st Pool Floor - Media Room	$2.40	365 SF	$875.27	7y	2044-45
Paint Walls and/or Ceiling: 22nd Amenity Floor - Kids Room	$2.40	1,680 SF	$4,028.64	7y	2044-45
Pool, Gunite Bot/Side - Re-Finish: 21st Pool Floor - Indoor Pool	$147.51	1 SF	$147.51	15y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Resilent Sheet Floor: 22nd Amenity Floor - Fitness	$21.69	1,410 SF	$30,578.67	15y	2044-45
Sauna, Custom - 61-150 S.F. (Allowance)	$58,067.41	1 Ea	$58,067.41	15y	N/A
Security, Key FOB System (Allowance)	$7,910.63	1 LS	$7,910.63	15y	N/A
Super's Office/Workshop (Allowance)	$16,831.13	1 LS	$16,831.13	15y	N/A
Vinyl Tile Flooring (BoH): Cellar Floor - Bike Room	$10.90	530 SF	$5,775.94	15y	2044-45
2043-44 (Year 17) Total			**$235,769.32**		
2044-45 (Year 18)					
Common Area Restroom (Allowance): 21st Pool Amenity Floor Restroom C	$9,225.41	1 Ea	$9,225.41	15y	2045-46
Fire Alarm System	$786.16	73 U	$57,389.83	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Generator Room	$2.31	900 SF	$2,075.40	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Hot Water Heater Room,	$2.31	1,705 SF	$3,931.73	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Ats Room	$2.31	75 SF	$172.95	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Elev. Machine Room	$2.31	100 SF	$230.60	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Mdf Room	$2.31	190 SF	$438.14	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: Parking Bay	$2.31	600 SF	$1,383.60	15y	2045-46
Paint Walls and/or Ceiling: 21st Pool Floor - Lounge	$2.47	530 SF	$1,310.16	7y	2045-46
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule C	$2.47	385 SF	$951.72	7y	2045-46
Resilent Sheet Floor: 22nd Amenity Floor - Yoga Studio	$22.36	340 SF	$7,603.08	15y	2045-46

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Vinyl Tile Flooring (BoH): Cellar Floor - Tenant Storage	$11.24	835 SF	$9,382.06	15y	N/A
2044-45 (Year 18) Total			**$94,094.68**		
2045-46 (Year 19)					
Common Area Restroom (Allowance): 22nd Amenity Floor Restroom D	$9,512.32	1 Ea	$9,512.32	15y	2046-47
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - AHU Room	$2.38	1,270 SF	$3,020.06	15y	2046-47
Fluid-Applied Flooring - Sealant or Paint: 21st Pool Floor - Pool Storage	$2.38	50 SF	$118.90	15y	2046-47
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Electrical Room	$2.38	130 SF	$309.14	15y	2046-47
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Fire Pump Room	$2.38	800 SF	$1,902.40	15y	2046-47
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Janitor's Closet	$2.38	60 SF	$142.68	15y	2046-47
Fluid-Applied Flooring - Sealant or Paint: Vehicle Storage	$2.38	2,135 SF	$5,077.03	15y	2046-47
Intercom System, Master Door, Video Type	$14,574.92	1 Ea	$14,574.92	15y	N/A
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule D	$2.55	495 SF	$1,261.76	7y	2048-49
Paint Walls and/or Ceiling: 22nd Amenity Floor - Fitness	$2.55	3,060 SF	$7,799.94	7y	2048-49
Reserve Study Update (Allowance)	$13,420.73	1 Ea	$13,420.73	3y	2048-49
Resilent Sheet Floor: 22nd Amenity Floor - Treatment Room	$23.06	50 SF	$1,152.85	15y	N/A
2045-46 (Year 19) Total			**$58,292.73**		
2046-47 (Year 20)					
Common Area Restroom (Allowance): 22nd Amenity Floor Restroom E	$9,808.16	1 Ea	$9,808.16	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: 20th Mech Floor - Pool Equipment Room	$2.45	390 SF	$956.28	15y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fluid-Applied Flooring - Sealant or Paint: 35th Floor - Enclosed Empty Void with Windows	$2.45	790 SF	$1,937.08	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: 36th Mechanical Floor - Elevator Lobby	$2.45	220 SF	$539.44	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: 37th Mechanical Floor - Boiler and Hot Water Heater Room	$2.45	1,085 SF	$2,660.42	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Main Electrical Switchboard Room	$2.45	1,065 SF	$2,611.38	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Cellar Floor - Stair Corridor	$2.45	320 SF	$784.64	15y	N/A
Gas Booster Pump: GB-1 Boiler Booster - Cellar	$5,945.20	1 Ea	$5,945.20	15y	N/A
2046-47 (Year 20) Total			**$25,242.60**		
2047-48 (Year 21)					
Acoustical Ceiling Tiles: Cellar Floor - Storage	$16.89	1,100 SF	$18,579.00	20y	2048-49
Air-Source Heat Pump - 10-Ton: ACC-R-1	$28,944.09	1 Ea	$28,944.09	20y	N/A
Branch Controller - 6 Branches: HR-1	$13,535.25	1 Ea	$13,535.25	20y	2048-49
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 1st Floor - Package Room	$45.15	270 SF	$12,189.15	20y	2048-49
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Vestibule D	$45.15	45 SF	$2,031.52	20y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Boh Corridor	$36.21	290 SF	$10,499.74	10y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 4th Floor - Corridor	$36.21	400 SF	$14,482.40	10y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 9th Floor - Corridor	$36.21	260 SF	$9,413.56	10y	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 14th Floor - Corridor	$36.21	260 SF	$9,413.56	10y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 18th Floor - Corridor	$36.21	195 SF	$7,060.17	10y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 23rd Floor - Corridor	$36.21	195 SF	$7,060.17	10y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 28th Floor - Corridor	$36.21	195 SF	$7,060.17	10y	2048-49
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 33rd Floor - Corridor	$36.21	195 SF	$7,060.17	10y	2048-49
DW Packaged Booster Pumps, Triplex - 1,000 GPM, 15 HP, 6": HP-1 Triplex Fill Pumps - Cellar	$25,027.77	1 Ea	$25,027.77	20y	2048-49
Elevator, Traction, Cab Doors: PE-1	$10,078.80	1 LS	$10,078.80	20y	2048-49
Elevator, Traction, Cabs - Refurbish: PE-1	$26,822.20	1 LS	$26,822.20	20y	2048-49
Fan, Axial Flow, Direct Drive - 2 HP: MAU-1-1 - Garage Intake - 1st Floor	$10,463.10	1 Ea	$10,463.10	20y	2048-49
Fan, Axial Flow, Direct Drive - 3/4 HP: OAF-37-2 - Boiler Room - 37th Floor	$7,016.53	1 Ea	$7,016.53	20y	2050-51
Fan, Inline, Supply/Exhaust - 1,000 CFM: TRX-36-1 - Trash Exhaust - 36th Floor	$8,027.85	1 Ea	$8,027.85	20y	2048-49
Fan, Inline, Supply/Exhaust - 2,560 CFM: DX-36-1 - Dryer Exhaust - 36th Floor	$11,502.74	1 Ea	$11,502.74	20y	2050-51
Fans, Roof Mounted (Kitchen Only), Centrifugal, Belt Drive - 5 H.P.: KX-20-1 - Kitchen Exhaust - 20th Floor	$16,897.12	1 Ea	$16,897.12	20y	2048-49
FF&E, Roof Deck, Furnishings: 21st Pool Floor - Common Loggia	$19,024.64	1 LS	$19,024.64	10y	N/A
Fire Pump/Jockey Pump, Electric - 1,500 GPM: FP-2/JP-2, 37th Floor	$135,716.97	1 Ea	$135,716.97	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fire Pump/Jockey Pump, Electric - 750 GPM: FP-1/JP-1, Cellar Floor	$91,601.22	1 Ea	$91,601.22	20y	N/A
Flashings and Sealants, Parapets/Roof Edges: 2nd Floor Maintenance Roof	$29.73	170 LF	$5,054.78	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 31st Floor - Private Loggia 1	$29.73	60 LF	$1,784.04	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 3	$29.73	75 LF	$2,230.05	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 36th Mech Floor - Maintenance Paver Roof 2	$29.73	105 LF	$3,122.07	10y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 2nd Floor Maintenance Roof	$124.70	1,760 SF	$219,475.52	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 36th Mech Floor - Maintenance Paver Roof 2	$124.70	315 SF	$39,281.13	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 31st Floor - Private Loggia 1	$54.33	165 SF	$8,964.12	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 34th Floor - Private Terrace 3	$54.33	615 SF	$33,411.72	20y	2048-49
Packaged Rooftop Unit, Single Zone - 15 ton: PDU-1	$47,666.24	1 Ea	$47,666.24	20y	N/A
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Pool Equipment Room	$1.94	390 SF	$756.99	10y	2048-49
Paint Walls and/or Ceiling (BoH): 35th Floor - Enclosed Empty Void with Windows	$1.94	790 SF	$1,533.39	10y	2048-49
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Boiler and Hot Water Heater Room	$1.94	2,835 SF	$5,502.74	10y	2048-49
Paint Walls and/or Ceiling (BoH): Cellar Floor - Arc/Fa/Ats Closet Room	$1.94	810 SF	$1,572.21	10y	2048-49
Paint Walls and/or Ceiling (BoH): Cellar Floor - Janitor's Closet	$1.94	260 SF	$504.66	10y	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling (BoH): Cellar Floor - Sewer Room	$1.94	3,400 SF	$6,599.40	10y	2048-49
Pump, End Suction - 1,000 GPM, 40 H.P.: SCWP-36-1	$46,678.43	1 Ea	$46,678.43	20y	2048-49
Pump, End Suction - 250 GPM, 15 H.P.: HWP-37-1	$30,693.53	1 Ea	$30,693.53	20y	2048-49
Pump, End Suction - 750 GPM, 25 H.P.: PCWP-36-1	$45,034.03	1 Ea	$45,034.03	20y	2048-49
Railings, Roof - Resecure/Paint as Required: 30th Floor - Private Loggia 1	$127.51	31 LF	$3,952.69	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 35th Floor - Maintenance Paver Roof 1	$127.51	40 LF	$5,100.24	10y	2048-49
Sump Pump - Elevator: ESP-1 Elevator Sump Pump	$6,457.69	1 Ea	$6,457.69	20y	2048-49
Trash Compactor, Chute Fed, 250 lbs./hr.	$27,160.74	1 Ea	$27,160.74	20y	N/A
Unit Heater, Cabinet, Electric: EBH-B	$7,506.01	10 Ea	$75,060.09	20y	2048-49
Unit Heater, Electric - 40 kW: EDH-C-1	$13,197.71	1 Ea	$13,197.71	20y	N/A
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-22-3	$8,941.58	1 Ea	$8,941.58	20y	2048-49
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-3	$8,941.58	1 Ea	$8,941.58	20y	2048-49
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-8	$8,941.58	1 Ea	$8,941.58	20y	2048-49
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-22-1	$10,461.65	1 Ea	$10,461.65	20y	2048-49
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-1-1	$11,125.61	1 Ea	$11,125.61	20y	2048-49
VRF Outdoor Water Cooled Heat Pump - 8-Ton: WCC-C2	$49,414.61	1 Ea	$49,414.61	20y	N/A
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-22	$67,839.98	1 Ea	$67,839.98	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Water Cooled-Energy Recovery Unit 3200 CFM - Single Zone - 20 ton: ERU-2-1	$104,667.88	1 Ea	$104,667.88	20y	N/A
Wood Flooring - Engineered (Pergo, Laminate - Premium): 21st Pool Floor - Lounge	$13.86	530 SF	$7,343.15	20y	N/A
2047-48 (Year 21) Total			**$1,417,979.72**		
2048-49 (Year 22)					
Acoustical Ceiling Tiles: 22nd Amenity Floor - Kids Room	$17.42	480 SF	$8,359.20	20y	N/A
Branch Controller - 6 Branches: HR-21	$13,956.20	1 Ea	$13,956.20	20y	2049-50
Branch Controller - 6 Branches: HR-C2	$13,956.20	1 Ea	$13,956.20	20y	2049-50
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Indoor Pool Deck	$46.55	1,130 SF	$52,600.37	20y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Vestibule B	$37.33	75 SF	$2,799.90	10y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 5th Floor - Corridor	$37.33	400 SF	$14,932.80	10y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 10th Floor - Corridor	$37.33	260 SF	$9,706.32	10y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 15th Floor - Corridor	$37.33	195 SF	$7,279.74	10y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 19th Floor - Corridor	$37.33	195 SF	$7,279.74	10y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 24th Floor - Corridor	$37.33	195 SF	$7,279.74	10y	2049-50
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 29th Floor - Corridor	$37.33	190 SF	$7,093.08	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 34th Floor - Corridor	$37.33	230 SF	$8,586.36	10y	2049-50
Direct Outside Air System, Water Cooled - 20 ton: DOAS-2-1	$82,376.73	1 Ea	$82,376.73	20y	2049-50
DW Packaged Booster Pumps, Triplex - 1,000 GPM, 15 HP, 6": BP-1 Triplex Constant Pressure Booster Pumps - Level 37	$25,806.14	1 Ea	$25,806.14	20y	N/A
Elevator, Traction, Cab Doors: PE-2	$10,392.26	1 LS	$10,392.26	20y	2049-50
Elevator, Traction, Cabs - Refurbish: PE-2	$27,656.37	1 LS	$27,656.37	20y	2049-50
Fan, Axial Flow, Direct Drive - 2 HP: OAF-2-1 - Ventilation Air - 2nd Floor	$10,788.51	1 Ea	$10,788.51	20y	N/A
Fan, Inline, Supply/Exhaust - 1,000 CFM: OAF-36-1 - Mechanical Room Ventilation - 36th Floor	$8,277.52	1 Ea	$8,277.52	20y	2049-50
Fan, Inline, Supply/Exhaust - 1,520 CFM: EF-20-1 - Mechanical Room Ventilation - 20th Floor	$7,866.66	1 Ea	$7,866.66	20y	2049-50
Fan, Inline, Supply/Exhaust - 3,480 CFM: EF-2-1 - Mechanical Room Ventilation - 2nd Floor	$14,296.39	1 Ea	$14,296.39	20y	N/A
Fans, Roof Mounted (Kitchen Only), Centrifugal, Belt Drive - 5 H.P.: KX-36-1 - Kitchen Exhaust - 36th Floor	$17,422.62	1 Ea	$17,422.62	20y	N/A
Flashings and Sealants, Parapets/Roof Edges: 6th Floor Maintenance Roof (Paved)	$30.66	145 LF	$4,445.41	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 8th Floor Private Terraces	$30.66	395 LF	$12,109.91	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 32nd Floor - Private Loggia 1	$30.66	60 LF	$1,839.48	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - PH2 Penthouse Terrace	$30.66	160 LF	$4,905.28	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 6th Floor Maintenance Roof	$128.58	545 SF	$70,076.10	20y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 8th Floor Private Terraces	$56.02	2,425 SF	$135,843.65	20y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 32nd Floor - Private Loggia 1	$56.02	165 SF	$9,242.97	20y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 35th Floor - PH2 Penthouse Terrace	$56.02	600 SF	$33,610.80	20y	2049-50
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Electrical Room	$2.00	310 SF	$620.31	10y	2049-50
Paint Walls and/or Ceiling (BoH): 36th Mechanical Floor - Mechanical Room	$2.00	4,300 SF	$8,604.30	10y	2049-50
Paint Walls and/or Ceiling (BoH): 38th Mechanical Floor - Elevator Machine Room	$2.00	1,035 SF	$2,071.04	10y	2049-50
Paint Walls and/or Ceiling (BoH): Cellar Floor - Gas Meter Room	$2.00	1,400 SF	$2,801.40	10y	2049-50
Paint Walls and/or Ceiling (BoH): Cellar Floor - Storage	$2.00	1,740 SF	$3,481.74	10y	2049-50
Paint Walls and/or Ceiling (BoH): Cellar Floor - Tenant Storage	$2.00	2,035 SF	$4,072.04	10y	2049-50
Paint Walls and/or Ceiling: 1st Floor - Package Room	$2.80	270 SF	$754.65	7y	2049-50
Paint Walls and/or Ceiling: 22nd Amenity Floor - Yoga Studio	$2.80	940 SF	$2,627.30	7y	2049-50
Pump, End Suction - 1,000 GPM, 40 H.P.: SCWP-36-2	$48,130.13	1 Ea	$48,130.13	20y	2049-50
Pump, End Suction - 250 GPM, 15 H.P.: HWP-37-2	$31,648.10	1 Ea	$31,648.10	20y	2049-50
Pump, End Suction - 750 GPM, 25 H.P.: PCWP-36-2	$46,434.59	1 Ea	$46,434.59	20y	2049-50
Railings, Roof - Resecure/Paint as Required: 31st Floor - Private Loggia 1	$131.47	31 LF	$4,075.63	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 35th Floor - Maintenance Paver Roof 2	$131.47	50 LF	$6,573.60	10y	2049-50
Reserve Study Update (Allowance)	$14,712.23	1 Ea	$14,712.23	3y	2051-52
Sump Pump - Elevator: ESP-2 Elevator Sump Pump	$6,658.52	1 Ea	$6,658.52	20y	N/A
Unit Heater, Cabinet, Electric: EUH-A	$7,739.45	15 Ea	$116,091.69	20y	2051-52
Unit Heater, Electric - 20 kW: EDH-1-1	$7,072.07	1 Ea	$7,072.07	20y	2049-50
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-22-4	$9,219.67	1 Ea	$9,219.67	20y	2049-50
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-4	$9,219.67	1 Ea	$9,219.67	20y	2049-50
VRF Fan Coil, Ceil Concealed - 2-Ton: ACC-2-1	$9,219.67	1 Ea	$9,219.67	20y	2049-50
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-22-2	$10,787.01	1 Ea	$10,787.01	20y	2049-50
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-1-2	$11,471.62	1 Ea	$11,471.62	20y	2049-50
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-21	$69,949.80	1 Ea	$69,949.80	20y	2049-50
Water Cooled-Energy Recovery Unit 2700 CFM - Single Zone - 18 ton: ERU-2-2	$85,166.17	1 Ea	$85,166.17	20y	N/A
2048-49 (Year 22) Total			**$1,142,249.40**		
2049-50 (Year 23)					
Branch Controller - 6 Branches: HR-22	$14,390.24	1 Ea	$14,390.24	20y	2050-51
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 22nd Amenity Floor - Kids Room	$48.00	480 SF	$23,038.56	20y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 1st Floor - Boh Vestibule	$38.49	75 SF	$2,886.98	10y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 6th Floor - Corridor	$38.49	390 SF	$15,012.27	10y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 11th Floor - Corridor	$38.49	260 SF	$10,008.18	10y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 16th Floor - Corridor	$38.49	195 SF	$7,506.14	10y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 20th Mech Floor - Corridor	$38.49	165 SF	$6,351.34	10y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 25th Floor - Corridor	$38.49	195 SF	$7,506.14	10y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 30th Floor - Corridor	$38.49	200 SF	$7,698.60	10y	2050-51
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 35th Floor - Corridor	$38.49	155 SF	$5,966.42	10y	2050-51
Direct Outside Air System, Water Cooled - 20 ton: DOAS-36-1	$84,938.65	1 Ea	$84,938.65	20y	N/A
Elevator, Traction, Cab Doors: PE-3	$10,715.45	1 LS	$10,715.45	20y	N/A
Elevator, Traction, Cabs - Refurbish: PE-3	$28,516.48	1 LS	$28,516.48	20y	N/A
Fan, Axial Flow, Direct Drive - 2 HP: PGX-2-1 - Garage Exhaust - 2nd Floor	$11,124.03	1 Ea	$11,124.03	20y	N/A
Fan, Inline, Supply/Exhaust - 1,000 CFM: OAF-37-1 - Mechanical Room Ventilation - 37th Floor	$8,534.95	1 Ea	$8,534.95	20y	2050-51
Fan, Inline, Supply/Exhaust - 1,520 CFM: EF-20-2 - Pool Room Exhaust - 20th Floor	$8,111.32	1 Ea	$8,111.32	20y	N/A
Fan, Inline, Supply/Exhaust - 900 CFM: EF-36-1 - Mechanical Room Ventilation - 36th Floor	$8,534.95	1 Ea	$8,534.95	20y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fans, Roof Mounted, Upblast - 20 H.P.: PFSP-37-1 - Post Fire Smoke Purge - Resi - Stair Bulkhead	$25,511.83	1 Ea	$25,511.83	20y	2050-51
FF&E, Children's Room: 22nd Amenity Floor - Kids Room	$85.51	480 SF	$41,043.36	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 21st Pool Floor - Common Loggia	$31.61	140 LF	$4,425.68	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 33rd Floor - Private Loggia 1	$31.61	60 LF	$1,896.72	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - Maintenance Paver Roof 1	$31.61	50 LF	$1,580.60	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: Main Roof	$31.61	175 LF	$5,532.10	10y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 35th Floor - Maintenance Paver Roof 1	$132.58	95 SF	$12,595.00	20y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 21st Pool Floor - Common Loggia	$57.76	875 SF	$50,540.00	20y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 33rd Floor - Private Loggia 1	$57.76	165 SF	$9,530.40	20y	2050-51
Mailboxes, Per-Compartment	$222.49	73 Ea	$16,241.77	20y	N/A
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Main Roof	$32.58	1,650 SF	$53,755.35	20y	2050-51
Paint Walls and/or Ceiling (BoH): 2nd Floor - Mechanical Room	$2.06	1,430 SF	$2,951.52	10y	2050-51
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - ATS Room	$2.06	135 SF	$278.64	10y	2050-51
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Fire Pump Room	$2.06	1,410 SF	$2,910.24	10y	2050-51
Paint Walls and/or Ceiling (BoH): Cellar Floor - Compactor Room	$2.06	1,475 SF	$3,044.40	10y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling (BoH): Cellar Floor - Mdf Room	$2.06	790 SF	$1,630.56	10y	2050-51
Paint Walls and/or Ceiling: 21st Pool Floor - Indoor Pool Deck	$2.88	4,200 SF	$12,104.40	7y	2050-51
Paint Walls and/or Ceiling: 22nd Amenity Floor - Treatment Room	$2.88	425 SF	$1,224.85	7y	2050-51
Pool, Filtration and Circulation Equipment: 21st Pool Floor - Indoor Pool	$30,339.56	1 LS	$30,339.56	10y	N/A
Pump, End Suction - 1,000 GPM, 40 H.P.: SCWP-36-3	$49,626.98	1 Ea	$49,626.98	20y	N/A
Pump, End Suction - 250 GPM, 15 H.P.: HWP-37-3	$32,632.35	1 Ea	$32,632.35	20y	N/A
Pump, End Suction - 750 GPM, 25 H.P.: PCWP-36-3	$47,878.70	1 Ea	$47,878.70	20y	N/A
Railings, Roof - Resecure/Paint as Required: 8th Floor Private Terraces	$135.56	225 LF	$30,501.00	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 32nd Floor - Private Loggia 1	$135.56	31 LF	$4,202.36	10y	2050-51
Unit Heater, Electric - 20 kW: EDH-20-1	$7,292.01	1 Ea	$7,292.01	20y	2050-51
VRF Fan Coil, Ceil Concealed - 1.5-Ton: AC-20-2	$8,191.68	1 Ea	$8,191.68	20y	N/A
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-22-5	$9,506.40	1 Ea	$9,506.40	20y	2050-51
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-5	$9,506.40	1 Ea	$9,506.40	20y	2050-51
VRF Fan Coil, Ceil Concealed - 2-Ton: ACC-2-2	$9,506.40	1 Ea	$9,506.40	20y	2050-51
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-21-1	$11,122.48	1 Ea	$11,122.48	20y	2050-51
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-C-1	$11,828.39	1 Ea	$11,828.39	20y	2050-51
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-C1	$72,125.24	1 Ea	$72,125.24	20y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Water Cooled-Energy Recovery Unit 8600 CFM - Single Zone - 40 ton: ERU-20-1	$247,758.96	1 Ea	$247,758.96	20y	N/A
2049-50 (Year 23) Total			**$1,089,657.03**		
2050-51 (Year 24)					
Branch Controller - 6 Branches: HR-20	$14,837.78	1 Ea	$14,837.78	20y	2051-52
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Media Room	$49.49	365 SF	$18,063.85	20y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 2nd Floor - Corridor	$39.69	340 SF	$13,494.60	10y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 7th Floor - Corridor	$39.69	390 SF	$15,479.10	10y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 12th Floor - Corridor	$39.69	260 SF	$10,319.40	10y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 17th Floor - Corridor	$39.69	195 SF	$7,739.55	10y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 21st Pool Floor - Corridor	$39.69	515 SF	$20,440.35	10y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 26th Floor - Corridor	$39.69	195 SF	$7,739.55	10y	2051-52
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 31st Floor - Corridor	$39.69	190 SF	$7,541.10	10y	2051-52
Exterior Door, Garage Door, 20x14 w/ Automatic Opener, Commercial Grade: Porte Cochere, Parking Bay,Vehicle Storage	$28,304.97	1 Ea	$28,304.97	20y	N/A
Fan, Axial Flow, Direct Drive - 3/4 HP: OAF-20-1 - Mechanical Room Ventilation - 20th Floor	$7,691.74	1 Ea	$7,691.74	20y	2051-52

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fan, Inline, Supply/Exhaust - 1,000 CFM: TRX-2-1 - Trash Exhaust - 2nd Floor	$8,800.38	1 Ea	$8,800.38	20y	2051-52
Fan, Inline, Supply/Exhaust - 2,560 CFM: DX-20-1 - Dryer Exhaust - 20th Floor	$12,609.67	1 Ea	$12,609.67	20y	2051-52
Fan, Inline, Supply/Exhaust - 900 CFM: EF-37-1 - Mechanical Room Ventilation - 37th Floor	$8,800.38	1 Ea	$8,800.38	20y	2051-52
Fans, Roof Mounted, Upblast - 20 H.P.: PFSP-R-1 - Post Fire Smoke Purge - Resi - Stair Bulkhead	$26,305.25	1 Ea	$26,305.25	20y	N/A
Flashings and Sealants, Parapets/Roof Edges: 29th Floor - Private Loggia 1	$32.60	60 LF	$1,955.70	10y	2051-52
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 1	$32.60	85 LF	$2,770.58	10y	2051-52
Flashings and Sealants, Parapets/Roof Edges: 35th Floor - Maintenance Paver Roof 2	$32.60	105 LF	$3,422.48	10y	2051-52
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof	$32.60	100 LF	$3,259.50	10y	2051-52
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 35th Floor - Maintenance Paver Roof 2	$136.70	155 SF	$21,188.81	20y	2051-52
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 29th Floor - Private Loggia 1	$59.56	150 SF	$8,933.55	20y	2051-52
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 34th Floor - Private Terrace 1	$59.56	360 SF	$21,440.52	20y	2051-52
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Bulkhead Roof	$33.59	700 SF	$23,514.40	20y	N/A
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Generator Room	$2.13	900 SF	$1,915.20	10y	2051-52
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - Hot Water Heater Room,	$2.13	1,705 SF	$3,628.24	10y	2051-52
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Ats Room	$2.13	425 SF	$904.40	10y	2051-52

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling (BoH): Cellar Floor - Bike Room	$2.13	1,630 SF	$3,468.64	10y	2051-52
Paint Walls and/or Ceiling (BoH): Cellar Floor - Fire Pump Room	$2.13	2,200 SF	$4,681.60	10y	2051-52
Paint Walls and/or Ceiling: 21st Pool Floor - Media Room	$2.97	365 SF	$1,084.42	7y	2051-52
Paint Walls and/or Ceiling: 22nd Amenity Floor - Kids Room	$2.97	1,680 SF	$4,991.28	7y	2051-52
Pool, Furnishings: 21st Pool Floor - Indoor Pool	$25.03	1,130 SF	$28,279.38	10y	N/A
Railings, Roof - Resecure/Paint as Required: 21st Pool Floor - Common Loggia	$139.78	90 LF	$12,579.84	10y	2051-52
Railings, Roof - Resecure/Paint as Required: 33rd Floor - Private Loggia 1	$139.78	31 LF	$4,333.06	10y	2051-52
Unit Heater, Electric - 20 kW: EDH-20-2	$7,518.80	1 Ea	$7,518.80	20y	N/A
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-21-2	$9,802.05	1 Ea	$9,802.05	20y	2051-52
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-6	$9,802.05	1 Ea	$9,802.05	20y	2051-52
VRF Fan Coil, Ceil Concealed - 3-Ton: AC-21-3	$11,468.39	1 Ea	$11,468.39	20y	N/A
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-C-2	$12,196.25	1 Ea	$12,196.25	20y	2051-52
VRF Outdoor Water Cooled Heat Pump - 12-Ton: WCC-1	$74,368.33	1 Ea	$74,368.33	20y	N/A
Water Cooled-Energy Recovery Unit 2850 CFM - Single Zone - 15 ton: ERU-36-1	$79,413.26	1 Ea	$79,413.26	20y	N/A
2050-51 (Year 24) Total			**$565,088.40**		
2051-52 (Year 25)					
Branch Controller - 6 Branches: HR-C1	$15,299.23	1 Ea	$15,299.23	20y	N/A
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): 21st Pool Floor - Vestibule C	$51.03	85 SF	$4,337.46	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 3rd Floor - Corridor	$40.93	400 SF	$16,370.00	10y	N/A
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 8th Floor - Corridor	$40.93	205 SF	$8,389.62	10y	N/A
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 13th Floor - Corridor	$40.93	260 SF	$10,640.50	10y	N/A
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 22nd Amenity Floor - Corridor	$40.93	330 SF	$13,505.25	10y	N/A
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 27th Floor - Corridor	$40.93	195 SF	$7,980.38	10y	N/A
Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only): 32nd Floor - Corridor	$40.93	200 SF	$8,185.00	10y	N/A
Fan, Axial Flow, Direct Drive - 3/4 HP: OAF-20-2 - Ventilation Air - 20th Floor	$7,930.96	1 Ea	$7,930.96	20y	N/A
Fan, Inline, Supply/Exhaust - 1,000 CFM: TRX-2-1 - Trash Exhaust - 2nd Floor	$9,074.08	1 Ea	$9,074.08	20y	N/A
Fan, Inline, Supply/Exhaust - 2,560 CFM: DX-20-2 - Dryer Exhaust - 20th Floor	$13,001.83	1 Ea	$13,001.83	20y	N/A
Fan, Inline, Supply/Exhaust - 900 CFM: EF-37-2 - Boiler Room - 37th Floor	$9,074.08	1 Ea	$9,074.08	20y	N/A
FF&E, Lobby: 1st Floor - Lobby	$48.78	650 SF	$31,707.65	12y	N/A
Flashings and Sealants, Parapets/Roof Edges: 30th Floor - Private Loggia 1	$33.61	60 LF	$2,016.54	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 34th Floor - Private Terrace 2	$33.61	30 LF	$1,008.27	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 36th Mech Floor - Maintenance Paver Roof 1	$33.61	50 LF	$1,680.45	10y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (6" deep, small plantings): 36th Mech Floor - Maintenance Paver Roof 1	$140.95	125 SF	$17,619.12	20y	N/A
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 30th Floor - Private Loggia 1	$61.41	165 SF	$10,132.48	20y	N/A
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 34th Floor - Private Terrace 2	$61.41	115 SF	$7,062.04	20y	N/A
Paint Walls and/or Ceiling (BoH): 20th Mech Floor - AHU Room	$2.19	1,270 SF	$2,786.38	10y	N/A
Paint Walls and/or Ceiling (BoH): 21st Pool Floor - Pool Storage	$2.19	50 SF	$109.70	10y	N/A
Paint Walls and/or Ceiling (BoH): 37th Mechanical Floor - Electrical Room	$2.19	630 SF	$1,382.22	10y	N/A
Paint Walls and/or Ceiling (BoH): Cellar Floor - Elev. Machine Room	$2.19	500 SF	$1,097.00	10y	N/A
Paint Walls and/or Ceiling (BoH): Cellar Floor - Main Electrical Switchboard Room	$2.19	2,515 SF	$5,517.91	10y	N/A
Paint Walls and/or Ceiling: 21st Pool Floor - Lounge	$3.06	530 SF	$1,623.92	7y	2052-53
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule C	$3.06	385 SF	$1,179.64	7y	2052-53
Railings, Roof - Resecure/Paint as Required: 29th Floor - Private Loggia 1	$144.12	31 LF	$4,467.81	10y	N/A
Railings, Roof - Resecure/Paint as Required: 35th Floor - PH2 Penthouse Terrace	$144.12	160 LF	$23,059.68	10y	N/A
Reserve Study Update (Allowance)	$16,128.02	1 Ea	$16,128.02	3y	2054-55
Unit Heater, Cabinet, Electric: EBH-A	$8,484.23	20 Ea	$169,684.52	20y	N/A
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-1-3	$10,106.89	1 Ea	$10,106.89	20y	N/A
VRF Fan Coil, Ceil Concealed - 2-Ton: AC-C-7	$10,106.89	1 Ea	$10,106.89	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
VRF Fan Coil, Ceil Concealed - 4-Ton: AC-20-1	$12,575.55	1 Ea	$12,575.55	20y	N/A
Water Cooled-Energy Recovery Unit 3800 CFM - Single Zone - 18 ton: ERU-36-2	$93,361.86	1 Ea	$93,361.86	20y	N/A
2051-52 (Year 25) Total			**$548,202.93**		
2052-53 (Year 26)					
Boiler, Condensing, Stainless Steel - 4000 MBH: B-37-1	$235,347.52	1 Ea	$235,347.52	25y	2053-54
Elevator, Traction - Modernization: PE-1	$405,762.16	1 Ea	$405,762.16	N/A	2053-54
Elevator, Traction, Shaftway Doors: PE-1	$10,608.03	38 LS	$403,104.99	25y	2053-54
Exterior Caulking and Sealants	$9.49	23,725 LF	$225,150.25	10y	N/A
Exterior Door, Glass Entrance Doors (double panel): 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
Generator, Gas - 650 kW (Rebuild): Gen-1	$289,780.54	1 Ea	$289,780.54	25y	N/A
Heat Exchanger, Plate & Frame, Fluid to Fluid - 1500 GPM (Rebuild): HX-20-1	$192,066.77	1 Ea	$192,066.77	25y	2053-54
Metal Mesh Ceiling Tiles: 21st Pool Floor - Indoor Pool	$50.12	1,130 SF	$56,629.95	25y	N/A
Paint Walls and/or Ceiling: 21st Pool Floor - Vestibule D	$3.16	495 SF	$1,563.70	7y	2055-56
Paint Walls and/or Ceiling: 22nd Amenity Floor - Fitness	$3.16	3,060 SF	$9,666.54	7y	2055-56
Sewage Ejector Pump - Duplex: SE-1 Duplex Sewage Ejector Pumps - Cellar	$38,495.66	1 Ea	$38,495.66	25y	2053-54
Stone Tile Flooring, Thin Set: 1st Floor - Seating Area	$132.48	350 SF	$46,368.70	25y	2053-54
Stone Tile Flooring, Thin Set: 1st Floor - Vestibule A	$132.48	233 SF	$30,868.31	25y	2053-54
Stone Tile Flooring, Thin Set: 2nd Floor - Corridor	$132.48	340 SF	$45,043.88	25y	2053-54

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Stone Tile Flooring, Thin Set: 7th Floor - Corridor	$132.48	390 SF	$51,667.98	25y	2053-54
Stone Tile Flooring, Thin Set: 12th Floor - Corridor	$132.48	260 SF	$34,445.32	25y	2053-54
Stone Tile Flooring, Thin Set: 17th Floor - Corridor	$132.48	195 SF	$25,833.99	25y	2053-54
Stone Tile Flooring, Thin Set: 22nd Amenity Floor - Corridor	$132.48	330 SF	$43,719.06	25y	2053-54
Stone Tile Flooring, Thin Set: 27th Floor - Corridor	$132.48	195 SF	$25,833.99	25y	2053-54
Stone Tile Flooring, Thin Set: 32nd Floor - Corridor	$132.48	200 SF	$26,496.40	25y	2053-54
Windows - Recondition (per tenant unit): Part 1 - Windows - Recondition (per tenant unit)	$40,294.36	16 U	$644,709.68	25y	2053-54
2052-53 (Year 26) Total			**$3,234,809.82**		
2053-54 (Year 27)					
Boiler, Condensing, Stainless Steel - 4000 MBH: B-37-2	$242,666.83	1 Ea	$242,666.83	25y	2054-55
Elevator, Traction - Modernization: PE-2	$418,381.37	1 Ea	$418,381.37	N/A	N/A
Elevator, Traction, Shaftway Doors: PE-2	$10,937.94	38 LS	$415,641.57	25y	2054-55
Exterior Door, Glass Entrance Doors (single panel): 21st Pool Floor - Common Loggia	$9,618.20	1 Ea	$9,618.20	25y	2054-55
Heat Exchanger, Plate & Frame, Fluid to Fluid - 1500 GPM (Rebuild): HX-36-1	$198,040.04	1 Ea	$198,040.04	25y	N/A
Sewage Ejector Pump - Duplex: SE-2 Duplex Sewage Ejector Pumps - Cellar	$39,692.87	1 Ea	$39,692.87	25y	N/A
Stone Tile Flooring, Thin Set: 1st Floor - Corridor	$136.60	130 SF	$17,758.26	25y	2054-55
Stone Tile Flooring, Thin Set: 1st Floor - Mailbox	$136.60	75 SF	$10,245.15	25y	2054-55
Stone Tile Flooring, Thin Set: 3rd Floor - Corridor	$136.60	400 SF	$54,640.80	25y	2054-55

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Stone Tile Flooring, Thin Set: 8th Floor - Corridor	$136.60	205 SF	$28,003.41	25y	2054-55
Stone Tile Flooring, Thin Set: 13th Floor - Corridor	$136.60	260 SF	$35,516.52	25y	2054-55
Stone Tile Flooring, Thin Set: 18th Floor - Corridor	$136.60	195 SF	$26,637.39	25y	2054-55
Stone Tile Flooring, Thin Set: 23rd Floor - Corridor	$136.60	195 SF	$26,637.39	25y	2054-55
Stone Tile Flooring, Thin Set: 28th Floor - Corridor	$136.60	195 SF	$26,637.39	25y	2054-55
Stone Tile Flooring, Thin Set: 33rd Floor - Corridor	$136.60	195 SF	$26,637.39	25y	2054-55
Windows - Recondition (per tenant unit): Part 2 - Windows - Recondition (per tenant unit)	$41,547.51	16 U	$664,760.14	25y	2054-55
2053-54 (Year 27) Total			**$2,241,514.72**		
2054-55 (Year 28)					
Boiler, Condensing, Stainless Steel - 4000 MBH: B-37-3	$250,213.77	1 Ea	$250,213.77	25y	N/A
Cooling Tower, Stainless, Crossflow, Gear Drive - 600 ton: CT-R-1	$387,382.84	1 Ea	$387,382.84	25y	N/A
Cooling Tower, Stainless, Crossflow, Gear Drive - 600 ton: Mobilization Costs (Allowance for Cooling Tower Removal/ Installation)	$387,382.84	1.6 Ea	$619,812.55	25y	N/A
Elevator, Hydraulic, Main Ram & Pump Assembly - Rebuild: PE-3	$172,085.74	1 Ea	$172,085.74	25y	N/A
Elevator, Traction, Shaftway Doors: PE-3	$11,278.11	2 LS	$22,556.21	25y	N/A
Exterior Door, Glass Entrance Doors (single panel): 21st Pool Floor - Common Loggia	$9,917.33	1 Ea	$9,917.33	25y	N/A
Heat Exchanger, Plate & Frame, Fluid to Fluid - 20 GPM (Rebuild): HX-36-2	$25,732.71	1 Ea	$25,732.71	25y	N/A
Reserve Study Update (Allowance)	$17,680.04	1 Ea	$17,680.04	3y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Stone Tile Flooring, Thin Set: 1st Floor - Boh Corridor	$140.85	290 SF	$40,846.50	25y	2055-56
Stone Tile Flooring, Thin Set: 1st Floor - Vestibule A	$140.85	233 SF	$32,818.05	25y	2055-56
Stone Tile Flooring, Thin Set: 4th Floor - Corridor	$140.85	400 SF	$56,340.00	25y	2055-56
Stone Tile Flooring, Thin Set: 9th Floor - Corridor	$140.85	260 SF	$36,621.00	25y	2055-56
Stone Tile Flooring, Thin Set: 14th Floor - Corridor	$140.85	260 SF	$36,621.00	25y	2055-56
Stone Tile Flooring, Thin Set: 19th Floor - Corridor	$140.85	195 SF	$27,465.75	25y	2055-56
Stone Tile Flooring, Thin Set: 24th Floor - Corridor	$140.85	195 SF	$27,465.75	25y	2055-56
Stone Tile Flooring, Thin Set: 29th Floor - Corridor	$140.85	190 SF	$26,761.50	25y	2055-56
Stone Tile Flooring, Thin Set: 34th Floor - Corridor	$140.85	230 SF	$32,395.50	25y	2055-56
Storm Ejector Pump - Duplex: SP-1 Duplex Storm Ejector Pumps - Cellar	$40,927.32	1 Ea	$40,927.32	25y	2055-56
Windows - Recondition (per tenant unit): Part 3 - Windows - Recondition (per tenant unit)	$42,839.64	20 U	$856,792.74	25y	2055-56
2054-55 (Year 28) Total			**$2,720,436.30**		
2055-56 (Year 29)					
Paint Walls and/or Ceiling: 1st Floor - Package Room	$3.46	270 SF	$935.01	7y	2056-57
Paint Walls and/or Ceiling: 22nd Amenity Floor - Yoga Studio	$3.46	940 SF	$3,255.22	7y	2056-57
Stone Tile Flooring, Thin Set: 1st Floor - Corridor	$145.23	130 SF	$18,880.03	25y	2056-57
Stone Tile Flooring, Thin Set: 1st Floor - Vestibule B	$145.23	75 SF	$10,892.32	25y	2056-57

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Stone Tile Flooring, Thin Set: 5th Floor - Corridor	$145.23	400 SF	$58,092.40	25y	2056-57
Stone Tile Flooring, Thin Set: 10th Floor - Corridor	$145.23	260 SF	$37,760.06	25y	2056-57
Stone Tile Flooring, Thin Set: 15th Floor - Corridor	$145.23	195 SF	$28,320.04	25y	2056-57
Stone Tile Flooring, Thin Set: 20th Mech Floor - Corridor	$145.23	165 SF	$23,963.12	25y	2056-57
Stone Tile Flooring, Thin Set: 25th Floor - Corridor	$145.23	195 SF	$28,320.04	25y	2056-57
Stone Tile Flooring, Thin Set: 30th Floor - Corridor	$145.23	200 SF	$29,046.20	25y	2056-57
Stone Tile Flooring, Thin Set: 35th Floor - Corridor	$145.23	155 SF	$22,510.80	25y	2056-57
Storm Ejector Pump - Duplex: STP-1 Duplex Storm Pumps - Cellar	$42,200.16	1 Ea	$42,200.16	25y	N/A
Windows - Recondition (per tenant unit): Part 4 - Windows - Recondition (per tenant unit)	$44,171.95	21 U	$927,610.93	25y	N/A
2055-56 (Year 29) Total			**$1,231,786.33**		
2056-57 (Year 30)					
Paint Walls and/or Ceiling: 21st Pool Floor - Indoor Pool Deck	$3.57	4,200 SF	$14,998.20	7y	N/A
Paint Walls and/or Ceiling: 22nd Amenity Floor - Treatment Room	$3.57	425 SF	$1,517.68	7y	N/A
Stone Tile Flooring, Thin Set: 1st Floor - Boh Vestibule	$149.75	75 SF	$11,231.10	25y	N/A
Stone Tile Flooring, Thin Set: 1st Floor - Lobby	$149.75	650 SF	$97,336.20	25y	N/A
Stone Tile Flooring, Thin Set: 6th Floor - Corridor	$149.75	390 SF	$58,401.72	25y	N/A
Stone Tile Flooring, Thin Set: 11th Floor - Corridor	$149.75	260 SF	$38,934.48	25y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Stone Tile Flooring, Thin Set: 16th Floor - Corridor	$149.75	195 SF	$29,200.86	25y	N/A
Stone Tile Flooring, Thin Set: 21st Pool Floor - Corridor	$149.75	515 SF	$77,120.22	25y	N/A
Stone Tile Flooring, Thin Set: 26th Floor - Corridor	$149.75	195 SF	$29,200.86	25y	N/A
Stone Tile Flooring, Thin Set: 31st Floor - Corridor	$149.75	190 SF	$28,452.12	25y	N/A
2056-57 (Year 30) Total			**$386,393.44**		

Component Detail

Acoustical Ceiling Tiles

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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$8.35
Total Quantity:	1,580 SF
Total Current Cost:	$14,463.32
Inflation Rate:	3.11%
Total Expenditures:	$26,938.20

Air-Source 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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$15,214.00
Total Quantity:	1 Ea
Total Current Cost:	$15,687.16
Inflation Rate:	3.11%
Total Expenditures:	$28,944.09

Boiler, Condensing, Stainless Steel - 4000 MBH

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:	25y
Next Activity Date:	06/01/2052

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$102,941.00
Total Quantity:	3 Ea
Total Current Cost:	$328,330.50
Inflation Rate:	3.11%
Total Expenditures:	$728,228.12

Branch Controller - 6 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
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$6,900.00
Total Quantity:	6 Ea
Total Current Cost:	$44,015.10
Inflation Rate:	3.11%
Total Expenditures:	$85,974.90

Building Maintenance Unit

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Façade
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y
Next Activity Date:	06/01/2042

Financial Data

Unit Cost Date:	01/01/2025
Cost Per LS:	$65,000.00
Total Quantity:	1 LS
Total Current Cost:	$69,105.87
Inflation Rate:	3.11%
Total Expenditures:	$109,402.37

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:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$22.32
Total Quantity:	2,375 SF
Total Current Cost:	$58,111.50
Inflation Rate:	3.11%
Total Expenditures:	$112,260.91

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:	19y
Next Activity Date:	06/01/2046

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$5,000.00
Total Quantity:	7 Ea
Total Current Cost:	$38,368.12
Inflation Rate:	3.11%
Total Expenditures:	$63,794.79

Cooling Tower, Stainless, Crossflow, Gear Drive - 600 ton

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:	27y
Next Activity Date:	06/01/2054

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$154,567.00
Total Quantity:	2.6 Ea
Total Current Cost:	$440,547.25
Inflation Rate:	3.11%
Total Expenditures:	$1,007,195.39

Corridor Renovations (allowance per SF of flooring - (WC walls - PT ceilings only)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	Finishes
Condition:	Good

Comments/Notes

Pricing based on Wall covering walls ($4.24)and painted ceilings only (@ $1.34/SF).

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y
Next Activity Date:	06/01/2039

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$17.90
Total Quantity:	9,040 SF
Total Current Cost:	$177,391.85
Inflation Rate:	3.11%
Total Expenditures:	$603,793.53

Direct Outside Air System, Water Cooled - 20 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
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$41,994.00
Total Quantity:	2 Ea
Total Current Cost:	$86,600.02
Inflation Rate:	3.11%
Total Expenditures:	$167,315.38

DW Packaged Booster Pumps, Triplex - 1,000 GPM, 15 HP, 6"

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
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$13,155.45
Total Quantity:	2 Ea
Total Current Cost:	$27,129.16
Inflation Rate:	3.11%
Total Expenditures:	$50,833.91

Elevator, Hydraulic, Main Ram & Pump Assembly - Rebuild

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Amenities
Category:	Elevator
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	27y
Next Activity Date:	06/01/2054

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$73,000.00
Total Quantity:	1 Ea
Total Current Cost:	$75,270.30
Inflation Rate:	3.11%
Total Expenditures:	$172,085.74

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:	06/01/2052

Financial Data

Unit Cost 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per LS:	$4,983.00
Total Quantity:	3 LS
Total Current Cost:	$16,387.56
Inflation Rate:	3.11%
Total Expenditures:	$31,186.51

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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per LS:	$13,261.00
Total Quantity:	3 LS
Total Current Cost:	$43,611.39
Inflation Rate:	3.11%
Total Expenditures:	$82,995.05

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
Next Activity Date:	06/01/2072

Financial Data

Unit Cost Date:	01/01/2024
Cost Per LS:	$24,507.00
Total Quantity:	3 LS
Total Current Cost:	$80,596.05
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:	56y
Next Activity Date:	06/01/2083

Financial Data

Unit Cost Date:	01/01/2024
Cost Per LS:	$250,000.00
Total Quantity:	2 LS
Total Current Cost:	$548,115.86
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:	27y
Next Activity Date:	06/01/2054

Financial Data

Unit Cost Date:	01/01/2024
Cost Per LS:	$4,500.00
Total Quantity:	78 LS
Total Current Cost:	$384,777.35
Inflation Rate:	3.11%
Total Expenditures:	$841,302.77

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:	15y
Next Activity Date:	06/01/2042

Financial Data

Unit Cost Date:	01/01/2026
Cost Per LF:	$4.28
Total Quantity:	23,725 LF
Total Current Cost:	$104,698.42
Inflation Rate:	3.11%
Total Expenditures:	$390,893.10

Exterior Door, Garage Door, 20x14 w/ Automatic Opener, Commercial Grade

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$13,572.00
Total Quantity:	1 Ea
Total Current Cost:	$13,994.09
Inflation Rate:	3.11%
Total Expenditures:	$28,304.97

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:	25y
Next Activity Date:	06/01/2052

Financial Data

Unit Cost 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:	27y
Next Activity Date:	06/01/2054

Financial Data

Unit Cost 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:	15y
Next Activity Date:	06/01/2042

Financial Data

Unit Cost 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

Fan, Axial Flow, Direct Drive - 2 HP

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
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$5,173.00
Total Quantity:	2 Ea
Total Current Cost:	$11,341.62
Inflation Rate:	3.11%
Total Expenditures:	$21,251.61

Fan, Axial Flow, Direct Drive - 2 HP

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
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$5,173.00
Total Quantity:	1 Ea
Total Current Cost:	$5,670.81
Inflation Rate:	3.11%
Total Expenditures:	$11,124.03

Fan, Axial Flow, Direct Drive - 3/4 HP

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:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$3,469.00
Total Quantity:	3 Ea
Total Current Cost:	$11,408.49
Inflation Rate:	3.11%
Total Expenditures:	$22,639.23

Fan, Inline, Supply/Exhaust - 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:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$3,969.00
Total Quantity:	5 Ea
Total Current Cost:	$21,754.70
Inflation Rate:	3.11%
Total Expenditures:	$42,714.78

Fan, Inline, Supply/Exhaust - 1,520 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$3,772.00
Total Quantity:	2 Ea
Total Current Cost:	$8,269.98
Inflation Rate:	3.11%
Total Expenditures:	$15,977.98

Fan, Inline, Supply/Exhaust - 2,560 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:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$5,687.00
Total Quantity:	3 Ea
Total Current Cost:	$18,702.81
Inflation Rate:	3.11%
Total Expenditures:	$37,114.24

Fan, Inline, Supply/Exhaust - 3,480 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$6,855.00
Total Quantity:	1 Ea
Total Current Cost:	$7,514.67
Inflation Rate:	3.11%
Total Expenditures:	$14,296.39

Fan, Inline, Supply/Exhaust - 900 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:	24y
Next Activity Date:	06/01/2051

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$3,969.00
Total Quantity:	3 Ea
Total Current Cost:	$13,052.82
Inflation Rate:	3.11%
Total Expenditures:	$26,409.41

Fans, Roof Mounted (Kitchen Only), Centrifugal, Belt Drive - 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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$8,354.00
Total Quantity:	2 Ea
Total Current Cost:	$18,315.84
Inflation Rate:	3.11%
Total Expenditures:	$34,319.74

Fans, Roof Mounted, Upblast - 20 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:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$11,863.75
Total Quantity:	2 Ea
Total Current Cost:	$26,010.84
Inflation Rate:	3.11%
Total Expenditures:	$51,817.08

FF&E, Children's 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:	12y
Next Activity Date:	06/01/2039

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$41.00
Total Quantity:	480 SF
Total Current Cost:	$20,923.20
Inflation Rate:	3.11%
Total Expenditures:	$71,259.36

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:	15y
Next Activity Date:	06/01/2042

Financial Data

Unit Cost Date:	01/01/2026
Cost Per PC:	$5,000.00
Total Quantity:	6 PC
Total Current Cost:	$30,933.00
Inflation Rate:	3.11%
Total Expenditures:	$48,970.42

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:	16y
Next Activity Date:	06/01/2043

Financial Data

Unit Cost Date:	01/01/2026
Cost Per PC:	$2,500.00
Total Quantity:	6 PC
Total Current Cost:	$15,466.50
Inflation Rate:	3.11%
Total Expenditures:	$25,246.70

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:	12y
Next Activity Date:	06/01/2039

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$22.00
Total Quantity:	650 SF
Total Current Cost:	$15,203.50
Inflation Rate:	3.11%
Total Expenditures:	$53,663.35

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
Next Activity Date:	06/01/2043

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$47.00
Total Quantity:	530 SF
Total Current Cost:	$26,483.57
Inflation Rate:	3.11%
Total Expenditures:	$43,230.51

FF&E, Media 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
Next Activity Date:	06/01/2042

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$47.00
Total Quantity:	365 SF
Total Current Cost:	$18,238.68
Inflation Rate:	3.11%
Total Expenditures:	$28,874.06

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:	10y
Next Activity Date:	06/01/2037

Financial Data

Unit Cost 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:	$33,030.46

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:	16y
Next Activity Date:	06/01/2043

Financial Data

Unit Cost 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:	$16,831.13

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:	17y
Next Activity Date:	06/01/2044

Financial Data

Unit Cost Date:	01/01/2026
Cost Per U:	$453.00
Total Quantity:	73 U
Total Current Cost:	$34,097.42
Inflation Rate:	3.11%
Total Expenditures:	$57,389.83

Fire Pump/Jockey Pump, Electric - 1,500 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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$67,099.00
Total Quantity:	1 Ea
Total Current Cost:	$73,556.05
Inflation Rate:	3.11%
Total Expenditures:	$135,716.97

Fire Pump/Jockey Pump, Electric - 750 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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$45,288.00
Total Quantity:	1 Ea
Total Current Cost:	$49,646.14
Inflation Rate:	3.11%
Total Expenditures:	$91,601.22

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:	10y
Next Activity Date:	06/01/2037

Financial Data

Unit Cost Date:	01/01/2024
Cost Per LF:	$14.70
Total Quantity:	2,085 LF
Total Current Cost:	$33,599.78
Inflation Rate:	3.11%
Total Expenditures:	$112,920.82

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:	19y
Next Activity Date:	06/01/2046

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$1.25
Total Quantity:	21,065 SF
Total Current Cost:	$28,859.05
Inflation Rate:	3.11%
Total Expenditures:	$48,453.53

Gas Booster Pump

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:	19y
Next Activity Date:	06/01/2046

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$3,125.00
Total Quantity:	1 Ea
Total Current Cost:	$3,322.40
Inflation Rate:	3.11%
Total Expenditures:	$5,945.20

Generator, Gas - 650 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:	25y
Next Activity Date:	06/01/2052

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$126,750.00
Total Quantity:	1 Ea
Total Current Cost:	$134,756.44
Inflation Rate:	3.11%
Total Expenditures:	$289,780.54

Heat Exchanger, Plate & Frame, Fluid to Fluid - 20 GPM (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:	27y
Next Activity Date:	06/01/2054

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$10,586.75
Total Quantity:	1 Ea
Total Current Cost:	$11,255.48
Inflation Rate:	3.11%
Total Expenditures:	$25,732.71

Heat Exchanger, Plate & Frame, Fluid to Fluid - 1500 GPM (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:	25y
Next Activity Date:	06/01/2052

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$84,010.00
Total Quantity:	2 Ea
Total Current Cost:	$178,633.36
Inflation Rate:	3.11%
Total Expenditures:	$390,106.81

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:	18y
Next Activity Date:	06/01/2045

Financial Data

Unit Cost 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:	$14,574.92

Inverted Roof Membrane Assembly (IRMA) W/ Green Trays (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:	22y
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$63.57
Total Quantity:	2,995 SF
Total Current Cost:	$202,420.07
Inflation Rate:	3.11%
Total Expenditures:	$380,235.68

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
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$26.86
Total Quantity:	5,800 SF
Total Current Cost:	$170,780.99
Inflation Rate:	3.11%
Total Expenditures:	$328,712.25

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:	22y
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$110.00
Total Quantity:	73 Ea
Total Current Cost:	$8,279.73
Inflation Rate:	3.11%
Total Expenditures:	$16,241.77

Management Office (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
Next Activity Date:	06/01/2042

Financial Data

Unit Cost 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:	$16,323.47

Metal Mesh Ceiling Tiles

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	25y
Next Activity Date:	06/01/2052

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$21.92
Total Quantity:	1,130 SF
Total Current Cost:	$26,334.65
Inflation Rate:	3.11%
Total Expenditures:	$56,629.95

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:	22y
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$15.15
Total Quantity:	2,350 SF
Total Current Cost:	$39,028.80
Inflation Rate:	3.11%
Total Expenditures:	$77,269.75

Packaged Rooftop Unit, Single Zone - 15 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
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$25,055.00
Total Quantity:	1 Ea
Total Current Cost:	$25,834.21
Inflation Rate:	3.11%
Total Expenditures:	$47,666.24

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:	9y
Next Activity Date:	06/01/2036

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$1.34
Total Quantity:	12,350 SF
Total Current Cost:	$18,142.14
Inflation Rate:	3.11%
Total Expenditures:	$111,219.07

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
Next Activity Date:	06/01/2038

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$0.96
Total Quantity:	36,370 SF
Total Current Cost:	$38,261.24
Inflation Rate:	3.11%
Total Expenditures:	$129,210.59

Pool, Filtration and Circulation Equipment

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Pool
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y
Next Activity Date:	06/01/2039

Financial Data

Unit Cost Date:	01/01/2026
Cost Per LS:	$15,000.00
Total Quantity:	1 LS
Total Current Cost:	$15,466.50
Inflation Rate:	3.11%
Total Expenditures:	$52,675.36

Pool, Furnishings

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Pool
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	13y
Next Activity Date:	06/01/2040

Financial Data

Unit Cost Date:	01/01/2026
Cost Per SF:	$12.00
Total Quantity:	1,130 SF
Total Current Cost:	$13,981.49
Inflation Rate:	3.11%
Total Expenditures:	$49,098.50

Pool, Gunite Bot/Side - Re-Finish

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Pool
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	16y
Next Activity Date:	06/01/2043

Financial Data

Unit Cost Date:	01/01/2025
Cost Per SF:	$85.00
Total Quantity:	1 SF
Total Current Cost:	$90.37
Inflation Rate:	3.11%
Total Expenditures:	$147.51

Pump, End Suction - 1,000 GPM, 40 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$23,078.00
Total Quantity:	3 Ea
Total Current Cost:	$75,896.52
Inflation Rate:	3.11%
Total Expenditures:	$144,435.54

Pump, End Suction - 250 GPM, 15 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$15,175.00
Total Quantity:	3 Ea
Total Current Cost:	$49,905.96
Inflation Rate:	3.11%
Total Expenditures:	$94,973.98

Pump, End Suction - 750 GPM, 25 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$22,265.00
Total Quantity:	3 Ea
Total Current Cost:	$73,222.80
Inflation Rate:	3.11%
Total Expenditures:	$139,347.32

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:	12y
Next Activity Date:	06/01/2039

Financial Data

Unit Cost Date:	01/01/2025
Cost Per LF:	$65.00
Total Quantity:	720 LF
Total Current Cost:	$49,756.34
Inflation Rate:	3.11%
Total Expenditures:	$171,616.00

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:	3y
Next Activity Date:	06/01/2030

Financial Data

Unit Cost 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:	$113,309.72

Resilent Sheet Floor

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:	17y
Next Activity Date:	06/01/2044

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$12.12
Total Quantity:	1,800 SF
Total Current Cost:	$23,914.80
Inflation Rate:	3.11%
Total Expenditures:	$39,334.60

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:	16y
Next Activity Date:	06/01/2043

Financial Data

Unit Cost 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:	$58,067.41

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:	15y
Next Activity Date:	06/01/2042

Financial Data

Unit Cost Date:	01/01/2026
Cost Per :	$515.00
Total Quantity:	25
Total Current Cost:	$13,275.40
Inflation Rate:	3.11%
Total Expenditures:	$21,016.45

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:	16y
Next Activity Date:	06/01/2043

Financial Data

Unit Cost 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:	$7,910.63

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
Next Activity Date:	06/01/2053

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$16,838.00
Total Quantity:	2 Ea
Total Current Cost:	$35,803.22
Inflation Rate:	3.11%
Total Expenditures:	$78,188.53

Stone Tile Flooring, Thin Set

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	29y
Next Activity Date:	06/01/2056

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$56.20
Total Quantity:	10,841 SF
Total Current Cost:	$667,892.32
Inflation Rate:	3.11%
Total Expenditures:	$1,527,988.95

Storm 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:	28y
Next Activity Date:	06/01/2055

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$16,838.00
Total Quantity:	2 Ea
Total Current Cost:	$35,803.22
Inflation Rate:	3.11%
Total Expenditures:	$83,127.48

Sump Pump - Elevator

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
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$3,292.00
Total Quantity:	2 Ea
Total Current Cost:	$6,999.90
Inflation Rate:	3.11%
Total Expenditures:	$13,116.21

Super's Office/Workshop (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:	16y
Next Activity Date:	06/01/2043

Financial Data

Unit Cost 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

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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost 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

Unit Heater, Cabinet, Electric

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
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$3,711.00
Total Quantity:	45 Ea
Total Current Cost:	$183,065.22
Inflation Rate:	3.11%
Total Expenditures:	$360,836.30

Unit Heater, Electric - 20 kW

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
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$3,391.00
Total Quantity:	3 Ea
Total Current Cost:	$11,151.96
Inflation Rate:	3.11%
Total Expenditures:	$21,882.88

Unit Heater, Electric - 40 kW

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
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$6,525.00
Total Quantity:	1 Ea
Total Current Cost:	$7,152.91
Inflation Rate:	3.11%
Total Expenditures:	$13,197.71

Vinyl Tile Flooring (BoH)

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:	17y
Next Activity Date:	06/01/2044

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$6.09
Total Quantity:	2,005 SF
Total Current Cost:	$13,385.38
Inflation Rate:	3.11%
Total Expenditures:	$21,922.16

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:	22y
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$4,050.00
Total Quantity:	1 Ea
Total Current Cost:	$4,175.96
Inflation Rate:	3.11%
Total Expenditures:	$8,191.68

VRF Fan Coil, Ceil Concealed - 2-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:	24y
Next Activity Date:	06/01/2051

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$4,700.00
Total Quantity:	13 Ea
Total Current Cost:	$63,000.21
Inflation Rate:	3.11%
Total Expenditures:	$122,820.83

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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost 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:	$43,839.53

VRF Fan Coil, Ceil Concealed - 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:	21y
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$5,848.00
Total Quantity:	5 Ea
Total Current Cost:	$30,149.35
Inflation Rate:	3.11%
Total Expenditures:	$59,197.42

VRF Outdoor Water Cooled 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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost 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:	$49,414.61

VRF Outdoor Water Cooled Heat Pump - 12-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
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$35,659.00
Total Quantity:	3 Ea
Total Current Cost:	$110,304.00
Inflation Rate:	3.11%
Total Expenditures:	$216,443.37

VRF Outdoor Water Cooled Heat Pump - 12-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
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$35,659.00
Total Quantity:	1 Ea
Total Current Cost:	$36,768.00
Inflation Rate:	3.11%
Total Expenditures:	$67,839.98

Water Cooled-Energy Recovery Unit 2700 CFM - Single Zone - 18 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
Next Activity Date:	06/01/2048

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$43,416.00
Total Quantity:	1 Ea
Total Current Cost:	$44,766.24
Inflation Rate:	3.11%
Total Expenditures:	$85,166.17

Water Cooled-Energy Recovery Unit 2850 CFM - Single Zone - 15 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:	23y
Next Activity Date:	06/01/2050

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$38,078.00
Total Quantity:	1 Ea
Total Current Cost:	$39,262.23
Inflation Rate:	3.11%
Total Expenditures:	$79,413.26

Water Cooled-Energy Recovery Unit 3200 CFM - Single Zone - 20 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
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$55,017.00
Total Quantity:	1 Ea
Total Current Cost:	$56,728.03
Inflation Rate:	3.11%
Total Expenditures:	$104,667.88

Water Cooled-Energy Recovery Unit 3800 CFM - Single Zone - 18 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:	24y
Next Activity Date:	06/01/2051

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$43,416.00
Total Quantity:	1 Ea
Total Current Cost:	$44,766.24
Inflation Rate:	3.11%
Total Expenditures:	$93,361.86

Water Cooled-Energy Recovery Unit 8600 CFM - Single Zone - 40 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
Next Activity Date:	06/01/2049

Financial Data

Unit Cost Date:	01/01/2026
Cost Per Ea:	$122,493.00
Total Quantity:	1 Ea
Total Current Cost:	$126,302.53
Inflation Rate:	3.11%
Total Expenditures:	$247,758.96

Water Heater, Electric - 16 Gal, 6 kW, 25 GPH, 208 Volt

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:	35y
Next Activity Date:	06/01/2062

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$5,508.00
Total Quantity:	3 Ea
Total Current Cost:	$18,114.12
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Water Heater, Electric - 120 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:	39y
Next Activity Date:	06/01/2066

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$14,074.00
Total Quantity:	1 Ea
Total Current Cost:	$15,428.36
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Water Heater, Electric - Tankless

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:	38y
Next Activity Date:	06/01/2065

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$11,006.00
Total Quantity:	7 Ea
Total Current Cost:	$84,455.88
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Water Heater, Indirect/Instantaneous, One Pump (Central) - 28 GPM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	35y
Remaining Useful Life:	36y
Next Activity Date:	06/01/2063

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$33,887.00
Total Quantity:	2 Ea
Total Current Cost:	$72,055.10
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Water Heater, Indirect/Instantaneous, One Pump (Central) - 35 GPM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	35y
Remaining Useful Life:	38y
Next Activity Date:	06/01/2065

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$38,223.00
Total Quantity:	4 Ea
Total Current Cost:	$162,549.76
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Water Heater, Indirect/Instantaneous, One Pump (Central) - 55 GPM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	35y
Remaining Useful Life:	35y
Next Activity Date:	06/01/2062

Financial Data

Unit Cost Date:	01/01/2025
Cost Per Ea:	$42,699.00
Total Quantity:	2 Ea
Total Current Cost:	$90,792.36
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Water Storage Tank, Steel - 20,500 Gal

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	30y
Remaining Useful Life:	32y
Next Activity Date:	06/01/2059

Financial Data

Unit Cost Date:	01/01/2024
Cost Per Ea:	$50,000.00
Total Quantity:	2 Ea
Total Current Cost:	$109,623.18
Inflation Rate:	3.11%
Total Expenditures:	$0.00

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:	25y
Next Activity Date:	06/01/2052

Financial Data

Unit Cost Date:	01/01/2025
Cost Per U:	$17,624.75
Total Quantity:	73 U
Total Current Cost:	$1,367,878.10
Inflation Rate:	3.11%
Total Expenditures:	$3,093,873.49

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:	20y
Next Activity Date:	06/01/2047

Financial Data

Unit Cost Date:	01/01/2024
Cost Per SF:	$6.85
Total Quantity:	530 SF
Total Current Cost:	$3,979.77
Inflation Rate:	3.11%
Total Expenditures:	$7,343.15

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 for Condominium Ownership of Premises located at 175 East 82nd Street, New York County, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: 175 EAST 82ND STREET CONDOMINIUM

175 EAST 82ND STREET
NEW YORK, NEW YORK 10028

SPONSOR/DECLARANT:

EAST 82 OWNER LLC
C/O DOUGLASTON DEVELOPMENT
7 PENN PLAZA, SUITE 600
NEW YORK, NY 10036

DATE OF DECLARATION: _____.

The land affected by the within instrument lies in Block 1511 Formerly Lot 31 and Now Known As Lots ____ to ____ on the Tax Map of the Borough of Manhattan, New York County, City and State of New York.

Record and Return:

DL PARTNERS
Attorneys for Sponsor
9 East 40th Street, 5th Floor
New York, New York 10016
Attn: Jonharold Cicero, Esq.
(212) 564-9800

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as 175 East 82nd Street Condominium, located at 175 East 82nd Street, Borough of New York, New York County, City and State of New York, Pursuant to Article 9-B of Real Property Law of the State of New York.

EAST 82 OWNER LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, with an office situated at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, NY 10036, hereinafter referred to as "the Sponsor" and/or "Declarant" does hereby declare:

1. **Submission of Property**: Sponsor hereby submits the land hereinafter described, together with the building and improvements thereon erected (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. **Area and Location of Land**. The land ("Land") has an area of approximately 10,936 square feet and consists of all that certain tracts, plots, pieces and parcels of land situate, lying and being in New York County, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute.

3. **Name of Condominium**. The Condominium shall be known as 175 East 82nd Street Condominium.

4. **Description of the Building**. The Sponsor is constructing a new thirty-eight (38) story, plus a cellar level and a roof/bulkhead level building. The new building will be located at the northerly side of East 82nd Street and the westerly side of 3rd Avenue. Hereinafter the newly constructed thirty-eight (38) story building shall be referred to as the "Building." The Building is not in a landmarked district.

   The newly constructed Building shall be comprised of seventy-three (73) residential units including the superintendent's apartment (the "Residential Units") and one (1) commercial unit (the "Commercial Unit"), plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units and/or Commercial Unit are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements"), for the use of all the Residential Unit Owners ("Residential Common Elements"), or for the exclusive use of one (1) or more Residential Unit Owners ("Residential Limited Common Elements"). Of the seventy-three (73) Residential Units, five (5) will be one-bedroom, nineteen (19) will be two-bedroom, twenty-five (25) will be three-bedroom, twenty (20) will be four-bedroom, two (2) will be five-bedroom duplexes, one (1) will be a five-bedroom duplex, and one (1) will be a six-bedroom. The superintendent's apartment (the "Superintendent's Unit") will be located on the second floor (Marketing Floor 3) of the Building and shall be sold to the Board of Managers of the Condominium on behalf of all of the Unit Owners.

The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee or the Commercial Unit Owner, to accommodate more than one (1) rental tenant.

The cellar level of the Building will contain Common Elements including a superintendent's room and break/locker room, janitors closet, storage room, bicycle storage room, residential storage room, which will contain a total of fifteen (15) individual storage spaces ("Storage Spaces"), which will be licensed to individual Unit Owners, and utility and mechanical areas including but not limited to a compactor room, fire pump room, gas meter room, sewer room, electric room, storm tank room, ATS room, MDF room and Commercial Unit storage room; plus the elevator shafts, pits, and machine room, and common corridors and stairs. There are three (3) residential fire egress stairs from the cellar. One (1) fire stair will run from the cellar level to the first floor and exit next to the Porte-Cochere onto East 82nd Street, and two (2) egress stair will run from the cellar level to the roof with discharge into the lobby corridor that exits onto East 82nd Street. The first floor of the Building will contain the Commercial Unit, and Common Elements including the Building's entry vestibule, residential lobby, seating area, package room, mail room, common corridors, three (3) elevators, one (1) fire stair goes from the cellar to the first floor exiting onto East 82nd Street, two (2) egress stairs will run from the cellar to the main roof. Finally, the ground floor of the Building will contain a parking vestibule, Porte-Cochere, parking garage (the "Garage") which includes a parking bay and vehicle storage which is anticipated to contain approximately eight (8) residential parking spaces (the "Parking Spaces"), which will be Residential Limited Common Elements appurtenant to certain Residential Units.

In addition to Residential Units, the second floor (marketing floor 3) of the Building will contain Common Elements including a refuse room, mechanical room, the residential elevator shafts, and common corridors and stairs. In addition Residential Units, each of the third through nineteenth floors (marketing floors 4 through 21) of the Building will contain Common Elements including a refuse room, the residential elevator shafts, and common corridors and stairs. The twentieth floor (marketing floor M1) will contain Common Elements including a pool equipment room, hot water meter room, AHU room, ATS room, electric room, generator room, refuse room, the residential elevator shafts, and common corridors and stairs. The twenty-first floor (marketing floor 24) will contain Common Elements including a pool, pool storage room, sauna, three (3) bathrooms, outdoor recreational loggia, lounge, media room, refuse room, the residential elevator shafts, and common corridors and stairs. The twenty-second floor (marketing floor 25) will contain Common Elements including a kids room, treatment room, fitness room, yoga studio, two (2) bathrooms, refuse room, the residential elevator shafts, and common corridors and stairs. In addition Residential Units, each of the twenty-third through thirty-fifth floors (marketing floors 26 through 38) of the Building will contain Common Elements including a refuse room, the residential elevator shafts, and

common corridors and stairs. The thirty-six floor (marketing floor M2) of the Building will contain Common Elements including a mechanical room, the residential elevator shafts, and common corridors and stairs. The thirty-seventh floor (marketing floor M3) of the Building will contain Common Elements including a fire pump room, ATS room, electric room, boiler and hot water heater room, the residential elevator shafts, and common corridors and stairs. The 38th floor (marketing floor M4) of the Building will contain Common Elements including a bulkhead housing a mechanical area, cooling towers, the residential elevator shafts, and common corridors and stairs. The main roof level (marketing floor R1) over the Building's bulkhead will be mechanical in nature.

Some of the Residential Units will also have at least one (1) private terrace or loggia either directly accessed from and adjacent to such Unit, which shall be a Limited Common Element for the exclusive use of its respective Unit Owner. The residential storage room located at the cellar level, contains a total of fifteen (15) individual Storage Spaces, which will be licensed to individual Unit Owners.

There will be two (2) passenger elevators at the central core of the Building, both of which will run from the cellar level to the thirty-sixth (36th) floor (Marketing Floor M2). Additionally, there will be one service elevator that services the cellar and ground floor. There will be one (1) fire stair that will run from the cellar level to the first (1st) floor and exit onto East 82nd Street and two (2) egress stairs that will run from the cellar level to the main roof level of the Building. The elevators, elevator shafts and pits, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the residential storage room and bicycle storage room located at the cellar level, the seating area located on the first floor, the pool, sauna, lounge, media room, three (3) restrooms, and outdoor recreational loggia on the twenty-first (21st) floor (marketing floor 24), and the yoga studio, kids room, treatment room, and fitness room, and two (2) restrooms on the twenty-second (22nd) floor (marketing floor 25), there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, the Building does not have balconies, terraces or loggias other than the private balconies, terraces or loggias and the outdoor recreational loggia area on the twenty-first (21st) floor (marketing floor 24), as described above.

The Residential Units will be provided with individual hook-ups for one (1) washer and one (1) dryer. The washer and dryer units are being supplied by the Sponsor as part of the Offering Plan.

As set forth above, the Units being offered for sale include the Superintendent's Unit located on the second floor (Marketing Floor 3) of the Building and designated

as Unit 3C, which is to be sold at or subsequent to the First Unit Closing, but no later than the earlier to occur of: (i) the closing of title to all Residential Units; or (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Superintendent's Unit, to the Board of Managers of the Condominium on behalf of all of the Unit Owners. The Condominium will use the Unit(s) as the superintendent's residence. The Purchase Price for the Superintendent's Unit will be $4,200,000.00 plus all closing costs related thereto. In respect of such Superintendent's Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of the cost of the Superintendent's Unit determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, "Allocated Share of Purchase Price for the Superintendent's Unit", located hereinafter. See "Notes to Schedule A-1" also located hereinafter for more information. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser. There is also no guaranty that the superintendent will be residing in the Building at the time of closing of any particular Residential Unit although all applicable legal requirements with respect thereto will be complied with by the Condominium and/or Sponsor.

One (1) of the eight (8) Parking Spaces will be a Residential Limited Common Element appurtenant to the Superintendent's Unit (Unit 3C) and shall be designated as a handicapped parking space ("Handicapped Space"). Pursuant to the terms of the Condominium Declaration and By Laws, the Handicapped Space, which is located on the ground floor of the Building has been designated as a handicapped parking space.

In the event the present or future Owner of a Residential Unit at the Property, or member of his or her family, becomes handicapped and said Residential Unit Owner does not have a Parking Space appurtenant to their Residential Unit, said Residential Unit Owner has the right to demand that the Condominium Board, rent the Handicapped Space at the then current, fair market rent, to said handicapped Residential Unit Owner. All costs and expenses entailed in the lease of Handicapped Space including, without limitation, reasonable attorney fees and costs shall be borne by the party requesting the lease.

If the parties cannot agree on the fair market value for the rental fee of the Handicapped Space, then the parties agree to submit the matter to binding arbitration in accordance with Article XV of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as

more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, the Managing Agent or Residential Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them. Whenever any notice is required to be given under the provisions of the Declaration or the 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.

The Common Charges and real estate taxes as well as the costs of repairs, alterations and improvements attributable to the Superintendent's Unit, shall also be borne by all of the Unit Owners as a Common Expense. This Common Expense is set forth as part of "Projected Budget for First Year of Condominium Operation, Schedule B" and therefore a part of each Unit Owner's Common Charges.

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit(s) as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring (i) a new purchase price for the Superintendent's Unit in excess of the per square foot price of Unit 3C; and (ii) the aggregate real estate taxes for the newly-designated Unit(s) does not exceed the cost of owning Unit 3C as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Real Estate Taxes, Utility Charges and Other Related Expenses as set forth in Note 14 to " Projected Budget for First Year of Condominium Operation, Schedule B" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments will not be credited towards the total purchase price of the Superintendent's Unit. (See Note 14 to Schedule B in the Plan Section titled, "Projected Budget for First Year of Condominium Operation, Schedule B," located in Part I of the Plan, for further discussion of the Superintendent's Unit.) There is currently no mortgage on the Superintendent's Unit. In the event a mortgage is placed on the Superintendent's Unit in the future, such mortgage will be released prior to Sponsor transferring title of such Unit to the Condominium.

The Sponsor projects that new construction of the Building should be completed by the end of December 2027. Pursuant to the New York City Building Code, the class

of construction for the Building is Class 1-B (Non-Combustible). A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

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

Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the residential storage room, the bicycle storage room, the fitness center, pool, sauna, kids room, media room, yoga studio and outdoor recreational loggia) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, at all times after the First Unit Closing of any Residential Unit, the lobby will be attended as disclosed herein. The interim level of staffing will at all times be adequate to maintain the Building during this period. See the section of the Offering Plan titled "Notes to Schedule B," set forth in Part I, for further details.

Parts I and II of the Plan, including all Schedules, and Parts A, B, C and D of the Exhibits, constitute the entire offer of Sponsor. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys on the on-site sales office at all times such office is open or, in the event there is no on-site office, at the offices of the Sponsor. Further, copies of the Offering Plan and all filed amendments thereto will also be available for inspection and copying at a reasonable charge at the Office of the Attorney General at 28 Liberty Street, 21st Floor, New York, NY 10005. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing and provide him with a copy of this Offering Plan.

All of the aforementioned Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A set forth in Part I of the Plan. As more fully explained above, the Superintendent's Unit will be sold to the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners at or subsequent to the first unit closing of a Residential Unit (the "First Unit Closing"). See Schedule A-1 in this regard. Additionally, all of the Storage Space Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-2, which is also located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. It is noted that although it is the intent of Sponsor that all Units be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to lease certain Units to tenants, after Consummation of the Plan. In such an event, Sponsor

shall amend the Plan, accordingly, if such Units and/or Storage Spaces are offered subject to such tenancies. Since there are only fifteen (15) Storage Space Licenses being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Space License and how many Storage Space Licenses are sold to an individual purchaser. A Storage Space License will only be sold by Sponsor to a Purchaser of a Residential Unit.

All license fees, all periodic taxes, charges and repairs ("Vault Charges") for the street vaults located adjacent to the Property, if any, which are General Common Elements, located in the common areas of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Common Expense. It is the responsibility of the condominium to maintain the street vaults and any Vault Charges attributable to the Building shall be allocable to all of the Units and be made on a Percentage of Common Interest basis.

Structural System:

The new structure will conform to the 2022 New York City Building Code. Per the geotechnical engineer, the building is founded on rock with a minimum bearing capacity of 40tsf. The foundations are reinforced concrete, which is comprised of spread footings under columns, continuous footings under foundation walls, and a mat foundation under the elevator and stair core. The cellar slab is a pressure slab designed to resist hydrostatic uplift. Rock anchors are provided to provide additional uplift anchorage for overturning due to lateral forces on the overall building. Lateral forces are resisted by structural concrete shear walls coupled with link beams. Wind tunnel testing was undertaken and factored into the structural design. Supplemental damping is not required for the building. Reinforced concrete columns convey gravity loads down to the building foundations. Both the columns and walls utilize high-strength concrete to minimize element sizes and thicknesses. The slabs are also comprised of reinforced concrete, with slab depressions provided to accommodate terraces and exterior spaces. To mitigate the impact noise in the units the hard floor finishes will have a 5mm thick resilient rubber underlayment between the hard floors and the structural slabs. The foundation slab and walls will be waterproofed up to sidewalk elevation using membrane waterproofing. Waterproofing membrane will be installed below slabs, behind blindside walls, and at two-face walls. Joints and laps will be sealed and waterstops will be installed throughout the site at the cellar slab-wall interfaces.

Exterior Walls:

The masonry portion of the exterior walls shall be comprised of standard and custom shaped bricks, supported by a steel lintel at each floor and tied back intermittently with brick ties between lintels. The back-up wall is concrete or CMU, covered with a waterproofing membrane and insulation, with a drainage cavity

between the insulation and face brick. Each lintel is flashed with stainless steel and joints in the brick cavity wall have staggered weeps slots.

The Condominium will be responsible for meeting subsequent Façade Inspection Safety Program requirements. The periodic inspections will begin five (5) years after substantial completion of the development.

Windows:

Window system will be shop assembled and custom thermally broken aluminum profiles to meet the project performance criteria. The window system is a factory fabricated, thermally broken aluminum assembly with structurally glazing, dual pane insulated glass unit with a Low E coating. All Window Guard Regulations of the City of New York 6-30-91 Chapter 12 apply. The windows include both fixed and out-swing casement-type operable windows with limit restriction per NYC Health Code child fall requirements. Window Guard Regulations of the City of New York 6-30-91 Chapter 12 apply. All operable windows will have a 4" opening limit. Operable windows are located at select locations per plans to provide sufficient natural ventilation to comply with relevant Codes.

The Sponsor reserves the rights to provide windows by different manufacturers, which are of Equal or Better Quality than those listed in the "Description of Property and Specifications," in Part II of this Offering Plan.

The Building will comply with New York City Building Code for light and air requirements.

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

Unit	Location
10-12C (Construction floors 9-11)	Primary Bedroom
14-16C (Construction floors 12-14)	Primary Bedroom & Bedroom #2

17-21B (Construction floors 15-19)	Primary Bedroom & Living/Dining Room
26-31B (Construction Floors 23-28)	Primary Bedroom & Living/Dining Room
32-35B (Construction Floor 29-32)	Primary Bedroom & Living/Dining Room
PH2 (36A) (Construction Floor 33)	Bedrooms #3, 4 and 5.

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. However, pursuant to the Easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, recorded on June 6, 2024 under NYC Department of Finance Control number 2024060600371006, the aforementioned Units containing one or more Lot-Line Windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. All windows at the Building are fully compliant with all applicable building codes and regulations.

Heating and Air Conditioning Systems:

Central Heating Plant:

The Building will be heated via a condensing-boiler heating plant which will serve all habitable areas, including corridors which includes three (3) Lochinvar Model FCB-4000, or approved equal, located on the M3 level mechanical room. The boiler plant will serve the heating and domestic hot water needs of the building including residential, amenity and retail areas.

The hot water system will serve the Residential Units via a VRF water cooled condenser heat pump loop system, the domestic water heaters, amenity AC units, corridor energy recovery units and DOAS ventilation units, lobby units and other

miscellaneous heating loads. The hot water from the heating plant will be used to inject heat into the condenser water system via direct injection bleed valves.

Domestic Hot Water Heating:

Domestic hot water heating will be generated by means of water to water heater heat exchanger using boiler water as heating agent. One set of heaters will be provided for each residential pressure zone. The heaters will be located in the mechanical rooms serving the zones. Two (2) water heaters will be provided for each domestic water zone serving residential fixtures. Hot water will be maintained in the heater tanks at 140 degrees F. Hot water from the heaters will be tempered to the appropriate distribution temperature by means of master mixing valves. A complete, recirculated domestic hot water distribution system serving all building fixtures and equipment requiring hot water will be provided for each pressure zone. Amenities and back of house spaces have been provided with electric hot water heaters for fixtures. Future retail tenants are responsible to provide their own hot water to the commercial space.

Central Cooling Plant:

The HVAC for the building will be provided based on a water source Variable refrigerant (VRF) heat recovery type system. The year-round heating and cooling system consist of a two-pipe closed loop water circuit, through which non-refrigerated water is circulated continuously. The loop water temperature is maintained throughout the year in an approximate range between 60° F and 88° F for supply and 70° F and 105 °F for return by means of injecting hot water from boilers (adding heat to the loop at the low end of the range) and cooling towers for heat rejection (by removing heat at the high end of the range).

Two cell (600 tons) cooling towers shall be utilized. The condenser water loop serving the condensers shall have the capability of isolating itself from the cooling towers in heating mode and heat will be added to the loop from the hot water from boiler plant system

The boiler plants will operate to maintain the secondary condenser water loop warm enough to allow heating in winter through the same heat-pumps with hydronic heating coil that provide cooling in the summer.

Unit and Common Area Heating and Cooling System:

Unit and Common Areas Heating and Cooling will be provided to each Unit a heat recovery type, water-cooled VRF with R410A refrigerant circuits. The “Heat Recovery” VRF system is capable of simultaneous heating and cooling with a single condensing unit. Multiple indoors evaporator units (IDU) in the same Unit will be connected to heat recovery branch selector boxes.

All the Units 9th floor and above will have individual water cooled condenser serving the Unit inside the closet. All the Units below 9th floor have shared water cooled condensers located centrally in a mechanical room on the 3rd floor. Indoor evaporator units in the residential units will be horizontal type and concealed in ceiling plenums. Each evaporator shall be paired with one programmable thermostat. Indoor evaporator units in the amenity units will be horizontal type and concealed in ceiling plenums with ductwork routed to supply grilles/slots.

All common areas of the building like building lobby, amenities and conditioned BOH spaces will be served by Water cooled Variable Refrigerant Flow (VRF) units. Indoor evaporator units will be horizontal or vertical type and concealed. Water cooled condenser will be located in the mechanical rooms and IDU and Branch boxes will be located in respective Amenity area.

Supplemental electric fan baseboard heaters will be utilized at high windows. These will be controlled by internal thermostats and interlocked with the room's VRF evaporator unit to prevent simultaneous heating and cooling.

Electric cabinet unit heater to be provided for Residential Lobby entrance and vestibule area.

Electric radiant heating floor are provided in primary bedroom's bathrooms and any bathrooms with glazed windows.

Valved and capped condenser water and hot water outlet connection will be provided for future retail tenant fit out.

Access doors are to be provided in ceilings wherever required for maintenance of equipment located above ceilings.

Utilities:

Electricity:

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 the utility company. The electricity consumed by each individual Residential Unit and the Commercial Unit shall be separately and directly metered. Each Unit Owner shall be responsible for paying his or her own individual electric bill.

The electricity consumed in the Residential Common Elements of the Building, shall be separately metered and shall be a Residential Common Expense.

A 625 kW, 277/480V, 3 phase, 4 wire, natural-gas fired generator is being supplied to support emergency loads, standby loads and optional loads per the 2011 NYC Electrical Code and the 2014 NYC Building Code.

Automatic transfer switches (ATSs) will be provided for each generator-backed load classification (emergency, standby, optional standby). The fire alarm and ARCS system will be provided with a common ATS, per 2011 NYC Electrical Code separate from other Emergency Loads.

Gas:

Gas will be metered by Con Edison. Two (2) gas meters will be provided as follows: One (1) meter for space heating (corridors and lobbies) and the domestic hot water systems of the Building. One (1) meter will be for the emergency gas generator. The cost of this use will be borne by the Residential Unit Owners as a residential common expense and will be allocated to each residential unit as noted in the plan.

Domestic Water and Sewer Service:

Water and sewerage services are provided for by the City of New York. The Residential Units in the Building and the Common Elements, including the General Common Elements, shall be metered for water usage by one (1) or more meters. Such water and sewer charges shall be a Residential Common Expense.

Water consumption in the Commercial Unit will be separately metered and the cost thereof shall be the sole expense of the Commercial Unit Owner.

Upon completion of construction, a certificate of occupancy will be obtained for the Building which will provide for general use for the Residential Units and commercial use for the Commercial Unit.

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

Elevators:

There are two (2) residential elevators in the Building, which shall service all of the Residential Units, are a Residential Common Element for the use of all of the Residential Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of these elevators shall be the responsibility of all of the Residential Unit Owners as a Residential Common Expense. Additionally, there is one (1) service/passenger elevator which shall service the cellar and first floor and is a General Common Element for the use of all Unit Owners. Therefore, the cost of

any repairs, maintenance and/or replacement of these elevators shall be the responsibility of all Unit Owners as a General Common Expense.

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

The Façade Inspection Safety Program ("FISP") (formerly Local Law 11/98) passed by the City Council and signed by the Mayor of New York City requires professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a FISP inspection. FISP is applicable to this Condominium. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any Terrace/balcony railings and guards of the Building and submitting a technical report thereof with the Buildings Department every five (5) years from the date of the first Temporary Certificate of Occupancy or Certificate of Occupancy that has been issued for the Building. The report shall include an executive overview that shall consist of a summary of findings and recommendations, a concise statement of the scope of the inspection and findings, the conclusions and recommendations and a determination as to whether the building is categorized as "safe," "SWARMP," or "unsafe." If categorized as "SWARMP" by the professional, such classification means that the Building condition is safe but requires repairs or maintenance within the next 5 years. If categorized as "unsafe" by the professional, such classification means that an immediately hazardous condition exists and must be corrected within ninety (90) days with the option of a ninety (90) day extension upon application to the Buildings Department. The detailed inspection and reporting requirements, and additional law updates, will be contained in RCNY 103-04 Periodic Inspection of Exterior walls and Appurtenances of Buildings.

Although not budgeted for the First Year of Condominium operation, the cost and expense thereof, including the cost of any repairs or maintenance to the façade or

other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund or Reserve Fund, in its sole discretion).

5. **The Units.** Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: unit designation; tax lot number; percentage interest in the Common Elements; contributing share percentage; approximate square footage area of the Unit and its exclusive Limited Common Elements, if any; location; number of bedrooms and bathrooms; and the portion of the Common Elements, including Limited Common Elements, to which the Unit has immediate access. The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the Floor Plans of the Building (the "Floor Plans"), certified by CetraRuddy Architecture DPC, and intended to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Unit consists of the area of the Unit, (i) for a Unit located on a floor with multiple Units, approximate Square Footage has been measured horizontally on each of one or more floors from the exterior side of the exterior walls to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of corridor walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes and shafts (whether along the perimeter or within the Unit), were not deducted from the square foot area of the Units, and (ii) for a Unit located on a floor where it is the only Unit, the approximate Square Footage is obtained by measuring the floor area of the Unit on one or more floors, horizontally from the exterior side of the exterior walls at the Building (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, public corridors, stairs, the elevator and other mechanical equipment spaces or any Common Elements within a Unit, if any, are not deducted) to the exterior side of the exterior walls or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows at the Building. Outdoor floor area of a balcony, loggia, terrace or roof terrace appurtenant to a Unit was not included in the Unit's indoor floor area.

Measured vertically, each Unit will consist of the volume 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. Doors and windows which open from, or form a border of a Residential Unit shall be deemed part of the Unit.

Exterior private balcony, loggia, and/or terrace areas are measured from the exterior face of the Unit to the exterior face of the walls, railings, or fencing delineating such areas, as may be applicable.

Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water, ventilation and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

Any Common Elements located within a Unit will not be considered a part of such Unit.

6. **Common Elements**. The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements, Residential Common Elements and Residential Limited Common Elements. They include, without limitation, the following:

A. **General Common Elements**:

(1) The land on which the Building is physically erected, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself or for its designee, and any successors or assigns thereof. Yard areas or other areaways at the Property, if any, other than the Limited Common Elements as described below, are not intended for public use except for fire egress purposes and are subject to the easement rights, if any, of Sponsor, Sponsor's designee and/or the Commercial Unit Owner;

(2) At the cellar and first floor level: all foundations, footings, columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements or in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit from the corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit from corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit; the subfloors and framing

joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the cellar level which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit and are not specifically designated below as Limited Common Elements; storage and utility areas, if any, located at the cellar level and which are not part of the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit; all cellar areas which are not part of the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit and are not specifically designated below as Limited Common Elements;

(3) The utility and mechanical rooms and areas located at the cellar level of the Building, the janitors closet, storage closet, fire pump room, MDF room, storm tank room, elevator machine room, and sewer room, and gas and electric meter rooms at the cellar level, the gas meters, water meters and electric meters in the cellar; any and all cellar or other areas and Facilities which are not designated as part of a Unit or a Limited Common Element;

(4) The utility and mechanical rooms and areas located on the 20th floor (marketing floor M1) of the Building, including but not limited to the hot water heater room, the AHU room, the electric room, the ATS room, and the generator room;

(5) The one (1) service elevator, elevator machinery, shafts and pits; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Unit Owners;

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

(7) All sewer pipes and drainage pipes;

(8) All street vaults, if any, located at the cellar level adjacent to the common areas of the Building which are not designated below as Limited Common Elements; any other protrusion beyond the lot lines of the Building which are not part of a Unit or designated a Limited Common Element, all of which are subject to an easement in favor of the Commercial Unit Owner for fire egress purposes;

(9) Those portions of the main roof of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, the gas engine emergency generator, any ventilation or air-conditioning equipment to the extent same exist and/or

are installed, and other related Facilities which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

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

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

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

(13) Except as specifically noted, all other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units; and

B. **Limited Common Elements**. The following portions of the Common Elements will be Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Common Elements") or the Commercial Unit Owner ("Commercial Common Elements") or an individual Residential Unit Owner ("Residential Limited Common Elements"):

(1) Residential Common Elements:

(1a) At the second floor level and above: columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Units from the corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Units from corridors, the elevator shafts, fire staircases and stairs located beyond the

unexposed face of the dry walls enclosing the Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Residential Units below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the second floor level and above which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Units and are not specifically designated below as Commercial Common Elements or in the dimension of a Unit; storage and utility areas, if any, located at the second floor level and above and which are not part of the Residential Units or which are not specifically designated below as Commercial Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Units;

(1b) The common and public corridors and fire staircases located at the cellar level and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit, if any; and (ii) for the fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The trash compactor room and related Facilities located at the cellar level of the Building, together with any trash chute located on all floors of the Building, if any, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1d) The Residential entrances to the Building, together with their canopies, if any, located on East 82nd Street, the residential vestibule, seating area and lobby together with the adjoining elevator lobby, which shall be for the exclusive use of all the and Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants, their servicemen, consultants and/or repairmen, for fire egress purposes and

access and/or egress to or from the Commercial Unit and/or the Commercial Common Elements, if any;

(1e) The residential storage room and bicycle storage room at the cellar level, and the mailroom and package room and Porte Cochere at the ground floor level, and the pool equipment room on the twentieth (20th) floor, and the pool, pool deck, pool storage room, sauna, lounge, media room, three (3) bathrooms, and outdoor recreational loggia area on the twenty-first (21st) floor, and the kids room, treatment room, fitness center, yoga studio, and two (2) bathrooms on the twenty-second (22nd) floor, which service and shall be for the exclusive use of the Residential Unit Owners only in a manner to be determined by the Board of Managers;

(1f) The two (2) passenger elevators, passenger elevator machinery, shafts and pits; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, and subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit, if any;

(1g) Those portions of the roof of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1h) Any heating, air-conditioning and/or ventilation equipment, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1i) Any piping and/or ductwork which is necessary for the functioning of any heating, air-conditioning and/or ventilation equipment, cooling towers, hot water heaters, if any, wherever located in the Building, which only service

the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1j) The cooling tower(s), if any, or tanks on the roofs, or any other floor of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1k) The residential telecommunications connections, gas, water and sewer and/or electric meters and mechanical, gas, water and/or electric panels, closets, and respective rooms and/or feeders, risers and other improvements, residential cables, pipes, all of which serve the Residential Units and residential portions of the Building exclusively;

(1l) Any and all windows of the Building which are not part of a particular Residential Unit or the Commercial Unit;

(1m) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which only service the Residential Units;

(1n) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1o) The residential storage room, including any Storage Spaces located therein, at the cellar level of the Building. Each Storage Space shall be made available for the exclusive use of an individual Unit Owner pursuant to a Storage Space License between such Unit Owner and the Board of Managers. The use of any residential storage areas, including any Storage Spaces, shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers, including exclusive use license agreements in their sole discretion;

Notwithstanding anything to the contrary in this Paragraph numbered 6, if a Residential Common Element benefits only certain Residential Unit Owners, then the costs of alteration, addition, repair, replacement and

restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Common Element in the proportion that the Common Interest of each benefitting Residential Unit Owner bears to the Common Interests of all benefitting Residential Unit Owners. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Common Element at their sole cost and expense.

(2) Commercial Common Elements:

(2a) Those portions of the cellar, first floor, main roof of the Building, or any other level of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Commercial Unit, which shall be for the exclusive use of the Commercial Unit Owner;

(2b) Commercial mechanical and/or electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) and/or mechanical, electrical, gas, water rooms and/or closets servicing or available for the exclusive use of the Commercial Unit, wherever located within the Building;

(2c) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Commercial Unit only;

(2d) All remaining improvements, installations, apparatus or Facilities exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

Notwithstanding anything to the contrary in this Paragraph numbered 6, since the Commercial Common Elements benefit only the Commercial Unit Owner, then the costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by the Commercial Unit Owner. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, the Commercial Unit Owner shall be responsible for the normal

operation, maintenance and repair of any such Commercial Common Element at its sole cost and expense.

(3) Residential Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, which must be gas-fired only, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such fireplace, together with any flue and/or duct-work attached thereto, shall be the responsibility of the individual Unit Owners of such Units;

(3c) The private terraces, loggias, balconies and/or the private roof terrace, if any, together with any walls and/or fencing delineating such areas, which are directly accessed from certain Residential Units or by the common staircase or elevator, as delineated on the Floor Plans, which shall be for the exclusive use of the Unit Owner of the respective Unit. Nonstructural, ordinary repairs and maintenance of the private terraces, balconies and/or the private roof terrace, if any, together with any walls and/or fencing which delineates such areas, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

(3d) The Garage which includes the Parking System, parking bay and vehicle storage which is anticipated to contain approximately eight (8) Parking Spaces, which will be Residential Limited Common Elements appurtenant to certain Residential Units. The maintenance, repair, and replacement of the Garage, Parking System, parking bay and vehicle storage area shall be the responsibility of the Unit Owners with Parking Spaces appurtenant to their Units

Notwithstanding anything to the contrary in this Paragraph numbered 6, since a Residential Limited Common Element benefits only a particular Residential Unit Owner, the costs of alteration, addition, repair,

replacement and restoration thereto shall be borne solely by the Residential Unit Owner who benefits from the Residential Limited Common Element. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owner shall be responsible for the normal operation, maintenance and repair of any such Residential Limited Common Element at their sole cost and expense.

7. **Use of Units**. Subject to compliance with the By-Laws of the Condominium, each of the Residential Units may be used only for general residential use, except that a Residential Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units or Storage Spaces.

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

The Commercial Unit may be used between the hours of 6:00 a.m. and 11:00 p.m. (New York Time) for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Commercial Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial

establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (unless such dry cleaning and/or laundry is done off premises); (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes.

No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Commercial Unit Owner, as applicable.

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

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

Any of the eight (8) Parking Spaces which are appurtenant to certain Residential Units may be used only for the storage of personal vehicles of Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety

threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be kept therein.

One (1) of the eight (8) Parking Spaces will be a Residential Limited Common Element appurtenant to the Superintendent's Unit (Unit 3C) and shall be designated as a handicapped parking space ("Handicapped Space"). Pursuant to the terms of the Condominium Declaration and By Laws, the Handicapped Space, which is located on the ground floor of the Building has been designated as a handicapped parking space.

In the event the present or future Owner of a Residential Unit at the Property, or member of his or her family, becomes handicapped and said Residential Unit Owner does not have a Parking Space appurtenant to their Residential Unit, said Residential Unit Owner has the right to demand that the Condominium Board, rent the Handicapped Space at the then current, fair market rent, to said handicapped Residential Unit Owner. All costs and expenses entailed in the lease of Handicapped Space including, without limitation, reasonable attorney fees and costs shall be borne by the party requesting the lease.

If the parties cannot agree on the fair market value for the rental fee of the Handicapped Space, then the parties agree to submit the matter to binding arbitration in accordance with Article XV of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, the Managing Agent or Residential Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them. Whenever any notice is required to be given under the provisions of the Declaration or the By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

8. **The Commercial Unit**. The Commercial Unit shall be located on a portion of the cellar level and first floor level. Hereinafter, the Commercial Unit shall be referred to as the "Commercial Unit" and the owner of the Commercial Unit shall be referred to as the "Commercial Unit Owner."

The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Condominium, Board of Managers or the Managing Agent, to sell or lease their Units, or any part thereof, without the Board of Managers having any

right of first refusal to purchase or lease such Units, and all sale and/or rental proceeds shall belong solely to the Commercial Unit Owner.

The Board of Managers shall be obligated to permit the Commercial Unit Owner, at such Unit Owner's sole cost and expense, to install and use additional equipment in the risers and conduits serving the Building, provided the Commercial Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

The Board of Managers does not have the right to (i) approve any change in the use of the Commercial Unit or any part thereof or (ii) to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use of the Commercial Unit except at the request of the Commercial Unit Owner. The Commercial Unit Owner shall have the right, without obtaining the consent of the Board of Managers or the Residential Unit Owners or mortgagees of Units other than the affected Commercial Unit, (i) to change the use and the certificate of occupancy, accordingly, of the Commercial Unit, and (ii) to subdivide the Commercial Unit into two (2) or more Commercial Units and to reallocate the Common Interest of the Commercial Unit among the newly established Commercial Units in proportion to their respective floor areas. A change in use of the Commercial Unit shall be subject to all applicable laws, including, but not limited to, the NYC Zoning Resolution, as amended, and applicable building codes. A subdivision of the Commercial Unit must be reflected in a duly recorded amendment to the Declaration filed by the new Unit Owners. Under no circumstances will the Common Interest of any Residential Unit Owner be changed as a result of such subdivision or will the aggregate Common Interest for the new Units be greater than the Common Interest for the original Unit. If the Commercial Unit is so subdivided, the Owner or Owners thereof shall have the right, without obtaining the consent of the Board of Managers, Residential Unit Owners, or mortgagees of Units other than the affected Commercial Units, to thereafter change the size, layout, use, and/or number of the respective Commercial Units under the same terms, conditions and restrictions as those imposed on the original Commercial Unit Owner.

At the request of the Sponsor, a Sponsor-designee or the Unit Owner of the Commercial Unit, the Board of Managers will execute any application or other document required to be filed with any governmental agency having or asserting jurisdiction in connection with any addition, alteration, improvement, repair or subdivision of such Unit or operation or use of the Commercial Unit, at which time, the requesting party shall indemnify and hold the Board of Managers of the Condominium and the other Unit Owners harmless from any expense or liability by virtue of the execution of the application or such other documents.

The Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, repair, replace, and maintain either within or in the immediate location of the Commercial Unit below the windows at the second (2nd) floor level and on the sidewalk adjacent to such Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of the Unit pursuant to the terms of any lease pertaining thereto, shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, or erect, repair, replace and maintain in the immediate location of such Commercial Unit below the windows at the second (2nd) floor level, but not to interfere with the entrance of any other Unit, a canopy and/or awning for advertising or identification purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Unit. The Commercial Unit Owner and any tenant of space in such Units shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant shall obtain and pay for all permits required for such signs or canopies/awnings/ATM and/or any necessary renewal fees related thereto.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owners or mortgagees thereof, to install a flue which will be sized for possible restaurant or commercial grade kitchen use in, on or through the common areas of the Building to the exterior walls of the Building, if permissible by law, and then on the exterior walls of the Building, from the first (1st) floor level to the roof or some other point in or on the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use, repair, replace and maintain said flue for any lawful purpose and in conjunction with the use of the Commercial Unit. Notwithstanding the foregoing, no material lift in the floor slab of the Commercial Unit shall be permitted under any circumstance.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install (i) elevators, escalators, staircases and/or other

mechanical equipment in the Commercial Unit, and (ii) air-conditioning equipment, (which must be ceiling-hung units installed within the Commercial Unit with intake and exhausts for such systems to be located at louvers provided in the first floor storefront system), which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installations will comply with all applicable law, ordinances or building codes.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owners or mortgagees thereof, to replace all or any portion of the sidewalks, including, but not limited to, any planting and/or planters located thereon (hereinafter, the "Commercial Sidewalks"), which are directly in front of any portion of such Commercial Unit whose Owner (including Sponsor or Sponsor's designee) or tenant intends to effectuate such replacement. However, any replacement of the Commercial Sidewalks must be an installation which is equal to the existing sidewalks or the Commercial Sidewalks as originally set forth in the approved New Building Plans for the Building. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

In the event of a dispute between the Commercial Unit Owner and the Condominium as to any issue relating to a Commercial Unit, the Commercial Unit Owner or any tenant of the Commercial Unit Owner and the Condominium, at the sole option of the Commercial Unit Owner only, the Board of Managers and the Condominium shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Commercial Unit Owner elects not to arbitrate, the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Unit Owners may exercise all remedies available to them in equity and at law.

9. **Determination of Percentages in Common Elements**. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

10. **Encroachments**. If any portion of the Common Elements now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the

Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

11. **Easements**.

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to all Units and to all Common Elements, including any Limited Common Elements appurtenant to Units, to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained within a particular Unit or elsewhere in the Building, including, but not limited to (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one (1) or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof or balcony, loggia, terrace, or yard areas. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit and in favor of other Units and the Common Elements.

B. The Sponsor and its designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon of recreation facilities, if any, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the recreation facilities, if any, and (ii) construction and installation of, whether on the interior or exterior of the Building, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables

necessary for the use of its Units, and (iii) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground, exterior wall mounted or roof-top electric transformer, amplifier, gas, cable television, telephone, satellite, telecommunication installations or equipment, water, storm drainage, sewer or other utility lines or services and appurtenances in, under, over and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility or equipment easements in any portion of the Property and, in the sole discretion of Sponsor, to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of the recreation facilities, if any, provided that such additional utilities or equipment or the relocation of existing utilities or equipment will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes or home occupation purposes and the Commercial Unit for the permitted uses therein. Any utility company or service company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit and to any Common Element, including any Limited Common Element appurtenant to a Unit, in furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

D. The Commercial Unit Owner and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have an easement, and shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, repair, replace and maintain either within or in the immediate location of such Unit below

the windows at the ground floor level, or on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Commercial Unit Owner and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have an easement, and shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to erect or install, repair, replace and maintain, a canopy and/or awning and/or ATM in the immediate location of such Commercial Unit below the windows at the ground floor, but not to interfere with the entrance of any other Unit. Such Unit Owner and any tenant of space in the Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Unit Owner or its tenants shall obtain and pay for all permits required for such signs, canopies and/or awnings and/or ATM and any necessary renewal fees related thereto.

E. The Commercial Unit Owner and any tenant or tenants of such Unit, their servicemen, consultants and/or repairmen, shall have the right to an easement, without charge or limitation, for fire egress purposes and access and/or egress to or from the Commercial Unit and/or the Commercial Common Elements at any level of the Building.

F. The Sponsor, its designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install, to use, to repair, replace and to maintain a flue which will be sized for possible restaurant or commercial grade kitchen use in the Commercial Unit and which may be installed in, on or through the common areas of the Building to the exterior walls of the Building and then on the exterior walls of the Building; said flue shall run from the first floor level to the roof or some other point in or on the Building where it will terminate in accordance with the NYC Building Code.

G. All Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircases and/or by use of the elevator of the Building in, on, over and across the roofs of the Building or yard or yard areas, if any, of the Building for the sole purpose of

maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, air-conditioning equipment, located on the roofs or in the yards of the Building which services one or more of the Units.

H. The Commercial Unit Owner, its servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircases and/or by use of the elevators of the Building in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including, but not limited to, heating or air conditioning equipment, if any, located in the cellar or at the roofs of the Building and which services the Commercial Unit.

I. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install (i) elevators, escalators, staircases and/or other mechanical equipment in the Commercial Unit, and (ii) air-conditioning equipment at the main roof of the Building, which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installations will comply with all applicable law, ordinances or building codes.

J. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use all or any portion of the sidewalks, including, but not limited to, any plantings and/or planters located thereon, which are directly in front of the Commercial Unit for any lawful purpose and in conjunction with the use of the Commercial Unit.

K. Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use if necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use the elevator, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a

Common Expense paid by all Unit Owners as part of their Common Charges; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

L. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one (1) or more other specified Units, of its Limited Common Elements.

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

Unit	Location
10-12C (Construction floors 9-11)	Primary Bedroom
14-16C (Construction floors 12-14)	Primary Bedroom & Bedroom #2
17-21B (Construction floors 15-19)	Primary Bedroom & Living/Dining Room
26-31B (Construction Floors 23-28)	Primary Bedroom & Living/Dining Room
32-35B (Construction Floor 29-32)	Primary Bedroom & Living/Dining Room
PH2 (36A) (Construction Floor 33)	Bedrooms #3, 4 and 5.

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. However, pursuant to the easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, dated June 5, 2024 and recorded in the Office of the Register of The City of New York of the County of New York on June 6, 2024 as CRFN 2024000147094 and filed under NYC Department of Finance control number 2024060600371006, the above listed Lot-Line Windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. The lower limiting plane is at Elevation 155.00FT, according to NAVD 88, which is below the 9th Floor of the building.

All windows at the Building are fully compliant with all applicable building codes and regulations.

N. The user of any easement granted by subparagraphs B, C, D, E, F, G, H, I, J, K, L and M of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

12. **Power of Attorney to Board of Managers, Sponsor and Commercial Unit Owner**. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers. Each Unit Owner, their successors and/or assigns, shall also grant to the Sponsor or its designee and Commercial Unit Owner, an irrevocable power of attorney, coupled with an interest, to exercise Sponsor's or Sponsor designee's rights hereunder. The form of Power of Attorney to the Board of Managers and Sponsor is attached hereto as **Schedule D**.

13. **Acquisition of Units by Board of Managers**. In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on

behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. **Person to Receive Service**. For the period during which Sponsor is in control of the Board of Managers, EAST 82 OWNER LLC, with an office at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, NY 10036 is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the Office of the Condominium, at 175 East 82nd Street, New York, New York 10028. In addition, the Secretary of State of the State of New York, as agent of the Board of Managers, and any successor to the jurisdiction thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations**. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The initial By-Laws of the Condominium are attached hereto as **Schedule E**. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment to Declaration**. This Declaration may be amended, modified, added to or deleted from by the vote of at least sixty-seven percent (67%) in number and

in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such Unit, or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, its designee, the Commercial Unit Owner, the Commercial Unit or any Unsold Unit until Sponsor or such designee, or the Commercial Unit Owner, as the case may be, shall consent thereto in writing.

The Sponsor hereby reserves to itself and its designee(s) the right to amend the Condominium Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 330-p; and/or (ii) conforming the Declaration to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency, to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing; and/or (iii) correcting any inconsistencies or scrivener's errors contained in this Declaration and/or the Floor Plans.

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or certificate

of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees).

No such amendment shall be effective until recorded in the New York County Office of the Register of the City of New York.

17. **Changes in Unsold Units and the Commercial Unit**. For any Unit owned by the Sponsor or its designee(s) or the Commercial Unit Owner, if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) or the Commercial Unit Owner (with respect to the Commercial Unit) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) or the Commercial Unit Owner shall comply with all rules, ordinances and regulations of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In connection with the foregoing as it relates to the (i) Unsold Units and (ii) the Commercial Unit, respectively, the Sponsor, its designee or the Commercial Unit Owner, respectively, shall cause the Declaration to be amended, if necessary. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall have the right pursuant to the Powers of Attorney granted by Unit Owners to amend and record any amendment to the Declaration on behalf of the Condominium and all Unit Owners as required to reflect the foregoing without any further consent of the Condominium Board, Unit Owners or Permitted Mortgagees. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall each have the right, upon its request, to require any other Unit Owners or the Condominium Board or its officers to execute, file and/or record any amendment to the Declaration, together with any application, documents or instruments as they deem appropriate to effectuate the same, or any application, documents or instruments required by any governmental or quasi-governmental agency having or asserting jurisdiction in connection with the foregoing, or any application, documents or instruments necessary in connection with any change, addition, decoration, alteration, improvement, repair or subdivision of any Units owned by said parties or any operation of any Unit owned by said parties, at which time, the requesting party shall indemnify and hold

the Condominium Board and the other Unit Owners and Sponsor or its designee harmless from any expense or liability by virtue of the execution of any of such applications, document or instruments. As an alternative, Sponsor, its designees or the Commercial Unit Owner, as applicable shall have the right pursuant to the Powers of Attorney granted by Unit Owners to execute, file and/or record any such applications, documents or instruments on behalf of the Condominium Board and all Unit Owners. For purposes of recording any amendment to the Declaration or executing, filing or recording any applications, documents or instruments, Sponsor, its designee and the Commercial Unit Owner may rely on the authority contained in the Power of Attorney and no further consent of the Board or the Unit Owners or Permitted Mortgagees is required.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all affected Unit Owners. Written consents will be obtained from Unit Owners, if any, who are adversely and directly affected as a result of the above changes. The provisions of this paragraph 17 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designees(s) or the Commercial Unit Owner.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

Additionally, and notwithstanding its effect on the Common Elements, Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the residential storage area and/or any Storage Spaces in its sole discretion in order to sell, assign and/or lease any of the Storage Spaces and to increase the number of Storage Spaces provided such increase is in accordance with all applicable Law.

18. **Invalidity.**

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed

and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of paragraph (a) of this clause 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

19. **Termination of Condominium**. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners that own not less than eighty percent (80%) in number and in Common Interest of the Units and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

20. **Sponsor's Retention of Transferable Air Rights and/or Development Rights**.

(a) Sponsor hereby reserves to itself and/or to Sponsor's designee, and their successors or assigns, all unused transferable air rights and/or development rights (hereinafter "Unused Development Rights"). As against all other Unit

Owners and their mortgagees, their successors, assigns and/or heirs, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor or Sponsor's designee, their successors or assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other adjoining premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended.

(b) Sponsor or Sponsor's designee, their successors or assigns, have also bound themselves, their successors or assigns, from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration, or (ii) will allow any party, including Sponsor or its designee, their successors or assigns, to build on or directly above the land and/or expand the Building. However, with regard to (ii) above, the Sponsor, its designee, their successors or assigns may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such event, any construction by the Condominium shall (i) not increase the number of Units in the Building; (ii) be limited in scope to a minor alteration to a Unit and/or the Building; (iii) not have any material impact on the operating budget of the Condominium; (iv) not impact the Percentage of Common Elements allocated to any of the Units; and (v) be made only in accordance with the Condominium's Declaration and By-Laws, all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(ff) of the Attorney General's Regulations. As defined herein, "Unused Development Rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. Any and all consideration paid to Sponsor or its designee in connection with a transfer of any Development Rights shall be the sole and absolute property of the Sponsor or its designee.

(c) The Sponsor or Sponsor's designee, their successors or assigns, at their sole cost and expense, shall have the right to cause the Board of Managers, all of the Unit Owners, and any mortgagees thereof, to take such action as it deems necessary to convey the Unused Development Rights. This includes execution, acknowledgement, delivery and recording in the Register's Office of the County of New York in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), consent(s),

waiver(s) and/or grant(s) of such Unit Owner's, mortgagees' and such Board's interests, if any, in the Property with respect only to any Unused Development Rights for the purpose of confirming the ownership of Sponsor or Sponsor's designee and/or their successors or assigns in such rights and/or for the purpose of effectuating the transfer, assignment or surrender of such rights by Sponsor or Sponsor's designee and/or their successors or assigns; (ii) any amendment to this Declaration which the Sponsor or Sponsor's designee and/or their successors or assigns deems necessary or appropriate to effectuate the purpose of this Paragraph 20, provided that such amendment complies with the terms in Paragraph 20 and 13 NYCRR 20.3(ff) of the Attorney General's Regulations.

(d) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 20 shall result in liquidated damages payable by the Board of Managers to the Sponsor or Sponsor's designee and/or their successors or assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor or Sponsor's designee and/or their successors or assigns for the transfer, assignment or surrender of such Unused Development Rights.

(e) If any provision that is necessary to effectuate the purposes of this Paragraph 20 is missing, then such provision shall be deemed included as part of paragraph 20, including, but not limited to, any provision required by law to limit the reservation of the contingent rights as set forth herein. Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus twenty-one (21) years.

21. **Common Expense**. Common Expenses of the Condominium shall mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws.

22. **Covenant of Further Assurances.**

(a) Any person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person, such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledgment, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Board of Managers or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Board of Managers, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor or Sponsor's designee or the Commercial Unit Owner, then the Sponsor, its designee or the Commercial Unit Owner is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person, as the case may be.

23. **Definitions**. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in Schedule C to this Declaration. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. **Waiver**. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision thereof.

26. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by its duly authorized representative this _____ day of _____, 20__.

Sponsor/Declarant:

EAST 82 OWNER LLC

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

175 EAST 82ND STREET CONDOMINIUM
175 EAST 82ND STREET
NEW YORK, NEW YORK 10028

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 the comer formed by the intersection of the northerly side of East 82nd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE westerly, along the northerly side of said East 82nd Street, a distance of 102.17 feet (102 feet 2 inches) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE easterly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point on the centerline the block;

THENCE easterly, along said centerline of the block and parallel to East 83rd Street, and at right angles to the previous course, a distance of 3.18 feet (3 feet 2-1/8 inches) to a point;

THENCE northerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point;

THENCE easterly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inch) to a point on the westerly side of Third Avenue;

THENCE southerly, along the westerly side of said Third Avenue, and at right angles to the previous course, a distance of 107.05 feet (107 feet 5/8 inches) to the point or place of BEGINNING.

SCHEDULE B

175 East 82nd Street Condominium

A CONDOMINIUM LOCATED AT
175 East 82nd Street
NEW YORK, NEW YORK

Block: ___; Lots: f/k/a Lot ___; n/k/a Lots TBD to TBD

2/12/2026

Unit	Tax Lot Number	Percentage Interest In Common Elements	Residential Percentage Interest In Common Elements	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Terraces Which is Limited Common Element	Location	Number of Bedrooms/Baths/Etc.	Common Elements To Which Unit Has Immediate Access
3A	TBD	1.0944%	1.1272%	To be completed prior to recording		To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
3B	TBD	0.7348%	0.7568%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
3C*	TBD	0.6566%	0.6763%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth/P	Public Hallway, Elevator & Stairs
4A	TBD	1.1100%	1.1433%	To be completed prior to recording		To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
4B	TBD	0.7661%	0.7890%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
4C	TBD	0.4221%	0.4348%	To be completed prior to recording		To be completed prior to recording	1BD/2Bth	Public Hallway, Elevator & Stairs
4D	TBD	0.8599%	0.8857%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
5A	TBD	1.1257%	1.1594%	To be completed prior to recording		To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
5B	TBD	0.7817%	0.8052%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
5C	TBD	0.4378%	0.4509%	To be completed prior to recording		To be completed prior to recording	1BD/2Bth	Public Hallway, Elevator & Stairs
5D	TBD	0.8755%	0.9018%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
6A	TBD	1.1413%	1.1755%	To be completed prior to recording		To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
6B	TBD	0.7973%	0.8213%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
6C	TBD	0.4534%	0.4670%	To be completed prior to recording		To be completed prior to recording	1BD/2Bth	Public Hallway, Elevator & Stairs
6D	TBD	0.8911%	0.9179%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
7A	TBD	0.9224%	0.9502%	To be completed prior to recording		To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
7B	TBD	0.8286%	0.8535%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
7C	TBD	0.4690%	0.4831%	To be completed prior to recording		To be completed prior to recording	1BD/2Bth	Public Hallway, Elevator & Stairs
7D	TBD	0.9068%	0.9340%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
8A	TBD	0.9693%	0.9984%	To be completed prior to recording		To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
8B	TBD	0.8599%	0.8857%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
8C	TBD	0.5003%	0.5153%	To be completed prior to recording		To be completed prior to recording	1BD/2Bth	Public Hallway, Elevator & Stairs
8D	TBD	0.9537%	0.9823%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
9A	TBD	2.0324%	2.0934%	To be completed prior to recording		To be completed prior to recording	4BD/4.5Bth/P/T	Public Hallway, Elevator & Stairs
9B	TBD	1.0162%	1.0467%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth/T	Public Hallway, Elevator & Stairs
10A	TBD	0.8599%	0.8857%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
10B	TBD	0.8130%	0.8374%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
10C	TBD	0.9380%	0.9662%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
11A	TBD	0.8755%	0.9018%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
11B	TBD	0.8286%	0.8535%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
11C	TBD	0.9537%	0.9823%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
12A	TBD	0.9068%	0.9340%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
12B	TBD	0.8442%	0.8696%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
12C	TBD	0.9693%	0.9984%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
14A	TBD	0.9224%	0.9501%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
14B	TBD	0.8755%	0.9018%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
14C	TBD	1.0006%	1.0306%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
15A	TBD	0.9380%	0.9662%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
15B	TBD	0.8911%	0.9179%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
15C	TBD	1.0162%	1.0467%	To be completed prior to recording		To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
16A	TBD	0.9693%	0.9984%	To be completed prior to recording		To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs

16B	TBD	0.9224%	0.9501%	To be completed prior to recording	To be completed prior to recording	2BD/2.5Bth	Public Hallway, Elevator & Stairs
16C	TBD	1.0475%	1.0789%	To be completed prior to recording	To be completed prior to recording	3BD/3Bth	Public Hallway, Elevator & Stairs
17A	TBD	1.4852%	1.5298%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
17B	TBD	1.2820%	1.3205%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
18A	TBD	1.5009%	1.5459%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
18B	TBD	1.2976%	1.3366%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
19A	TBD	1.5165%	1.5620%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
19B	TBD	1.3133%	1.3527%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
20A	TBD	1.5321%	1.5781%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
20B	TBD	1.3289%	1.3688%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
21A	TBD	1.5634%	1.6103%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
21B	TBD	1.3445%	1.3849%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
26A	TBD	1.6728%	1.7230%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
26B	TBD	1.4852%	1.5298%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
27A	TBD	1.6885%	1.7391%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
27B	TBD	1.5009%	1.5459%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
28A	TBD	1.7041%	1.7552%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
28B	TBD	1.5165%	1.5620%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
29A	TBD	1.7197%	1.7713%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
29B	TBD	1.5321%	1.5781%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
30A	TBD	1.7354%	1.7874%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
30B	TBD	1.5478%	1.5942%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
31A	TBD	1.7666%	1.8196%	To be completed prior to recording	To be completed prior to recording	4BD/4.5Bth	Public Hallway, Elevator & Stairs
31B	TBD	1.5790%	1.6264%	To be completed prior to recording	To be completed prior to recording	3BD/3.5Bth	Public Hallway, Elevator & Stairs
PH1	TBD	3.7522%	3.8647%	To be completed prior to recording	To be completed prior to recording	5BD/4.5Bth/DX/L/M/P	Public Hallway, Elevator & Stairs
32B	TBD	1.7197%	1.7713%	To be completed prior to recording	To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
33B	TBD	1.7354%	1.7874%	To be completed prior to recording	To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
PH2	TBD	3.8488%	4.0256%	To be completed prior to recording	To be completed prior to recording	5BD/4.5Bth/DX/L/M/P	Public Hallway, Elevator & Stairs
34B	TBD	1.7510%	1.8035%	To be completed prior to recording	To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
35B	TBD	1.7979%	1.8519%	To be completed prior to recording	To be completed prior to recording	4BD/3.5Bth	Public Hallway, Elevator & Stairs
PH3	TBD	5.1421%	5.3138%	To be completed prior to recording	To be completed prior to recording	6BD/7.5Bth/D/L/P	Public Hallway, Elevator & Stairs
PH4	TBD	5.4616%	5.6359%	To be completed prior to recording	To be completed prior to recording	5BD/4.5Bth/D/DX/LB/P/T	Public Hallway, Elevator & Stairs
Residential Totals		97.0000%	100.0000%				
C	TBD	3.0000%			Cellar & 1st Floor		Public Hallway & Stairs
Commercial Totals		3.0000%		N/A			
Grand Total:		100.0000%	100.0000%				

-

Total Offering

BD - denotes bedroom(s)

Bth - denotes bathroom(s)

DN- denotes den(s)

DX - denotes duplex

L- denotes private loggia(s)

LB- denotes library

M- denotes media room

P- Parking Space

T - denotes private terrace(s)

N/A - denotes not npplicable to Unit withheld from offering

* Superintendent's Unit(s).

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

175 EAST 82ND STREET CONDOMINIUM
175 EAST 82ND STREET
NEW YORK, NEW YORK 10028

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 175 East 82nd Street Condominium being newly constructed at 175 East 82nd Street, New York, New York.
"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium the Commercial Unit shall be solely responsible for the

payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit, commercial garbage collection; the cost of utilities, including, but not limited to, electricity, gas and water consumption in the Commercial Unit but only to the extent that the Commercial Unit is not separately metered and/or sub-metered with respect to those utilities; vault charges, if any, attributable to the Commercial Unit; repairs, maintenance and replacement of the Commercial Common Elements; and any other expense, which is not a Shared Common Expense, attributable to the Commercial Unit only.

"Commercial Unit" - An area designated on a portion of the cellar and ground or first floor of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be one (1) Commercial Unit.

"Commercial Unit Owner" - The Person, persons or entity owning the Commercial Unit.

"Common Charges" - In the case of the Residential Units, each Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents);

In the case of the Commercial Unit, the Commercial Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Commercial Unit Owner together with the payment by the Commercial Unit Owner of all or their proportionate share or Contributing Share of the Commercial Common Expenses (as defined in the Condominium Documents).

"Common Elements" - All portions of the Property other than Units. Common Elements are comprised of General

		Common Elements, Residential Common Elements and Limited Common Elements.
"Common Expenses"		(a) Expenses of operation of the Property, and (b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.
"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to the 175 East 82nd Street Condominium.
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.
"Contributing Share"		(a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or

contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units.

(b) In the case of the Commercial Unit, either 100%, or in the event the Commercial Unit is subdivided, a Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. Each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Unit.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"DOB" - Refers to the Department of Buildings of the City of New York.

"Equal or Better Quality" - This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

"Facility" or "Facilities" - As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the board scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation,

induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off value or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

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

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

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

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

(1) The land on which the Building is physically erected, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself or for its designee, and any successors or assigns thereof. Yard areas or other areaways at the Property, if any, other than the Limited Common Elements as described below, are not intended for public

use except for fire egress purposes and are subject to the easement rights, if any, of Sponsor, Sponsor's designee and/or the Commercial Unit Owner;

(2) At the cellar and first floor level: all foundations, footings, columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements or in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit from the corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit from corridors, utility and mechanical rooms and areas, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit below is attached; service corridors, fire corridors, halls, stairs, and stairway areas

located at the cellar level which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit and are not specifically designated below as Limited Common Elements; storage and utility areas, if any, located at the cellar level and which are not part of the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit; all cellar areas which are not part of the Residential Common Elements, Residential Limited Common Elements, residential elevator shafts and Commercial Unit and are not specifically designated below as Limited Common Elements;

(3) The utility and mechanical rooms and areas located at the cellar level of the Building, the janitors closet, storage closet, fire pump room, MDF room, storm tank room, elevator machine room, and sewer room, and gas and electric meter rooms at the cellar level, the gas meters, water meters and electric meters in the cellar; any and all cellar or other areas and Facilities which are not designated as part of a Unit or a Limited Common Element;

(4) The utility and mechanical rooms and areas located on the 20th floor (marketing floor M1) of the Building, including but not limited to the hot water heater room, the AHU room, the electric room, the ATS room, and the generator room.

(5) The one (1) service elevator, elevator machinery, shafts and pits; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Unit Owners;

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

(7) All sewer pipes and drainage pipes;

(8) All street vaults, if any, located at the cellar level adjacent to the common areas of the Building which are not designated below as Limited Common Elements; any other protrusion beyond the lot lines of the Building which are not part of a Unit or designated a Limited Common Element, all of which are subject to an easement in favor of the Commercial Unit Owner for fire egress purposes;

(9) Those portions of the main roof of the Building which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, the gas engine emergency generator, any ventilation or air-conditioning equipment to the extent same exist and/or are installed, and other related Facilities which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

(10) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building,

which service both the Commercial Unit and the Residential Units and/or the General Common Elements;

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

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

(13) Except as specifically noted, all other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

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

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities, including the Landmarks Preservation

Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

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

(1) Residential Common Elements:

(1a) At the second floor level and above: columns, beams, supports, bearing walls (except to the extent included below as Limited Common Elements in the dimension of a Unit); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Residential Units from the corridors, the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating the Residential Units from corridors, the elevator shafts, fire staircases and stairs

located beyond the unexposed face of the dry walls enclosing the Residential Units; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Residential Units below is attached; service corridors, fire corridors, halls, stairs, and stairway areas located at the second floor level and above which are beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing the Residential Units and are not specifically designated below as Commercial Common Elements or in the dimension of a Unit; storage and utility areas, if any, located at the second floor level and above and which are not part of the Residential Units or which are not specifically designated below as Commercial Common Elements, and are located beyond the unexposed face of the dry walls or blockwork or concrete work enclosing the Residential Units;

(1b) The common and public corridors and fire staircases located at the cellar level and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit, if any; and (ii) for the fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The trash compactor room and related Facilities located at the cellar level of the Building, together with any trash chute located on all floors of the Building, if any, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1d) The Residential entrances to the Building, together with their canopies, if any, located on East 82nd Street, the residential vestibule, seating area and lobby together with the adjoining elevator lobby, which shall be for the exclusive use of all the and Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants, their servicemen, consultants and/or repairmen, for fire egress purposes and access and/or egress to or from the Commercial Unit and/or the Commercial Common Elements, if any;

(1e) The residential storage room and bicycle storage room at the cellar level, and the mailroom and package room and Porte Cochere at the ground floor level, and the pool equipment room on the twentieth (20th) floor, and the pool, pool deck, pool storage room, sauna, lounge, media room, three (3) bathrooms, and outdoor recreational loggia area on the twenty-first (21st) floor, and the kids room, treatment room, fitness center, yoga studio, and two (2) bathrooms on the twenty-second (22nd) floor,

which service and shall be for the exclusive use of the Residential Unit Owners only in a manner to be determined by the Board of Managers;

(1f) The two (2) passenger elevators, passenger elevator machinery, shafts and pits; the elevator/stair bulkhead and elevator machine room, together with all Facilities related thereto, located on any floor level of the Building, which shall be for the use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, and subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit, if any;

(1g) Those portions of the roof of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Residential Units only, which shall be for the exclusive use of the Residential Unit Owners;

(1h) Any heating, air-conditioning and/or ventilation equipment, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1i) Any piping and/or ductwork which is necessary for the functioning of any heating, air-conditioning and/or ventilation equipment, cooling towers, hot water heaters, if any, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

(1j) The cooling tower(s), if any, or tanks on the roofs, or any other floor of the Building together with any related Facilities which only service the Residential Units or the residential portions of the Building;

(1k) The residential telecommunications connections, gas, water and sewer and/or electric meters and mechanical, gas, water and/or electric panels, closets, and respective rooms and/or feeders, risers and other improvements, residential cables, pipes, all of which serve the Residential Units and residential portions of the Building exclusively;

(1l) Any and all windows of the Building which are not part of a particular Residential Unit or the Commercial Unit;

(1m) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which only service the Residential Units;

(1n) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building

and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

(1o) The residential storage room, including any Storage Spaces located therein, at the cellar level of the Building. Each Storage Space shall be made available for the exclusive use of an individual Unit Owner pursuant to a Storage Space License between such Unit Owner and the Board of Managers. The use of any residential storage areas, including any Storage Spaces, shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers, including exclusive use license agreements in their sole discretion;

(2) Commercial Common Elements:

(2a) Those portions of the cellar, first floor, main roof of the Building, or any other level of the Building, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, any heating, air-conditioning and ventilation equipment or Facilities which service the Commercial Unit, which shall be for the exclusive use of the Commercial Unit Owner;

(2b) Commercial mechanical and/or electric meter(s), separate cold water meter(s), gas meter(s) and other utility meters (if any) and/or mechanical, electrical, gas, water rooms and/or closets servicing or

available for the exclusive use of the Commercial Unit, wherever located within the Building;

(2c) All installations or Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Commercial Unit only;

(2d) All remaining improvements, installations, apparatus or Facilities exclusively serving the Commercial Unit or which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Unit.

(3) Residential Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Residential Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, which must be gas-fired only, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such fireplace, together with any flue and/or duct-work attached thereto, shall be the responsibility of the individual Unit Owners of such Units;

(3c) The private terraces, loggias, balconies and/or the private roof terrace, if any, together with any walls and/or fencing delineating such areas, which are directly accessed from certain Residential Units or by the common staircase or elevator, as delineated on the Floor Plans, which shall be for the exclusive use of the Unit Owner of the respective Unit. Nonstructural, ordinary repairs and maintenance of the private terraces, balconies and/or the private roof terrace, if any, together with any walls and/or fencing which delineates such areas, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

(3d) The Garage which includes the Parking System, parking bay and vehicle storage which is anticipated to contain approximately eight (8) Parking Spaces, which will be Residential Limited Common Elements appurtenant to certain Residential Units. The maintenance, repair, and replacement of the Garage, Parking System, parking bay and vehicle storage area shall be the responsibility of the Unit Owners with Parking Spaces appurtenant to their Units.

"Majority" - Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or

(ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent"	-	A person employed by the Condominium Board pursuant to Article II, Section 4 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.
"Offering Plan"	-	The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".
"Operation of the Property"	-	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"PCO"	-	Refers to a permanent certificate of occupancy issued by the Department of Buildings of the City of New York.
"Permitted Mortgagee"	-	Refers to the holder of a Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holder(s) of the mortgages given by Sponsor to acquire and construct the Property, including the successors, assigns, and affiliates thereof.
"Person"	-	A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.
"Power of Attorney"	-	The document, signed by Unit Owners, which appoints:

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

(ii) the Sponsor and Commercial Unit Owner, as attorneys-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

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

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

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

"Recording officer and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Owners of the Residential Units shall be solely responsible for the payment of all expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units if not

collected by the City of New York; gas consumption for heat and hot water in the Residential Units, Common Elements, including the General Common Elements; water and sewer charges for the Residential Units and the Common Elements, including the General Common Elements; landscaping, fire extinguisher, elevator and HVAC maintenance; vault charges, if any, attributable to the common areas of the Building; and any other expense, which is not a Shared Common Expense, attributable to the Residential Units only or as provided in the By-Laws. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and heating for the Residential lobby and seating area on the first floor, common corridors at all levels, the bicycle storage room and residential storage room at the cellar level, the fitness room, yoga studio, lounge, treatment room, pool, sauna, common bathrooms, kids room, media room and other common areas throughout the Building, as well as mechanical and utility areas, and incidental water use in the bathrooms and such common areas, are expected to be *de minimis* as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Commercial Unit Owner shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense.

"Residential Unit"	-	A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.
"Residential Units"	-	Collectively, all the apartments in the Building.
"Residential Unit Owner"	-	Means the person, persons or entity owning a Residential Unit in fee simple absolute.

"Rules and Regulations"	-	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Residential Units. Brown Harris Stevens Marketing and Sales, LLC is the Selling Agent for the Residential Units pursuant to the terms of the Offering Plan.
"Sponsor"	-	The promoter of the project and/or Offering Plan to submit the Premises at 175 East 82nd Street, New York, New York 10028 to the condominium form of ownership; East 82 Owner LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."
"Sponsor's Initial Control Period"	-	Refers to the initial period during which Sponsor, including any designee thereof, retains control of the Board of Managers of the Condominium prior to relinquishing the same. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect or designate a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

"Storage Space"	-	Refers to the individual storage space located in the residential storage room at the cellar level of the Building which will be made available for the exclusive use of a Residential Unit Owner pursuant to the Storage Space License and which constitute Residential Common Elements.
"Storage Space License"	-	Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Space.
"Superintendent's Unit"	-	The residential apartment located on the second floor (Marketing Floor 3) of the Building and designated as Unit 3C which shall initially be used as the residence of the Building's superintendent and which shall be conveyed to the Board of Managers on behalf of all of the Residential Unit Owners. Pursuant to the terms of the Offering Plan, there will be one (1) Superintendent's Unit.
"TCO"	-	Refers to a temporary certificate of occupancy issued by the Department of Buildings of the City of New York.
"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a fireplace and/or private balcony, and/or private loggia, and/or a private terrace or roof terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water, ventilation and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.
"Unit Deed"	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

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

SCHEDULE D
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

175 EAST 82ND STREET CONDOMINIUM
175 EAST 82ND STREET
NEW YORK, NEW YORK 10028

POWER OF ATTORNEY

TO BOARD OF MANAGERS,

SPONSOR

AND

COMMERCIAL UNIT OWNER

UNIT OWNER'S POWER OF ATTORNEY

Terms used in this Unit Owner's Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as 175 East 82nd Street Condominium ("Condominium") and by the street number, 175 East 82nd Street, New York, New York 10028 under Article 9-B of the Real Property Law of the State of New York, dated _____, 202_, and recorded in the New York County Office of the Register of The City of New York, New York County, under CRFN _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, having an address at _____, the Owner of Unit No. _____ and also designated as Tax Lot No. _____ in Block 1511, Section _____ of the Borough of New York on the Tax Map of the Tax Map Unit of the City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 175 East 82nd Street Condominium jointly, true and lawful Agent and Attorneys-In-Fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, subject to the provisions of the By-Laws then in effect, (1) (a) to acquire or lease any Unit, together with its appurtenant interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as the Agent and Attorney-In-Fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the Agent and Attorney-In-Fact may determine, granting to the Agent and Attorney-In-Fact the power to do all things in the same premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or (b) any consent, covenant,

restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

The acts of majority of such persons shall constitute the acts of said Attorneys-In-Fact.

The undersigned do(es) hereby nominate, constitute and appoint EAST 82 OWNER LLC ("Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as Attorneys-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 16 and 17 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do(es) further nominate, constitute and appoint EAST 82 OWNER LLC or its designee as Attorney-In-Fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned and the Board of Managers, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable and shall expire by its terms upon sale or conveyance of the Unit.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

Unit Owner

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE E

BY-LAWS

OF

THE CONDOMINIUM OF THE PREMISES

KNOWN AS

175 EAST 82ND STREET CONDOMINIUM

175 EAST 82ND STREET
NEW YORK, NEW YORK 10028

BOROUGH OF NEW YORK

NEW YORK COUNTY, CITY AND STATE OF NEW YORK

DL PARTNERS
ATTORNEYS FOR SPONSOR
9 EAST 40TH STREET, 5TH FLOOR
NEW YORK, NEW YORK 10016
ATTN: JONHAROLD CICERO, ESQ.

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BY-LAWS

OF
THE CONDOMINIUM OF THE PREMISES
KNOWN AS

175 EAST 82ND STREET CONDOMINIUM
175 EAST 82ND STREET
NEW YORK, NEW YORK 10028

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership**. The property, located in the borough of Manhattan, New York, New York County, City and State of New York at 175 East 82nd Street, New York, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the New York County Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as 175 East 82nd Street Condominium and are sometimes referred to as the "Condominium" or "Condominiums."

Section 2. **Applicability of By-Laws**. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and all Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. **Application**. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Addendum To The By-Laws.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Definitions**. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in **Schedule C** to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 5. **Office**. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

BOARD OF MANAGERS

Section 1. **Status of the Board of Managers**. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2. **Number and Term**. The number of Managers which shall constitute the whole Board, other than the initial Board selected by Sponsor, shall be not less than five (5) and not more than nine (9). Until succeeded by the Managers elected at the first (1st) meeting of Unit Owners called for such purpose, Managers need not be Unit Owners; thereafter, all Managers, other than a representative of Sponsor or its designee, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first (1st) such meeting shall be five (5) (four (4) elected by the Residential Unit Owners (including Sponsor or its designee as to its Unsold Units) and one (1) designated by the Commercial Unit Owner (including Sponsor or its designee as to its Unsold Units). Thereafter, within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. There shall always be an odd number of Managers and the Commercial Unit Owner (including Sponsor or its designee as to Unsold Units) shall always maintain the right to designate one (1) Manager. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, the terms of the members of the Board of Managers shall expire annually.

Section 3. **Powers and Duties**. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the

Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

a. Contracting for the necessary services for operation, care, upkeep and maintenance of the Common Elements.

b. Determination of the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

c. Collection of the Common Charges and expenses of the Condominium from the Unit Owners.

d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

e. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VI, Section 16).

f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

g. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

h. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

i. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws.

j. Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

k. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

l. To incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (i) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (ii) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and bylaws;

m. Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

n. Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

o. Negotiation and settlement of all claims and actions relating to the Condominium.

p. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (p) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

q. Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments.

r. Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the closing of title to the first (1st) Unit ("First Unit Closing"), the Board of Managers may not,

without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to any contingency fund and/or capital replacement reserve provided for in Schedule B located in Part I of the filed Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed ten percent (10%) of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B located in Part I of the filed Offering Plan for the Property or (v) provide for new or additional services from those indicated in Schedule B located in Part I of the filed Offering Plan for the Property, unless the annual cost of all other services being provided, is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale or leasing of Units and/or Storage Spaces; (iii) interfere with the operation of general or sales and leasing offices at the Property or the actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 3r, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations or to remedy any notice of violation or to remedy any work order by an insurer.

s. Executing any transfer or conveyance documents, any note(s) and/or mortgage(s) and any related loan documents in connection with the Board's acquisition and/or financing and/or refinancing of the Superintendent's Unit on behalf of all Unit Owners.

Section 4. **Managing Agent and Manager**. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or Managing Agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (l), (o), (p) and (q) of Section 3 of this Article II. Except with respect to Sponsor or Sponsor's designee, the Managing Agent or manager may not be a member of the Board of Managers.

Section 5. **First Board of Managers**. The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first (1st) meeting of Unit Owners called for the purpose of electing Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 6. **Removal of Members of the Board of Managers**. At any regular or special meeting of Unit Owners, any one (1) or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner, may be removed with or without cause by an affirmative vote of Unit Owners whose aggregate Common Interest exceed fifty percent (50%) of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is a designee of the Sponsor or a Sponsor-designee, such Board Member shall be deemed to have resigned effective as of the date such ownership interest ceased.

Section 7. **Vacancies**. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a Majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of members designated by the Sponsor or Sponsor-designee or the Commercial Unit Owner, shall be filled only by the Sponsor or Sponsor-designee or the Commercial Unit Owner, as the case may be.

Section 8. **Organization Meeting**. The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a Majority of the members of the Board of Managers elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 9. **Regular Meetings**. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a Majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, telegraph or personal delivery to the Unit owned by such member of the Board of Managers, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 11. **Waiver of Notice**. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum of Board of Managers**. At all meetings of the Board of Managers, a Majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a Majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

Section 13. **Fidelity Bonds**. The Board of Managers shall, in its discretion, obtain fidelity bonds in the amount of $1,000,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent, if any. The premiums on such bonds shall constitute a Common Expense.

Section 14. **Compensation**. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 15. **Liability of the Board of Managers**. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. **Executive Committee**. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers, at least one (1) of whom shall be a member designated by the Sponsor or Sponsor-designee so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the managing of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Charges and expenses required for the affairs of the Condominium, (b) to determine the Common Charges payable by the Unit Owners to meet the Common Charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (p) of Section 3 of Article II.

Section 17. **Other Committees**. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one (1) of whom shall be designated by the Sponsor or a Sponsor-designee, so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed

by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 16 of Article II.

ARTICLE III

UNIT OWNERS

Section 1. **Annual Meetings**.

(a) Within thirty (30) days after the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all the Units or (ii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect and/or Designate Members of the Board of Managers. So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Units, the Sponsor or Sponsor-designee shall have the right to elect or designate at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest allocated to all the Units, or Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a Majority of the Board. Members of the Board of Managers shall serve for a term of one (1) year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control (thus ending "Sponsor's Initial Control Period") and will not elect or designate a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

(c) Subsequent to the expiration of Sponsor's Initial Control Period, all Board members, other than those members which the Sponsor or its designee have the right to elect or

designate hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. Notwithstanding anything herein to the contrary, such owner-occupancy requirement shall not apply to those Board Members designated by the Commercial Unit Owner. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

Section 2. **Place of Meetings**. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business**. The order of business at all meetings of the Unit Owners shall be as follows:

a. Roll call;

b. Proof of notice of meeting;

c. Reading of minutes of preceding meeting;

d. Reports of officers;

e. Report of Board of Managers;

f. Reports of committees;

g. Election of inspectors of election (when so required);

h. Election of members of the Board of Managers (when so required);

i. Unfinished business;

j. New business.

Section 7. **Title to Units**. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or limited liability company or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent or condonation of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. **Voting**. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. The Owners of each Unit (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one (1) or more Units) shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common or by a partnership, corporation, limited liability company, or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. **Majority of Unit Owners**. As used in these By-Laws the term "Majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. **Majority Vote**. The vote of a Majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. **Action Without Meeting**. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. **Designation**. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers**. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers is to act in the place of the President,

on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer**. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc**. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers**. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. **Liability of Officers**. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 15 of these By-Laws.

ARTICLE V

NOTICES

Section 1. **Definition**. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. **Service of Notice Waiver**. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the

person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges**. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective percentage of Common Interest or Contributing Share as the case may be. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any. Subject to the individual rights and obligations of the Commercial Unit Owner with regard to shared expenses as defined hereinafter, the Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, the real estate taxes and other expenses attributable to the Superintendent's Unit an amount for working capital of the Condominium for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Unit(s).

The Board of Managers shall also, where necessary, impose an Assessment or additional Common Charge in order to meet any unanticipated Common Expense. All such Assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interest or Contributing Share as the case may be. Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days written notice prior to the date upon which such Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Assessments as are provided herein for the collection of Common Charges, such Assessments constituting a Common Charge. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any Assessments for the repair, maintenance and/or replacement of the Residential Common Elements or Residential Limited Common Elements. The Board of Managers

shall advise all Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

The annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Common Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation" in the Offering Plan filed for the Property: payroll and related expenses; electricity; cooling tower; repairs and maintenance; services and supplies; insurance; management fee; legal and auditing fees; administration; Superintendent's Unit; contingencies; or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Commercial Unit to the extent the Commercial Unit benefits therefrom. The Shared Common Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners.

The payment of the Shared Common Expenses by the Owner of the Commercial Unit shall initially be based on the projections set forth in the foregoing budget, some of which are based on the individual Common Interest of the Commercial Unit. The payment of other Shared Common Expenses by the Owner of the Commercial Unit is specially allocated based upon projected usage by and applicability to the Commercial Unit and not simply based on the Common Interest of the Commercial Unit. Please see each specific budget item for the calculation of the allocation of the Shared Common Expenses to the Owner of the Commercial Unit. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Commercial Unit, then the Commercial Unit Owner will pay their fair share of such expense.

Except for those Shared Common Expenses set forth in the initial Budget for the First Year of Condominium operation which shall be paid for by each Residential Unit Owner and the Commercial Unit Owner based upon the Unit's percentage Common Interest, or Contributing Share, or any allocation specifically noted herein, as the case may be, if the Commercial Unit Owner uses or incurs a disproportionate portion of any subsequent Shared Common Expense relative to their Common Interest (whether too low or too high), then the Commercial Unit Owner shall be required to pay only their fair share of such subsequent expense.

In the event the Commercial Unit Owner and the Condominium cannot agree upon such "fair share" of a new expense or a Shared Common Expense, then same shall be determined by a licensed real estate broker selected by the Condominium and the Commercial Unit Owner. In the event the Condominium and Commercial Unit Owner cannot agree upon a real estate broker, or if the Condominium and the Commercial Unit Owner cannot agree on any decision or determination to be made in connection with the Shared Common Expenses or a new expense to be paid by the Commercial Unit Owner, then, in such event, the Commercial Unit Owner and the Condominium, at the sole option of the Commercial Unit Owner only, shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the

Condominium. The decision of the arbitrator shall be final and binding. In the event that the Commercial Unit Owner elects not to arbitrate, the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Units Owners may exercise all remedies available to them in equity and at law.

The Condominium Board shall advise all Unit Owners in writing promptly after same are determined of the amount of Common Charges payable by each of them and, not later than ten (10) days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

Notwithstanding anything herein to the contrary, but subject to the dispute resolution procedures set forth in Article XV hereof and the payment, collection and enforcement provisions of these By-Laws in general, the Commercial Unit Owner and the Residential Unit Owners, jointly, shall each be solely responsible for the payment of the following expenses. The Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; the cost of utilities, including but not limited to, electricity, gas, water and sewer in the Commercial Unit that are separately metered and/or sub-metered for the Commercial Unit Owner; vault charges, if any, attributable to the Commercial Unit; repairs, maintenance and replacement of the Commercial Common Elements; and any other expense, which is solely attributable to the Commercial Unit only and not a Shared Common Expense. The Residential Unit Owners shall be solely responsible for the payment of all expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units if not collected by the City of New York; gas consumption for heat and hot water in the Residential Units, Common Elements, including the General Common Elements; water and sewer charges for the Residential Units and the Common Elements, including the General Common Elements; landscaping, fire extinguisher, elevator and HVAC maintenance; vault charges, if any, attributable to the common areas of the Building; and any other expense, which is not a Shared Common Expense, attributable to the Residential Units only or as provided in the By-Laws. Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity, gas, and water/sewer service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and heating for the Residential lobby on the first floor, common corridors, the bicycle room and residential storage room at the cellar level, the pool, sauna, treatment room, media room, lounge, fitness center, yoga studio, kids room and other common areas throughout the Building, as well as cellar and twentieth (20th) floor mechanical and utility areas, and incidental water use in the common bathrooms and such common areas, are expected to

be *de minimis* (insignificant/minor) as they pertain to the General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs remain *de minimis* as they pertain to the General Common Elements, the Commercial Unit Owner shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense. In addition, gas usage within the Residential Units is metered and billed as a common expense.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser. Until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Schedule B, if any; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

Section 2. **Insurance**. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) an all risk property policy, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including any improvements and betterments installed by Unit Owners or any furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker, or the amount of insurance necessary to avoid the effects of co-insurance; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of

Managers and the Insurance Trustee, if any, as herein provided; (b) worker's compensation insurance, if the Condominium has employees; (c) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers, including any person or persons handling or responsible for funds of the Condominium; (d) disability benefits insurance if the Condominium has employees; and (e) such other insurance, including, but not limited to, boiler and machinery insurance and elevator collision insurance, as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than $100,000.00), and that the total proceeds thereof, if $100,000.00 or less, shall be payable to the Board of Managers and if more than $100,000.00 shall be payable to the Insurance Trustee, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insured to the extent as their interests shall also appear. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies if so requested in writing by them.

In the event that the damage resulting from a fire or other casualty loss shall (a) render one (1) or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (b) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate covering all claims for bodily injury with respect to any one (1) occurrence.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the

liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

The insurance policy for the Condominium obtained by the Board of Managers should require the insurer to notify in writing the Board of Managers (or insurance trustee) and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

If, by reason of the occupancy or use of a particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Section 3. **Repair or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest do duly and promptly resolve not to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. If the cost of such repair and restoration is in excess of the insurance proceeds, the Board of Managers shall levy a Special Assessment against all Unit Owners, for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the trust funds to be disbursed by the Insurance Trustee, if any, or the Board of Managers, as the case may be. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale,

together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, if any, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after first payment out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjustor retained by the Board of Managers. Wherever the words, "promptly resolve" are used it shall also mean not more than sixty days from the date of receipt of said insurance funds.

Section 4. **Payment of Common Charges**. All Unit Owners shall be obligated to pay the Common Charges, including Assessments assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges, including Assessments assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges, including Assessments, assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Charges, including Assessments, assessed prior to the foreclosure sale.

Section 5. **Collection of Common Charges and Assessments**. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any Assessment due from any Unit Owner which

remain unpaid for more than thirty (30) days from the due date thereof. Common Charges shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late.

Pursuant to Real Property Law Section 339-kk, the Board of Managers has the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if a Non-Occupying Unit Owner is not current on his or her Common Charges, Assessments or late fees, hereinafter ("Charges"). In order to collect rents directly from the Tenant, the Non-Occupying Unit Owner must fail to make the payment of Charges within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and the Non-Occupying Unit Owner providing that, commencing immediately and until such time as all payments for all Charges are made current, all rental payments are to be made directly to the Condominium at the address provided in the notice. Once all Charges are current the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such payment and that thereafter all future rental payments should be made to the Non-Occupying Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present his or her supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of Board receiving notice of contest). The Board shall have the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Section 6. **Default in Payment of Common Charges or Assessments**. In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges, or any Assessment as determined by the Board of Managers, which default is greater than fifteen (15) days, such Unit Owner shall be obligated to pay interest at the highest legal rate on such Common Charges, or Assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or Assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or Assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339aa thereof. A Unit Owner defaulting in payment of Common Charges or Assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 7. **Foreclosure of Liens for Unpaid Common Charges**. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and/or Storage Space and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. **Statement of Common Charges and Assessments**. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges, including Assessments, due from such Unit Owner.

Section 9. **Abatement and Enjoinment of Violations by Unit Owners**. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Section 10. **Maintenance and Repairs**.

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

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

b. All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and Unit windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

c. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iii) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (iv), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

d. Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall (i) comply with all applicable law and building codes; (ii) shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units; and (iii) shall not affect the structural integrity of the Building.

e. Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any balcony, loggia, terrace, roof terrace, roof, or other

part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein (the cost of debris and snow removal from the sidewalks in front of the residential lobbies and the common roof terrace located at the main roof of the Building shall be a Residential Common Expense and shall only be the responsibility of the Board of Managers; the Commercial Unit Owner shall only be responsible for the cost of removing debris and snow from the sidewalks directly in front of the entrances and from the entire sidewalk which is adjacent to their Commercial Unit; and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks (with the exception of Commercial Sidewalks, as defined herein), plantings and/or shrubbery, including the planters in which they are contained, in front of the Building shall be a Residential Common Expense. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to terraces, balconies, roof terraces, and the interior and exterior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

Section 11. **Restrictions on Use of Units**. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a. The Residential Units shall be used only for general residential use, except that a Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Residential Unit may also be used as a professional office by a resident thereof, provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained.

Notwithstanding the foregoing, the Sponsor or Sponsor-designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on the Property; (iii) to do all things necessary or appropriate, including the use

of the Common Elements, to sell or lease Units and to comply with its obligations.

Except as hereinafter provided, and subject to the conditions of the Special Permit, the Commercial Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, including any grandfathering of prior uses.

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

The Commercial Unit may be used between the hours of 6:00 a.m. and 4:00 a.m. (New York Time) for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Commercial Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth

collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (unless such dry cleaning and/or laundry is done off premises); (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes.

No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Commercial Unit Owner, as applicable.

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

Storage Spaces shall, at all times, be used only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Storage Space. Unit Owners, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration, By-Laws and any and all rules and regulations of the Condominium for the Building as the Board of Managers for the Condominium, or its agents, may from time to time adopt.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Space will not be applicable to a Storage Space held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without

the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Spaces for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Spaces.

b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, doormats, packages, or objects of any kind shall be placed in the lobbies, public halls, public stairways, the elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobbies, public halls, public stairways and elevators shall be used only for normal passage through them.

c. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

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

e. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

f. With the exception of the Commercial Unit, no portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit, including the Limited Common Elements appurtenant thereto) may be rented.

g. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (hereinafter referred to collectively as “Smoking Apparatus”) in any area of the Building, whether

indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, loggia, terrace, and/or yard. In addition, no person may smoke or otherwise burn any Smoke Apparatus within fifteen feet (15') of any outside entrance to the Condominium or within fifteen feet (15') of any outdoor air intake or operable window opening onto Common Elements or Units.

h. A Parking Space may be used only for the storage of personal vehicles of Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be kept therein.

Parking Spaces shall, at all times, be used only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of vehicles stored in the Parking Space. Unit Owners, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration, By-Laws and any and all rules and regulations of the Condominium for the Building as the Board of Managers for the Condominium, or its agents, may from time to time adopt.

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

The terms of sub-paragraph (b) of this Section 11 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. So long as Sponsor owns any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to any entrance

thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan.

Section 12. **Additions, Alterations or Improvements by Board of Managers**. Subject to the provisions of Section 3 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. **Additions, Alterations or Improvements by Unit Owners**. Except as provided below, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the

Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13 which requires the consent of the Board of Managers in connection with a structural addition, alteration or improvement or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, shall not apply to Units owned by the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit. Neither the Sponsor or its designee nor the Commercial Unit Owner with respect to the Commercial Unit shall need such consent. All other provisions of this Section 13 shall apply to all Units.

For example, with respect to any structural addition, alteration or improvement to a Sponsor-owned Unit or the Commercial Unit, such work shall be at the sole cost and expense of the Sponsor and/or its designee or the Commercial Unit Owner, and be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and workmen's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by said Sponsor or its designee or the Commercial Unit Owner, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any structural alteration, addition or improvement, or due to improper design or construction of any structural alteration, addition or improvement. Additionally, the Sponsor and/or its designee or the Commercial Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with any services provided to such alteration, addition or improvement.

Notwithstanding anything to the contrary contained in this Section 13, however, Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or the Commercial Unit Owner shall have the right, pursuant to the terms of Paragraphs 8 and 17 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by any of them whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by any of them.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

Notwithstanding anything to the contrary in this Section 13, no alteration shall be made by any Unit Owner which shall materially delay, prevent or adversely affect, or create a significant

risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary certificate of occupancy ("TCO") or permanent certificate of occupancy ("PCO") for any Unit or the Building. Prior to the issuance of the PCO for the Building, any Unit Owner desiring to perform such alterations, in addition to satisfying any other requirements of these By-Laws with respect to such alterations, must also notify Sponsor or its designee, in writing of the scope of the proposed alterations and satisfy the requirements of Sponsor or its designee and obtain the consent of Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. In furtherance thereof, a Unit Owner performing alterations, shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains with Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owners fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled, upon reasonable notice and in compliance with the requirements of applicable law, to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

Section 14. **Use of Common Elements and Facilities**. A Unit Owner shall not place or cause to be placed in the public halls and stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The lobbies, public halls and stairways or other common areas shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-designee shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 11 of this Article VI and in conjunction with the Sponsor's or a Sponsor designee's exercise of the rights retained by Sponsor in the Condominium Declaration.

The Owner or Owners of any two (2) or more Units, which Units are the only Units serviced or benefitted by any General Common Elements or Limited Common Element adjacent or appurtenant to such Units (for example, the portion at the end of any hallway that is directly adjacent to any such Units located on opposite sides of such hallway will, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed), have the right to use such General Common Elements or Limited Common Elements exclusively, as if it were a part of such Units (including the right, in the example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such an event, however, such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General Common Element or Limited Common Element for so long as such Owner or Owners exercise such exclusive right of use and (ii) restore such General Common Element or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

Further, the Board of Managers shall have the authority to promulgate additional rules regarding use of and access to the Storage Spaces and the procedures for assigning the Storage Space License. As part of the sale of his Unit, or with regard to the sale of a Storage Space License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Space License to the Board of Managers which shall be authorized to reissue such Storage Space License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale.

Any Residential Unit Owner assigned a Storage Space in the Building will be required to execute a Storage Space License governing the use of the Storage Space. The Storage Space License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Space from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Space License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space in question will devolve to the Board of Managers which shall have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Spaces to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Spaces held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Space to residents or the Commercial Unit Owner or its tenant(s) in its sole discretion with charge and without the consent of the Board of Managers of the Condominium. The Board cannot make any representation that the Storage Spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Spaces. Residential Unit Owners who place items in the Storage Spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with applicable Law regarding the Storage Spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover

With regard to a Storage Space held by the Sponsor or a Sponsor-designee, the assignment or rental of a Storage Space held by Sponsor or a Sponsor-designee does not require the simultaneous ownership by Sponsor or a Sponsor-designee of a Residential Unit. Further, regarding a Storage Space held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Space to residents or the Commercial Unit Owner or its tenant(s) in its sole discretion without charge and without the consent of the Board of Managers of the Condominium.

With respect to the Residential Units with Parking Spaces, the eight (8) parking spaces ("Parking Spaces") will be Residential Limited Common Elements appurtenant to certain Residential Units. Since the Garage includes an automated Parking System, it will not be attended and the Parking Spaces in the Garage will not be assigned spaces.

One (1) of the eight (8) Parking Spaces will be a Residential Limited Common Element appurtenant to the Superintendent's Unit (Unit 3C) and shall be designated as a handicapped parking space ("Handicapped Space"). Pursuant to the terms of the Condominium Declaration and these By Laws, the Handicapped Space, which is located on the ground floor of the Building has been designated as a handicapped parking space.

In the event the present or future Owner of a Residential Unit at the Property, or member of his or her family, becomes handicapped and said Residential Unit Owner does not have a Parking Space appurtenant to their Residential Unit, said Residential Unit Owner has the right to demand that the Condominium Board, rent the Handicapped Space at the then current, fair market rent, to said handicapped Residential Unit Owner. All costs and expenses entailed in the lease of Handicapped Space including, without limitation, reasonable attorney fees and costs shall be borne by the party requesting the lease.

If the parties cannot agree on the fair market value for the rental fee of the Handicapped Space, then the parties agree to submit the matter to binding arbitration in accordance with Article XV of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, the Managing Agent or Residential Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them. Whenever any notice is required to be given under the provisions of the Declaration or the 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.

The Parking System may not be serviced by an emergency generator. In the event of a power outage or blackout, the Parking System may not be able to retrieve or receive any vehicles. Any resulting loss or damage or costs related to the inaccessibility of the Parking System will be at the sole cost of the Residential Unit Owners with Parking Spaces appurtenant to their Units. The Condominium Board, its agents and employees, and Sponsor make no representations about access to the Parking System during any such outage or blackout and Residential Unit Owners with Parking Spaces appurtenant to their Units will not be entitled to any abatement in the monthly fees for any Parking Space. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any direct or indirect loss, damage or cost related to the inaccessibility of the Parking System caused by power outages, flooding, temperature fluctuations, mechanical failure or other causes in the Parking System. Unit Owners storing vehicles in the Parking System do so at their own risk and are advised to consult with their insurance brokers regarding appropriate insurance coverage for such vehicles while stored in the Parking System.

A Parking Space may be used only for the storage of personal vehicles of Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or

explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be kept therein.

Section 15. **Right of Access**. A Unit Owner shall grant a right of access to his Unit and/or Storage Space, if applicable, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit or Storage Space, and threatening another Unit, Storage Space, or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. **Rules of Conduct**. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or its designee remains the Owner of one (1) or more Units and/or Storage Spaces, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or its designee without Sponsor's prior written consent. Additionally, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Commercial Unit without the prior written consent of the Commercial Unit Owner affected.

Section 17. **Real Estate Taxes, Water Charges and Sewer Rents.** In the event Sponsor has elected, in its sole and absolute discretion, not to establish at the First Unit Closing the real estate tax escrow described in the "Real Estate Taxes" section of the Offering Plan, then until the Units are separately assessed for real estate tax purposes, the Board of Managers shall charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, and the Board of Managers shall in turn pay such taxes to the proper authorities of the City of New York, or instead directly to Sponsor if Sponsor has paid such taxes.

Water shall be supplied to all of the Residential Units and the Common Elements on the basis of one (1) or more meters for the Building. The Board of Managers shall pay, as a Residential Common Expense, all charges for water consumed in the Residential Units and in the Common Elements, including the General Common Elements, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Any water and sewer bills received by a Residential Unit Owner shall immediately be rendered to the Board of Managers

for payment. In no event shall the Board of Managers be responsible for loss of service to any Residential Unit, interest or penalties, due to a delay in paying such bills resulting from a Unit Owner not tendering a bill. Any interest or penalties due for such late payments will be an additional assessment to be paid by the Residential Unit Owner who failed to timely tender any bill. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Water consumption in the Commercial Unit will be separately metered or submetered and the cost thereof shall be the sole expense of the Commercial Unit Owner.

Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the cost of water/sewer service provided to the General Common Elements. Such utility cost, including, but not limited to incidental water use in the cellar mechanical and utility areas, is expected to be *de minimis* as it pertains to the General Common Elements, as compared to water usage by the Residential Common Elements and Residential Units. Provided this cost remains *de minimis* as it pertains to the General Common Elements, the Commercial Unit Owner shall have no obligation to contribute thereto and such cost shall remain a Residential Common Expense.

Section 18. **Electricity and Gas**. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters or submeters. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit to the public utility.

The electricity serving the Common Elements, including the General Common Elements, shall be separately metered by one (1) or more meters or submeters. The Board of Managers shall pay the bills for electrical consumption in the Common Elements, including the General Common Elements, as a Residential Common Expense.

Gas consumption will be metered by Con Edison. Two (2) gas meters will be provided as follows: One (1) meter for space heating (corridors and lobbies) and the domestic hot water systems of the Building. One (1) meter will be for the emergency gas generator. The cost of this use will be borne by the Residential Unit Owners as a residential common expense and will be allocated to each residential unit as noted in the plan.

Notwithstanding anything to the contrary herein, the Residential Unit Owners shall pay, as a Residential Common Expense, the costs of electricity and gas service provided to the General Common Elements. Such utility costs, including, but not limited to, lighting and heating for the Residential lobby on the first floor, common corridors, the bicycle room and residential storage room at the cellar level, the pool, sauna, treatment room, media room, lounge, fitness center, yoga studio, kids room and other common areas throughout the Building, as well as cellar and twentieth (20th) floor mechanical and utility areas, and incidental water use in the common bathrooms and such common areas, are expected to be *de minimis* (insignificant/minor) as they pertain to the

General Common Elements, as compared to usage of such utilities by the Residential Common Elements and/or Residential Units measured by common meters. Provided these costs *remain de minimis* as they pertain to the General Common Elements, the Commercial Unit Owner shall have no obligation to contribute thereto and such costs shall remain a Residential Common Expense. In addition, gas usage within the Residential Units is metered and billed as a common expense.

Section 19. **Review of Real Estate Tax Assessments**. It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Section 20. **Vault Charges.** All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the common areas of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Residential Common Expense.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Board of Managers**. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. **Notice of Default**. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished

to the Board of Managers and shall accept cure of any default from each holder of a mortgage conveying a Unit in default.

Section 4. **Examination of Books**. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice to the manager, managing agent or Board of Managers on business days.

Section 5. **Notice of Changes to Units and/or Common Elements**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed amendment to the Condominium Offering Plan, Declaration and/or By-Laws effecting a change in (i) the size or location of any Unit or the exclusive easement rights, if any, appertaining thereto; (ii) any change in the percentage of Common Interest of a Unit or Common Charges payable by a Unit Owner to the Condominium; (iii) any change in the number of votes each Unit Owner shall be entitled to cast at a meeting of Unit Owners; and (iv) any change to the restrictions on use of the Units or Common Elements.

Section 6. **Notice of Termination of the Condominium**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed termination of the Condominium.

Section 7. **Notice of Condemnation or Casualty**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any taking in condemnation or by eminent domain or any casualty loss of a material portion of the Common Elements or a portion of any Unit on which there is a first mortgage.

Section 8. **Notice of Insurance**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

Section 9. **Consent of Mortgagee**. The right of a Unit Owner who mortgages his Unit and who is also a licensee pursuant to a Storage Space License Agreement, to assign the Storage Space License is subject to (i) the consent of the mortgagee of any mortgage loan encumbering such Unit Owners Unit and (ii) compliance by such Unit Owner with the requirements of mortgagee including, but not limited to, if required by mortgagee, the pledge and grant of a first priority security interest in all Licensee's right, title and interest in and to the Storage Space License as collateral security to mortgagee for the prompt and complete payment and performance of all of such Unit Owner's obligations under the mortgage.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to a mortgagee, there shall be implied mortgagee approval when a mortgagee fails to respond after sixty (60) days' written notice provided notice was delivered by certified or registered mail with a return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases**. No Unit Owner other than the Sponsor or a Sponsor-designee or the Commercial Unit Owner may sell or lease his Unit, Storage Space, or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee or the Commercial Unit Owner need not comply with such provisions. Sponsor or a Sponsor-designee or the Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers or the Managing Agent, to sell its Unit(s) and/or Storage Space(s) or lease its Unit(s) and/or Storage Space(s), or, in the case of the Commercial Unit, lease any part thereof, without the Board of Managers having any right of first (1st) refusal to purchase or lease such Unit(s) and/or Storage Space(s), and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee or the Commercial Unit Owner, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee or the Commercial Unit Owner with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

With regard to a Storage Space License, the following restrictions apply. A Storage Space License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Space License in question will devolve to the Board of Managers which will have the right to issue a new Storage Space License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Spaces to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Spaces held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Spaces to residents or the Commercial Unit Owner or its tenant(s) in its sole discretion without charge and without the consent of the Board of Managers of the Condominium, so long as permissible by applicable regulations and zoning laws. However, the Sponsor and/or a Sponsor-designee will only sell a Storage Space License to a Residential Unit Owner.

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any Storage Spaces, including, but not limited to, increasing the number of Storage Spaces, in its sole discretion in order to sell, assign and/or lease any of the Storage Spaces.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside

Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said twenty (20) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within twenty (20) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not to accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the twenty (20) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any

part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by Julius Blumberg, Inc., or The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

Further, for eighteen (18) months subsequent to the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale or lease, or resell or lease the Unit, without Sponsor’s prior written consent, which consent may be withheld or delayed, in Sponsor’s sole and absolute discretion. Notwithstanding the foregoing, such restriction shall not apply to a sale or lease to such Unit Owner' s Family Member(s), or a trust for the benefit of such Family Member(s) or to an entity or individual that owns more than 50% of the legal and beneficial interest of such Unit Owner or to an entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof. This provision is to survive closing of title to the Unit. Any purported sale or lease of a Unit in violation of this provision shall be voidable at the election of the Sponsor or its designee, as the case may be. The foregoing restriction shall not apply from and after the date that Sponsor has conveyed title to all of the Units.

The right of first refusal contained in Article VIII hereof will not pertain to and will not adversely affect the rights of a mortgagee or its assignee: (a) to foreclose or take title (by itself or in an affiliate) to a condominium Unit pursuant to the remedies in the mortgage; (b) to accept a deed or assignment in lieu of foreclosure (to itself or an affiliate) in the event of a default by mortgagor; (c) to sell or lease a Unit acquired by the mortgagee, its affiliate or assignee; or (d) in connection with a foreclosure sale transaction.

Section 2. **Consent of Unit Owners to Purchase or Lease of Units by Board of Managers**. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the

Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. **Release by Board of Managers of Right of First Refusal**. The right of first (1st) refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. **Certificate of Termination of Right of First (1st) Refusal**. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. **Financing of Purchase of Units by Board of Managers**. Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. **Exceptions**. The provisions of Section 1 of this Article VIII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner of his or her Unit, together with the Appurtenant Interests, to his or her spouse or to any of his or her children or to his or her parent or parents or to his or her brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee or a Commercial Unit Owner, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu

of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. **Gifts and Devises, etc**. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. **Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common**. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Common Charges and Assessments**. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11. **Mortgage of Units**. No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. Sponsor, Sponsor's-designee or the Commercial Unit Owner may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. **Fees and Charges**. The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VIII except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or a Commercial Unit Owner. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or a Commercial Unit Owner.

ARTICLE IX

CERTAIN REMEDIES

Section 1. **Self Help**. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his or her Unit or its appurtenant Limited Common Elements pursuant to the terms of Article VI hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 2. **Abatement and Enjoinment**.

a. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

b. The violation or breach of any of the terms of the Condominium Documents with respect to any of the rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 3. **Remedies Cumulative**. The remedies specifically granted to the Board of Managers or to the Sponsor or its designee in this Article IX or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one (1) time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 4. **Costs and Expenses**. All sums of money expended, and all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees, by (i) the Board of Managers in

connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 1 or paragraph (a) of Section 2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (b) of Section 2 hereof, shall be immediately payable by such Unit Owner to the Board of Managers in the event set forth in subparagraph (i) hereof or by the offering party (i.e., the Board of Managers or the Unit Owner) to Sponsor, in the event set forth in subparagraph (ii) hereof, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month, but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law. All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE X

CONDEMNATION

Section 1. **Condemnation**. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $100,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than $100,000.00. If seventy-five percent (75%) or more of the Unit Owners, including Sponsor and/or Sponsor's designees as the Holder of Unsold Units, duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, if any, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners, including Sponsor and/or Sponsor's designees as the Holder of Unsold Units, do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to

such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE XI

RECORDS

Section 1. **Records and Audits**. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or, public accountant by March 15th of each calendar year for the prior fiscal year;

(b) Prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium, within ten (10) days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver**. No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. **Insurance Trustee**. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of twenty-five (25) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of ten (10) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 6. **Definition of "Mortgagee"**. As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" shall include the holder of any construction loan mortgage which shall be a lien on a unit.

Section 7. **Nondisturbance Agreement**. At the request of the Commercial Unit Owner, the Board shall execute and deliver to any tenant of such Commercial Unit Owner an agreement providing in substance that so long as any lease pursuant to which such tenant occupies space in the Building is in full force and effect and there is no default by said tenant thereunder after notice and the expiration of any applicable grace period, and provided said tenant attorns to and recognizes the Board (or any successor thereto) as tenant's landlord pursuant to its lease (and executes and delivers any instrument which the Board or its successor may reasonably request to evidence such attornment), that the rights of tenant under its lease and the possession of tenant shall not be affected or disturbed and said lease shall not terminate as a result of any foreclosure or other action pursuant to the Declaration and By-Laws to obtain possession of a Commercial Unit by the Board.

Section 8. **Lot-Line Windows**. There are lot-line windows in certain Units along the north façade of the Building (collectively, the "Lot-Line Windows"). Specifically, the Lot-Line Windows are located as follows:

Unit	Location
10-12C (Construction floors 9-11)	Primary Bedroom

14-16C (Construction floors 12-14)	Primary Bedroom & Bedroom #2
17-21B (Construction floors 15-19)	Primary Bedroom & Living/Dining Room
26-31B (Construction Floors 23-28)	Primary Bedroom & Living/Dining Room
32-35B (Construction Floor 29-32)	Primary Bedroom & Living/Dining Room
PH2 (36A) (Construction Floor 33)	Bedrooms #3, 4 and 5.

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. However, pursuant to the easement granted by 170 East 83rd Street, under the Zoning Lot Development Agreement, dated June 5, 2024 and recorded in the Office of the Register of The City of New York of the County of New York on June 6, 2024 as CRFN 2024000147094 and filed under NYC Department of Finance control number 2024060600371006, the above listed Lot-Line Windows are not subject to these limitations and requirements and are permitted to provide Code required natural light and ventilation to the dwelling units they serve. The lower limiting plane is at Elevation 155.00FT, according to NAVD 88, which is below the 9th Floor of the building.

All windows at the Building are fully compliant with all applicable building codes and regulations.

ARTICLE XIII

AMENDMENTS TO THE BY-LAWS

Section 1. **Amendment to By-Laws**. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. However, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or its designee, in the sole discretion of Sponsor or its designee, as the case may be, without the prior written consent of Sponsor or its designee. Additionally, the By-Laws, including the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect (i) the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner, or (ii) the lien of any mortgage without the prior written consent of the mortgagee.

Notwithstanding anything contained herein, Sponsor hereby reserves for itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners for the sole purpose of conforming the By-Laws to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of the HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing. Further, Sponsor reserves for itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners, to correct any inconsistencies or scrivener's errors in these By-Laws.

ARTICLE XIV

CONFLICTS

Section 1. **Conflicts**. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XV

ARBITRATION

Section 1. **Procedure**. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a preceding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. Such arbitration shall be required to be submitted as expedited arbitration. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one (1) arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 2. **Variation by Agreement**. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect**. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses**. The fees, costs and expenses of the arbitrator shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

SCHEDULE A

ADDENDUM TO THE BY-LAWS OF THE CONDOMINIUM OF THE PREMISES KNOWN AS 175 EAST 82ND STREET CONDOMINIUM 175 EAST 82ND STREET NEW YORK, NEW YORK 10028

RULES AND REGULATIONS

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

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

The Commercial Unit may be used between the hours of 6:00 a.m. and 11:00 p.m. (New York Time) for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws, except that a Commercial Unit may not be used for the following purposes: (i) as a massage parlor, adult bookstore, peep show or adult entertainment facility, or as any other sex-related commercial establishment or other commercial establishment

where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; (ii) as a waste transfer facility or station, for storage of hazardous materials or to store any trash or garbage other than as incidental to another permitted use of the Unit; (iii) as an off-track betting or other gambling establishment; (iv) as a thrift store, pawn shop, liquidation outlet, flea market or other store selling used, damaged, discontinued or surplus merchandise; (v) as an auction house for the conduct of an auction, except that an auction house for the auction of fine art and/or other high worth collectibles shall be permitted; (vi) as a bowling alley or billiard hall; (vii) as a dating or escort service; (viii) as a nightclub or discotheque; (ix) as an establishment offering palm reading or other spiritual services; (x) as a video arcade; (xi) as a homeless shelter or drug or alcohol rehabilitation center; (xii) as a dry cleaning and/or laundry facility; (unless such dry cleaning and/or laundry is done off premises); (xiii) as a funeral parlor; (xiv) as a furrier or fur salon; (xv) as a pet shop or bird shop; or (xvi) for any illegal purposes.

No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Commercial Unit Owner, as applicable.

Any Owner of the Commercial Unit and any tenants of such Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, repair, replace and maintain either within or in the immediate location of such Unit below the windows at the second (2nd) floor level and on the sidewalk adjacent to such Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, with the prior written consent of the Board of Managers, but without charge or other limitation, to install, or erect, repair, replace and maintain in the immediate location of such particular Unit below the windows at the second (2nd) floor level, but not to interfere with the entrance of any other Unit, a canopy and/or awning for advertising or identification purposes or an automatic teller machine ("ATM") to be used in conjunction with the use of the Unit. Such Unit Owner and any tenants of space in the Unit shall comply with all of the laws, orders and rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or their tenants shall obtain and pay for all permits required for such signs, canopy and/or awning/ATM and any necessary renewal fees. The Commercial Unit Owner or their tenants shall obtain and pay for all permits required for such equipment and any necessary renewal fees. Such Unit Owners shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair, replace and maintain window protection devices. Such Unit Owner and any tenants of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the

governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owner or their tenants shall obtain and pay for all permits required for such installation and any necessary renewal fees related thereto.

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

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

Any Residential Unit Owner who has a Parking Space appurtenant to their Residential Unit is advised that Parking Space may be used only for the storage of personal vehicles of Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be kept therein.

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

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

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

5. No window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted.

6. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers, unless such installation is required by law, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

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

8. No plantings shall be permitted on any exterior surface of the Building adjacent to a Unit without the prior written consent of the Board of Managers.

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

10. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights,

comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

11. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, or any terrace, roof terrace, loggia or balcony, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, or open areas, or placed upon the window sills of the Building.

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

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

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

15. Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units by a Unit Owner unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. All dogs must be licensed by the New York City Department

of Health, have appropriate yearly shots and be examined regularly by a veterinarian. Unit Owners shall provide Board of Managers with all such documents evidencing licensing, shots and veterinary examinations upon request. No tenant of any Unit pursuant to a lease or other occupancy agreement shall be permitted to raise, breed, keep, or harbor any bird, reptile, or animal, including a domesticated dog or cat without, in each instance, having first been expressly permitted to do so, in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, balconies, terraces, roof terraces or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a dog weighing more than forty (40) pounds, or to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

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

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

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

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

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

21. No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of the Commercial Unit may install and use extra equipment in the risers and conduits

servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

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

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

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

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

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

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

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

29. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements

of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

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

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements, including Storage Spaces, recreation, or service purposes in the Building, but excluding Residential Limited Common Elements.

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

33. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit and/or Storage Space at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit and/or Storage Space for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or Storage Space for its permitted purposes.

34. The Board of Managers or the Managing Agent shall retain a pass-key to each Unit and Storage Space. No Residential Unit Owner shall change any lock on any door leading into his Unit and/or Storage Space without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit and/or Storage Space promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit and/or Storage Space. If Sponsor or the Board of Managers must gain access to a Residential Unit and/or Storage Space for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit and/or Storage Space caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit and/or Storage Space at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent

or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit and/or Storage Space without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

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

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

37. The use of the residential Storage Spaces and bicycle storage room at the cellar level, the Garage and Parking Spaces at the ground level, the pool, sauna, outdoor recreational loggia, lounge, and media room on the 21st floor (marketing floor 24), and the kids room, fitness center, treatment room and yoga studio on the 22nd floor (marketing floor 25), including any and all equipment located thereon, shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any such equipment. Further, the Board of Managers reserves the right, in its sole discretion, to establish usage fees for certain Building amenities, including, but not limited to, the bicycle storage room and/or pool and/or fitness center; however, such usage fees shall be based upon the cost of maintenance and operation of the applicable areas.

38. The use of the unattended pool, sauna, outdoor recreational loggia, lounge, media room, kids room, fitness center, treatment room, yoga studio and other common areas, including any and all exercise and/or fitness equipment or other furnishings or equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

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

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

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

42. Plantings on any balconies, loggias or terraces (including roof terraces) shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the balcony, loggia or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches (3") from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such balcony, loggia or terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any balcony, loggia or terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers. No plantings shall be permitted on any balcony, loggia or terrace area without the prior written consent of the Board of Managers.

43. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (hereinafter referred to collectively as "Smoking Apparatus") in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, loggia, terrace, and/or yard. In addition, no person may smoke or otherwise burn any Smoke Apparatus within fifteen feet (15') of any outside entrance to the Condominium or within fifteen feet (15') of any outdoor air intake or operable window opening onto Common Elements or Units.

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

45. The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and

Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit unless agreed to by the Commercial Unit Owner.

PUNCHLIST INSPECTION STATEMENT

Date: _____

EAST 82 OWNER LLC
c/o Douglaston Development
7 Penn Plaza, Suite 600
New York, NY 10036

RE: 175 East 82nd Street Condominium
Unit #____:175 East 82nd Street New York, NY 10028

Gentlemen:

As a result of my/our final inspection, please be advised that the following items need either completion, adjustment or repair:

ITEM

1. _____
2. _____
3. _____
4. _____
5. _____

I/we understand that certain items, as set forth in the Offering Plan, are not the responsibility of Sponsor. I/we also understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and bifold door knobs,

_____
_____
_____
_____
will be installed just prior to my/our date of moving.

_____ Purchaser's signature

_____ Purchaser's signature

_____
Seller's Representative

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2024060600371005001EADCC

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2024060600371005 Document Date: 06-05-2024 Preparation Date: 06-06-2024
Document Type: DECLARATION
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#914116)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#914116)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1511	33	Entire Lot		170 EAST 83RD STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot		Unit	Address
MANHATTAN	1511	31	Entire Lot		175 EAST 82ND STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
170 EAST 83RD STREET OWNER LLC
C/O DOUGLASTON DEVELOPMENT, 7 PENN PLAZA, SUITE 600
NEW YORK, NY 10001

PARTY 2:
EAST 82 OWNER LLC
C/O DOUGLASTON DEVELOPMENT, 7 PENN PLAZA, SUITE 600
NEW YORK, NY 10001

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	70.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 06-07-2024 14:57
City Register File No.(CRFN): **2024000147093**

City Register Official Signature

CONFIRMATORY DECLARATION OF ZONING LOT RESTRICTIONS

THIS CONFIRMATORY DECLARATION OF ZONING LOT RESTRICTIONS made as of June 5, 2024 (this "**Declaration**") by **170 EAST 83RD STREET OWNER LLC**, a Delaware limited liability company, having an address at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001 ("**Owner**") and **EAST 82 OWNER LLC**, a Delaware limited liability company, having an address at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001 ("**Developer**") (Owner and Developer, and their respective successors and assigns, collectively, "**Declarants**").

RECITALS:

A. Owner is the owner in fee title of certain land known as 170 East 83rd Street, New York, New York and identified on the Tax Map of the City of New York (the "**Tax Map**") as Block 1511, Lot 33, which is more particularly described in **Exhibit A** annexed hereto (the "**Owner Land**").

B. Developer is the owner in fee title of certain land known as 175 East 82nd Street, New York, New York and identified on the Tax Map as Block 1511, Lot 31, which is more particularly described in **Exhibit B** annexed hereto (the "**Developer Land**").

C. The Owner Land and the Developer Land are a single "zoning lot" (collectively, the "**Zoning Lot**") as defined in Section 12-10 of the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended (the "**Zoning Resolution**").

D. Each "party in interest" (as defined in the Zoning Resolution) to the Zoning Lot, as shown on the parties-in-interest certification prepared by Royal Abstract of New York LLC, which is being recorded simultaneously herewith, has joined in the execution of this Declaration.

NOW, THEREFORE, in consideration of the Zoning Lot and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Declarants declare:

1. The Zoning Lot consists of two or more lots of record contiguous for a minimum of 10 linear feet, located within a single block, and which are a tract of land to be treated as a single zoning lot for the purposes of the Zoning Resolution.

2. No breach by any party to this Declaration, or any agreement ancillary hereto, shall have any effect on the treatment of the Zoning Lot as a single zoning lot for purposes of the Zoning Resolution, and the Zoning Lot shall be treated as a single zoning lot unless such zoning lot is subdivided in accordance with the provisions of the Zoning Resolution.

3. This Declaration constitutes a covenant running with the land and shall bind and inure to the benefit of Declarants, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof.

4. This Declaration shall be recorded in the Office of the City Register against each lot of record constituting the Owner Land and the Developer Land.

5. This Declaration may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarants have executed and delivered this Declaration as of the date first above written.

OWNER:
170 EAST 83RD STREET OWNER LLC

By: _____
Name: Steven Charno
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
).ss.:
COUNTY OF NEW YORK)

On the 3rd day of June in the year 2024 before me, the undersigned, personally appeared Steven Charno personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA HOANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6443533
Qualified in Queens County
My Commission Expires 11-07-2026

_____
Notary Public

[Signatures continue on following page]

DEVELOPER:
EAST 82 OWNER LLC

By: _____
Name: Steven Charno
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
).ss.:
COUNTY OF NEW YORK)

On the 3rd day of June in the year 2024 before me, the undersigned, personally appeared Steven Charno personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA HOANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6443533
Qualified in Queens County
My Commission Expires 11-07-2026

_____
Notary Public

Exhibit A

Legal Description – Owner Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 83rd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE southerly, along the westerly side of Third Avenue, a distance of 97.29 feet (97 feet 3-1/2 inches) to a point;

THENCE westerly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inches) to a point;

THENCE southerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point on the centerline of the block;

THENCE westerly, parallel to East 83rd Street, along said centerline of the block, and at right angles to the previous course, a distance of 50.68 feet (50 feet 8-1/8 inches) to a point;

THENCE northerly, parallel with Third Avenue, and at right angles to the previous course, a distance of 102.17 feet (102 feet 2 inches) to a point on the southerly side of East 83rd Street;

THENCE easterly, along the southerly side of said East 83rd Street, and at right angles to the previous course, a distance of 149.72 feet (149 feet 8-2/3 inches) to the point or place of BEGINNING.

Exhibit B

Legal Description – Developer Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of East 82nd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE westerly, along the northerly side of said East 82nd Street, a distance of 102.17 feet (102 feet 2 inches) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE easterly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point on the centerline the block;

THENCE easterly, along said centerline of the block and parallel to East 83rd Street, and at right angles to the previous course, a distance of 3.18 feet (3 feet 2-1/8 inches) to a point;

THENCE northerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point;

THENCE easterly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inch) to a point on the westerly side of Third Avenue;

THENCE southerly, along the westerly side of said Third Avenue, and at right angles to the previous course, a distance of 107.05 feet (107 feet 5/8 inches) to the point or place of BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2024060600371006001EAD88

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 57**

Document ID: 2024060600371006 Document Date: 06-05-2024 Preparation Date: 06-06-2024
Document Type: DEVELOPMENT RIGHTS
Document Page Count: 56

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#914116)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#914116)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1511	31	Entire Lot		175 EAST 82ND STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot		Unit	Address
MANHATTAN	1511	33	Entire Lot		170 EAST 83RD STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY ONE:
170 EAST 83RD STREET OWNER LLC
C/O DOUGLASTON, 7 PENN PLAZA
NEW YORK, NY 10001

PARTY TWO:
EAST 82 OWNER LLC
C/O DOUGLASTON, 7 PENN PLAZA
NEW YORK, NY 10001

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	320.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 06-07-2024 14:57
City Register File No.(CRFN): **2024000147094**

City Register Official Signature

ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT

by and between

170 EAST 83RD STREET OWNER LLC

and

EAST 82 OWNER LLC

Dated as of: June 5, 2024

Block: 1511
Lots: 31 and 33
Manhattan, New York

RECORD AND RETURN TO:

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP
ONE NEW YORK PLAZA
NEW YORK, NEW YORK 10004
ATTENTION: WESLEY O'BRIEN, ESQ.

ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT

THIS ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT made as of the 5th day of June, 2024 (this "**Agreement**") by and between **170 EAST 83RD STREET OWNER LLC**, a Delaware limited liability company, having an address at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001 ("**Owner**") and **EAST 82 OWNER LLC**, a Delaware limited liability company, having an address at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001 ("**Developer**") (Owner and Developer, and their respective successors and assigns, each, a "**Party**" and, collectively, the "**Parties**").

RECITALS:

A. Owner is the owner in fee title of certain land known as 170 East 83rd Street, New York, New York and identified on the Tax Map of the City of New York, County of New York (the "**Tax Map**") as Block 1511, Lot 33, which is more particularly described in **Exhibit A** annexed hereto (the "**Owner Land**"; the building and improvements thereon, together with any future replacements, additions, or alterations thereto permitted pursuant to this Agreement, collectively, the "**Owner Building**"; the Owner Land and the Owner Building, collectively, the "**Owner Premises**").

B. Developer is the owner in fee title of certain land known as 175 East 82nd Street, New York, New York and identified on the Tax Map as Block 1511, Lot 31, which is more particularly described in **Exhibit B** annexed hereto (the "**Developer Land**").

C. Developer intends to construct a new building on the Developer Land (said new building, together with any Rebuilding (hereinafter defined) thereof, collectively, the "**Developer Building**"; the Developer Land and the Developer Building, collectively, the "**Developer Premises**").

D. The Developer Building will contain more Floor Area (hereinafter defined) than would be permitted on the Developer Premises if the Developer Land were considered as a single "zoning lot" under the Zoning Resolution (hereinafter defined).

E. The Owner Land, if considered as a separate zoning lot, generates certain Development Rights (hereinafter defined) in excess of the Owner Development Rights (hereinafter defined).

F. Prior to March 8, 2024, the Owner Land and the Developer Land were a single tax lot and a single "zoning lot" (such zoning lot, as the same may be enlarged or subdivided in accordance with the Zoning Resolution and this Agreement, the "**Zoning Lot**") pursuant to Section 12-10 of the Zoning Resolution.

G. The Parties have executed a Confirmatory Declaration of Zoning Lot Restrictions dated as of the date hereof (the "**Declaration**"), which is being recorded simultaneously herewith, to confirm the existence of the Zoning Lot.

H. Each "party in interest" (as defined in the Zoning Resolution) to the Zoning Lot as shown on the parties-in-interest certification prepared by Royal Abstract of New York LLC, which

is being recorded simultaneously herewith, has (i) either joined in the execution of the Declaration and this Agreement or waived its right (if any) to do so and (ii) subordinated its interest in the Zoning Lot to the Declaration and this Agreement.

I. The Parties wish to enter into this Agreement for the purpose of establishing and setting forth their rights and obligations with respect to the Zoning Lot.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.
DEFINITIONS; DECLARATION OF RESTRICTIONS

Section 1.1 As used in this Agreement:

1. "**Additional Development Rights**" means any Development Rights acquired through the inclusion of Additional Parcels in the Zoning Lot.

2. "**Additional Parcels**" means any property, other than the Owner Land and the Developer Land, that is contiguous to any portion of the Zoning Lot for a minimum of ten (10) linear feet. All references to Additional Parcels shall be deemed to refer to any one such parcel or any combination of such parcels.

3. "**Agencies**" means the New York City Planning Commission, Department of City Planning of the City of New York, City Council of the City of New York, DOB, Board of Standards and Appeals of the City of New York, New York City Landmarks Preservation Commission, New York City Department of Housing Preservation and Development, Department of Environmental Protection of the City of New York, Manhattan Borough President, any relevant community board of the City of New York, and any other relevant or necessary New York City agencies, or any successor entity to any of the foregoing, the United States, the State of New York, and/or any political subdivision of any of them, and any agency, department, commission, board, or instrumentality of any of them; "**Agency**" means any one of the foregoing.

4. "**Bonus Development Rights**" means any Development Rights that are or may become available on the Zoning Lot through the provision of an amenity or public benefit on or off the Zoning Lot, the transfer of Development Rights from another zoning lot, or through any other mechanism as permitted by and in accordance with the Zoning Resolution or as otherwise approved by an Agency.

5. "**Business Day**" means any day Monday through Friday, other than holidays observed by banks in the State of New York.

6. "**Casualty**" means an event that causes damage, demolition, destruction, or other similar loss to a building on the Zoning Lot such that such building cannot be restored to the bulk as it existed immediately prior to such event in accordance with the applicable Zoning Resolution provisions governing non-complying buildings.

7. "**CofO**" means a certificate of occupancy, whether temporary or final, issued by DOB for any building or other structure or portion thereof.

8. "**Datum Level**" means the North American Vertical Datum of 1988.

9. "**Developer Development Rights**" means collectively (i) all Development Rights, including Bonus Development Rights, attributable to and that would be generated by the Developer Land if the Developer Land were a single zoning lot under the Zoning Resolution; (ii) the Subject Development Rights; (iii) any Additional Development Rights acquired by Developer; (iv) any Development Rights allocated to the Developer Premises in the event of an Upzoning (hereinafter defined) as set forth in Section 5.5; and (v) the rights to develop, maintain, and use the foregoing on the Developer Premises in accordance with this Agreement. For the avoidance of doubt, Developer Development Rights shall include (a) 20,000 square feet of Bonus Development Rights generated by the affordable housing floor area provided at 460 Main Street, Roosevelt Island (Manhattan Block 1373, p/o Lots 1 and 9), and transferred to the Developer Land pursuant to the "Certificate of Floor Area Compensation Transfer" issued by the New York City Department of Housing Preservation and Development, and dated May 22, 2024; and (b) 20,868 square feet of Bonus Development Rights generated by the affordable housing floor area provided at 49 East 73rd Street, New York (Manhattan Block 1388, Lots 26), to be transferred to the Developer Land pursuant to the "Certificate of Floor Area Compensation Transfer" to be issued by the New York City Department of Housing Preservation and Development, and (c) any other Bonus Development Rights transferred to the Developer Land pursuant to any other "Certificate of Floor Area Compensation Transfer."

10. "**Development Rights**" means the rights, as determined in accordance with the Zoning Resolution, that are appurtenant to a zoning lot, to develop such zoning lot by erecting, enlarging, or maintaining thereon one or more buildings with (i) a total Floor Area determined by multiplying the area of the zoning lot by the basic maximum allowable floor area ratio for structures in the zoning district or districts in which such zoning lot is located and (ii) use, bulk, density, parking, loading, and other development rights permitted under the Zoning Resolution, including, but not limited to, to the extent applicable, the permitted number of dwelling units, the maximum "lot coverage," and the minimum amount of "open space" (each as defined in the Zoning Resolution).

11. "**DOB**" means the Department of Buildings of the City of New York, or any successor entity thereto.

12. "**Downzoning**" means a validly enacted amendment of the Zoning Resolution or any other change in Legal Requirements that reduces the Development Rights available to all or any portion of the Zoning Lot.

13. "**Floor Area**" means "floor area" within the meaning of Section 12-10 of the Zoning Resolution.

14. "**Governmental Application**" means any application, filing, petition, or other request to an Agency for a Governmental Approval.

15. "**Governmental Approval**" means any approval, consent, variance, certificate, permit, or special permit issued by, or applied for, from any Agency (including any zoning approval or variance, building permit, special permit, or CofO) relating to either Premises or the use or operation thereof.

16. "**Legal Requirements**", or in the singular "**Legal Requirement**", means any or all applicable laws, statutes, and ordinances (including codes, approvals, permits, zoning regulations, and ordinances) and the orders, rules, regulations, interpretations, directives, and requirements of any Agency, whether now or hereafter in effect.

17. "**Legal Windows**" means legally required windows pursuant to the Zoning Resolution and the Multiple Dwelling Law.

18. "**Owner Development Rights**" means collectively (i) 73,448 square feet of Floor Area, comprised of 55,772 square feet of Floor Area that may be utilized within the C1-9 zoning district and of which a maximum of 52,114 square feet of residential Floor Area are permitted, and 17,676 square feet of Floor Area that may be utilized within the R8B zoning district and all of which is permitted to be used as residential Floor Area, (ii) any Additional Development Rights acquired by Owner; (iii) any Development Rights allocated to the Owner Premises in the event of an Upzoning (hereinafter defined) as set forth in Section 5.5, and (iv) the rights to develop, maintain, and use such Floor Area on the Owner Premises (and the Owner Reinforcement Easement Area (hereinafter defined) on the Developer Premises) in accordance with this Agreement.

19. "**Premises**" means the Owner Premises or the Developer Premises, as applicable.

20. "**Rebuild**" or "**Rebuilding**" means any construction, alteration, addition, reconstruction, replacement, repair, or rebuilding of any building now existing or hereafter constructed on the Zoning Lot pursuant to this Agreement, whether following a Casualty or otherwise.

21. "**Relative Percentage**" means the percentage reflecting the ratio that the Development Rights allocated to a Premises in accordance with this Agreement bears to the total Development Rights available to the Zoning Lot immediately prior to a Downzoning.

22. "**Subject Development Rights**" means all Development Rights, including Bonus Development Rights, attributable to and that would be generated by the Owner Land if the Owner Land were a single zoning lot under the Zoning Resolution, less the Owner Development Rights.

23. "**Violation**" means any violation of any Legal Requirement that would have the reasonable potential to (i) prevent or materially delay or impede the issuance or maintenance of a CofO for the use, occupancy, operation, and maintenance of any building located on the Zoning Lot; (ii) prevent or materially delay or impede the issuance or maintenance of a building permit or any other permits or approvals required by law for demolition, excavation, construction, development, enlargement, use, occupancy, operation, and maintenance, including the utilization of Development Rights in accordance with this Agreement, on the Zoning Lot; (iii) violate the Developer Light and Air Easement (hereinafter defined); or (iv) create a new or increase the degree of an existing non-compliance or non-conformity with respect to the Zoning Lot. Any

encroachment of a building or other structure on one Party's Premises that is not expressly permitted by this Agreement shall be deemed a Violation.

24. "**Zoning Resolution**" means the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended to date, and as the same may hereafter be amended or restated from time to time.

25. Undefined terms used in this Agreement that are defined in the Zoning Resolution – including the terms "bulk," "density," "floor area ratio," "interior lot," "lot coverage," "non-conformity," "non-compliance," "party in interest," "street wall," "through lot," "use," and "zoning lot" – are defined and construed as those terms are defined in and construed pursuant to Section 12-10 of the Zoning Resolution.

Section 1.2 **NOTICE IS HEREBY GIVEN** that this Agreement imposes certain burdens upon the Owner Premises for the benefit of the Developer Premises by reducing the Development Rights available to the Owner Premises for the benefit of the Developer Premises.

ARTICLE II.
CONVEYANCE OF SUBJECT DEVELOPMENT RIGHTS; USE OF DEVELOPER DEVELOPMENT RIGHTS

Section 2.1 Conveyance of the Subject Development Rights. Owner hereby transfers to Developer the Subject Development Rights and Developer hereby acquires from Owner the Subject Development Rights. Owner (i) acknowledges that the Developer Development Rights are reserved for the benefit of the Developer Premises and (ii) consents to Developer's use of the Developer Development Rights in the manner set forth in this Agreement.

Section 2.2 Use of the Developer Development Rights. Developer may use the Developer Premises and the Developer Development Rights for any use allowed on the Developer Premises under the Zoning Resolution and in accordance with this Agreement and may Rebuild the Developer Premises (including in the initial construction thereof) in any form allowed by the Zoning Resolution and in accordance with this Agreement, provided that:

(a) Residential lot coverage. The total residential lot coverage on the portions of the Developer Premises that constitute a through lot shall not exceed an area of 222 square feet.

(b) Number of dwelling units. The total number of dwelling units on the Developer Premises shall not exceed 189,785 square feet divided by the then-effective dwelling unit factor, as set forth in Zoning Resolution Section 23-22 (or its successor).

(c) Building Base. In the event of a Casualty affecting the Owner Premises and the Developer Premises, any Rebuilding by Developer of the Developer Premises shall be undertaken in a manner that would not prevent Owner, to the extent otherwise permitted pursuant to the Zoning Resolution, from Rebuilding the Owner Premises in the same manner with respect to street wall location, street wall height, outer courts, and recesses as existed on the Owner Premises immediately prior to the Casualty.

(d) Loading. In the event of a Casualty affecting the Owner Premises and the Developer Premises, Developer shall not Rebuild the Developer Premises in a manner that would require one or more loading berths to be provided within the Owner Premises, pursuant to the Zoning Resolution, if the Owner Premises were Rebuilt with the amount of commercial floor area that existed on the Owner Land immediately prior to the Casualty.

Section 2.3 Developer Governmental Applications. Developer may make Governmental Applications to any Agencies (i) in connection with the use of the Developer Premises and utilization of the Developer Development Rights; (ii) to waive, modify, amend, or alter any provisions of the Zoning Resolution conditioning or affecting Developer's ability to transfer or use the Developer Development Rights on or off of the Developer Premises; and (iii) to subject the Developer Premises to a plan for condominium ownership (all of the foregoing, individually, collectively, or in any combination, the "**Developer Approvals**"), in each case subject to the limitations set forth in this Agreement.

ARTICLE III.
USE OF OWNER DEVELOPMENT RIGHTS

Section 3.1 Developer Acknowledgment and Consent. Developer (i) acknowledges that the Owner Development Rights are reserved for the benefit of the Owner Premises and for use in the Owner Reinforcement Easement Area on the Developer Premises and (ii) consents to Owner's use of the Owner Development Rights in the manner set forth in this Agreement.

Section 3.2 Use of the Owner Development Rights. Owner may use the Owner Development Rights for any use allowed to be located on the Owner Premises (and the Owner Reinforcement Easement Area on the Developer Premises) under the Zoning Resolution and in accordance with this Agreement and may Rebuild the Owner Premises in any form allowed by the Zoning Resolution and in accordance with this Agreement, provided that:

(a) Residential lot coverage. The total residential lot coverage on the portions of the Owner Premises that are interior lots and through lots shall not exceed an area that is 3,492 square feet.

(b) Number of dwelling units. The total number of dwelling units on the Owner Premises shall not exceed 69,790 square feet divided by the then-effective dwelling unit factor, as set forth in Zoning Resolution Section 23-22 (or its successor).

(c) Building Base. In the event of a Casualty affecting the Owner Premises and the Developer Premises, any Rebuilding by Owner of the Owner Premises shall be undertaken in a manner that would not prevent Developer, to the extent otherwise permitted pursuant to the Zoning Resolution, from Rebuilding the Developer Premises in the same manner with respect to street wall location, street wall height, outer courts, and recesses as existed on the Developer Premises immediately prior to the Casualty.

(d) Loading. In the event of a Casualty affecting the Owner Premises and the Developer Premises, Owner shall not Rebuild the Owner Premises in a manner that would require one or more loading berths to be provided within the Developer Premises, pursuant to the Zoning

Resolution, if the Developer Premises were Rebuilt with the amount of commercial floor area that existed on the Developer Land immediately prior to the Casualty.

Section 3.3 No Rebuilding on the Owner Premises may hinder or impede access to the Developer Building by Developer or by any tenants, occupants, visitors, or guests of the Developer Building, except as approved by Developer.

Section 3.4 Owner Governmental Applications. Owner may make Governmental Applications to any Agencies (i) in connection with the use of the Owner Premises and utilization of the Owner Development Rights; (ii) to waive, modify, amend, or alter any provisions of the Zoning Resolution conditioning or affecting Owner's ability to use the Owner Development Rights on the Owner Premises; and (iii) to subject the Owner Premises to a plan for condominium ownership (all of the foregoing, individually, collectively, or in any combination, the "**Owner Approvals**"), in each case subject to the limitations set forth in this Agreement.

ARTICLE IV.
MUTUAL RIGHTS AND OBLIGATIONS

Section 4.1 Non-Compliance and Violation. Each Party covenants that no construction or other Rebuilding of the Owner Building or Developer Building, as applicable, may create a new or increase the degree of any existing non-compliance with respect to the Zoning Lot under the Zoning Resolution, considered alone or together with the other buildings on the Zoning Lot, if such non-compliance would result in any Violation on the Zoning Lot.

Section 4.2 Neither Party shall take any action that would have the effect of: (i) reducing the size of the other Party's Premises; (ii) reducing the Development Rights allocated to the other Party under this Agreement; (iii) causing a building or other structure to encroach upon the other Party's Premises, except as expressly permitted herein; (iv) requiring any modification, demolition, alteration, enlargement, or change in use of the buildings on the other Party's Premises, except as set forth in Article VII or as otherwise approved by such other Party; (v) increasing the other Party's obligations or decreasing the other Party's rights set forth in this Agreement by more than a *de minimis* extent; or (vi) creating a Violation on the Zoning Lot.

Section 4.3 Consents for Governmental Applications. Each Party shall cooperate with the other Party in connection with such other Party's utilization of the Development Rights allocated to such other Party under this Agreement and the incorporation of any or all of the same into such other Party's Building or any Rebuilding thereof, as set forth in this Section 4.3. Upon request by a Party (the "**Requesting Party**"), the other Party (the "**Non-Requesting Party**") shall cooperate in all reasonable respects to execute and deliver such appropriate documents and consents (including, without limitation, a Plan/Work Approval Application (Form PW1 and Form PW1A: Schedule A), as may be required or promulgated by any Agency from time to time) and to furnish such information within the possession or control of the Non-Requesting Party as may be reasonably requested by the Requesting Party to file and prosecute Governmental Applications allowed pursuant to this Agreement. The Requesting Party shall pay any permit or application fee imposed on such Governmental Application, and the Requesting Party shall reimburse the Non-Requesting Party for any reasonable out-of-pocket expenses incurred by the Non-Requesting Party in connection therewith. The Non-Requesting Party shall have ten (10) Business Days after receipt

of a written request from the Requesting Party to execute and deliver a document or consent under this Section 4.3 (which request shall include a complete copy of any such document or consent, together with any documentation reasonably necessary for the Non-Requesting Party to evaluate compliance with this Agreement). After such ten (10) Business Day period, if Developer has not received (a) a fully executed document or consent or (b) a written objection to providing the same which sets forth in reasonable detail the reason why such request is not in accordance with this Agreement, then Developer may execute such document or consent on behalf of Owner and execute and deliver to the Agency reviewing the Governmental Application a statement that Developer is authorized to execute and deliver such document or consent on behalf of Owner, and Owner grants Developer a perpetual non-revocable power of attorney with respect to such execution and delivery on Developer's behalf.

Section 4.4 Opposition. Neither Party may appear in opposition to the other Party in any action or hearing brought, sought, or defended by the other Party before any Agency, arising out of or in connection with any Governmental Application relating to such other Party's Premises, any Rebuilding on such Premises, the use and development of such Party's Development Rights, or any other application for or proceeding with respect to the Developer Approvals or Owner Approvals, as applicable, that affects or may affect the ability of such other Party to construct or Rebuild the Developer Building or Owner Building, as applicable, or to incorporate, convey, or use its Development Rights therein, unless the Governmental Application or resulting Governmental Approval would result in a violation of this Agreement.

Section 4.5 Agency Obligations. If, as a condition to a Governmental Approval sought by or obtained by a Party, the Agency issuing the Governmental Approval imposes or seeks to impose new obligations or restrictions on the other Party's Premises not already agreed to by such other Party (or not already contemplated under this Agreement), then the Party seeking such Governmental Approval shall promptly advise the other Party in writing of such obligation or restriction and, upon the other Party's written response objecting to such obligation or restriction given within ten (10) Business Days following such notice, shall promptly either (i) withdraw the Governmental Application or (ii) modify the Governmental Application so that the obligation or restriction would no longer be required or imposed.

Section 4.6 Amendment of COs. In connection with the construction or any other Rebuilding of the Developer Building or Owner Building, as applicable, each Party agrees, if required by DOB, to cause the CofOs in effect for its Premises to be amended solely for the purpose of indicating the existence of the Zoning Lot, provided that the Party undertaking the construction or Rebuilding shall (i) prepare the application therefor at its sole cost and expense and forward it to the other Party for such Party's execution and (ii) pay any permit or application fees imposed on the application.

Section 4.7 Indemnification. Each Party shall indemnify and hold the other Party harmless from any and all claims of third parties arising from the other Party's cooperation in connection with the Developer Approvals pursuant to Section 2.3 or Owner Approvals pursuant to Section 3.4, as applicable, and filing and prosecution of Governmental Applications pursuant to Section 4.3 and Section 4.6, but only if and to the extent that any such claim derives from actions that are specifically requested by a Party and the other Party has performed such actions in all material respects in the manner requested by the first Party.

Section 4.8 Notwithstanding anything contained in Article II or Article III, if any Legal Requirements hereafter limit the Rebuilding of a Developer Building or Owner Building, as applicable, including the initial construction thereof, or use of either Party's Development Rights in a manner that is more restrictive than provided herein, then any such Rebuilding of the Developer Building or Owner Building, as applicable, or use of a Party's Development Rights shall comply with such limitations, subject to each Party's right to seek Governmental Applications and obtain Governmental Approvals to modify such Legal Requirements.

Section 4.9 Street Trees. In connection with any Rebuilding by any Party that, pursuant to the Zoning Resolution, requires street trees to be planted or payment in lieu of planting such trees, each of Developer and Owner shall be responsible for planting such trees or making such payment only with respect to the portion of the zoning lot frontage associated with the Developer Premises or Owner Premises, respectively.

ARTICLE V.
DOWNZONINGS; UPZONINGS

Section 5.1 If, following a Downzoning, one building suffers a Casualty, then any Rebuilding of such Premises shall be limited to the lesser of (i) the amount of unused Development Rights then appurtenant to the Zoning Lot, taking into account the Development Rights that would be included in any improvements for which there is an active building permit at DOB on the date of the Casualty and (ii) its pro rata share of the total Development Rights then appurtenant to the Zoning Lot, calculated as the product of (x) the total Development Rights then appurtenant to the Zoning Lot and (y) the Relative Percentage with respect to the Premises that suffered the Casualty.

Section 5.2 If, following a Downzoning, all of the buildings on the Zoning Lot suffer a Casualty, then each Premises shall be entitled to its pro rata share of the total Development Rights then appurtenant to the Zoning Lot, calculated as the product of (x) the total Development Rights then appurtenant to the Zoning Lot and (y) the Relative Percentage with respect to each Premises.

Section 5.3 If, following a Downzoning, more than one building, but less than all of the buildings, on the Zoning Lot suffers a Casualty, then each Premises that suffered a Casualty shall be entitled to its pro rata share of the unused Development Rights then appurtenant to the Zoning Lot, calculated as the product of (x) the amount of unused Development Rights then available to the Zoning Lot, taking into account the Development Rights that would be included in any improvements for which there is an active building permit at DOB on the date of the Casualty, and (y) a percentage reflecting the ratio that the Development Rights allocated to such Premises in accordance with this Agreement bears to the total Development Rights appurtenant to all Premises suffering the Casualty immediately prior to the Downzoning.

Section 5.4 Nothing contained in this Agreement shall be deemed to preclude any Party from seeking a Governmental Approval to modify any Legal Requirements to Rebuild its Premises to the same bulk and with the same uses existing prior to the Casualty, provided that such Governmental Approval does not interfere with the rights of any other Party to maintain or Rebuild improvements on its Premises incorporating the amount of Development Rights allocated to it under this Article V.

Section 5.5 Following a validly enacted amendment of the Zoning Resolution increasing the Development Rights appurtenant to the Zoning Lot (an "**Upzoning**"), the Owner Premises shall be entitled to the portion thereof attributable to the Owner Land if the Owner Premises were considered as a separate zoning lot, and the Developer Premises shall be entitled to the portion thereof attributable to the Developer Land if the Developer Premises were considered as a separate zoning lot.

ARTICLE VI.
EASEMENTS AND LICENSE

Section 6.1 Owner hereby grants to Developer in perpetuity, and Developer hereby accepts from Owner, a permanent and perpetual easement for light and air and unobstructed view in, to, and over the entirety of the Owner Premises, commencing at a lower limiting plane that is located at elevation 155 feet above the Datum Level (the "**Developer Light and Air Easement**"; and the volume encumbered thereby, the "**Developer Light and Air Easement Area**"). Owner covenants that no new buildings, improvements, alterations, additions, or structures of any kind, including mechanical equipment, shall be constructed or allowed to exist on the Owner Premises that encroach within the Developer Light and Air Easement Area and no Rebuilding of the Owner Premises may encroach within the Developer Light and Air Easement Area. However, Owner may maintain, repair, and replace any parapet, bulkhead or mechanical equipment on the roof of the Owner Building as it exists on the date hereof as shown on the survey in **Exhibit C** annexed hereto. Additionally, Owner may install and maintain structures, including mechanical equipment, with a height of up to eight (8) feet above any roof level within the portion of the Developer Light and Air Easement Area beyond a distance of 60 feet from the boundary between the Owner Land and the Developer Land, provided that:

(a) the same would not require any Legal Windows in the Developer Building to be closed or "bricked up," or otherwise become non-compliant with Legal Requirements;

(b) Any such mechanical equipment complies with Legal Requirements and does not produce noise levels in excess of 45 decibels, as measured three feet from the noise source at an open door or window;

(c) Any fumes or kitchen exhaust are directed away from any windows in the Developer Building to the greatest extent possible; and

(d) Owner provides Developer at least ten (10) Business Days' written notice to review plans for the installation of any new mechanical equipment.

Section 6.2 Developer may, at Developer's sole discretion, construct and maintain windows, including Legal Windows, and other openings on the façade facing or located on the common boundary line between the Developer Land and the Owner Land, provided that any Legal Windows located on the common boundary line between the Developer Land and the Owner Land are located above the lower limiting plane of the Developer Light and Air Easement Area. In furtherance and not in limitation of the foregoing, within ten (10) Business Days following a written request therefor by Developer, Owner shall execute, acknowledge, and deliver any agreement, instrument, or other document including, without limitation, a recordable light and air

easement in the form required by DOB from time to time, to allow for the location of Legal Windows or otherwise confirm the existence of the Developer Light and Air Easement. The Developer Light and Air Easement shall run with the land for the benefit of Developer and the Developer Premises and shall burden the Owner Premises in perpetuity.

Section 6.3 Owner hereby grants to Developer in perpetuity, and Developer hereby accepts from Owner, a permanent and perpetual easement to construct and maintain structures for ventilation and exhaust (the "**Developer Ventilation Easement**") over the Owner Premises within the 30 foot by 12 foot area shown on **Exhibit D** annexed hereto (the "**Developer Ventilation Easement Area**"). Developer shall have the right to enter on, over, across and through the Owner Premises, upon a minimum of five (5) calendar days' prior notice to Owner (or, in case of emergency, such notice as shall be practicable under the circumstances) as reasonably necessary in order to construct, reconstruct, inspect, test, monitor, repair, remove and replace the structures for ventilation and exhaust. Prior to entry, Developer shall deliver to Owner insurance certificates in the form and in the amounts that would customarily be carried in connection with such work. All such work performed by Developer shall be prosecuted and completed with due diligence. Any damage to the Owner Premises resulting from such work shall be repaired at the sole cost and expense of Developer.

Section 6.4 Developer hereby grants to Owner, and Owner hereby accepts from Developer, a permanent and perpetual easement to locate exterior building wall reinforcements (the "**Owner Reinforcement Easement**") on the Developer Premises in the 2 foot by 6 inch areas shown on **Exhibit E** annexed hereto (the "**Owner Bracket Easement Area**"), and in the 51 foot, 10-1/2 inch by 6 inch area also shown on **Exhibit E** (the **"Owner Beam Easement Area"**; collectively, with the Owner Bracket Easement Area, the **"Owner Reinforcement Easement Area"**). No construction by Developer shall be permitted within the Owner Beam Easement Area. The Owner Reinforcement Easement shall terminate upon the demolition of the Owner Building.

Section 6.5 Window and Façade Work. Each Party (the "**Non-Work Party**") grants to the other Party (the "**Work Party**") a permanent, non-exclusive license over the Non-Work Party Premises to erect support and/or installations (limited to the minimum required by Legal Requirements) to inspect, clean, maintain, and repair windows and facades on the Work Party's Premises and perform other necessary maintenance, inspection, alteration, or repair work. The Work Party shall provide reasonable advance notice to the Non-Work Party prior to undertaking such work. Each Work Party shall cause any party performing such window and façade work to (x) provide commercially reasonable protection to the Non-Work Party Premises and (y) maintain in full force and effect insurance in commercially reasonable amounts listing the Non-Work Party as a named insured party. The Parties shall complete façade inspections and repairs expeditiously.

ARTICLE VII.
CONSTRUCTION AND MAINTENANCE EASEMENT

Section 7.1 Owner hereby grants to Developer temporary easements in and through the Owner Premises as and for so long as may be reasonably required to permit the initial construction of the Developer Building and thereafter any Rebuilding thereof subject to and conditioned upon compliance with this Article VII (the "**Developer Construction and Maintenance Easement**"). Such easement shall include, but not be limited to, easements for (i) the installation of

underpinning; (ii) the attachment of foundation and building supports and shoring to and bracing of the Owner Building; (iii) the attachment of protective covering over the roof, façade, and other portions of the Owner Premises; (iv) the erection of scaffolding as required by applicable Legal Requirements; (v) the construction and maintenance of a sidewalk bridge in front of the Owner Premises if and to the extent required by applicable Legal Requirements; (vi) the maintenance, repairing, and replacement of the foregoing attachments; (vii) the operation of a construction crane over the Owner Premises; (viii) the extension or relocation of any existing chimneys, vents, and other exhaust equipment on the Owner Premises; (ix) the inspection of the Owner Premises and installation of monitoring equipment within the Owner Premises and preparation of pre-construction and post-construction inspection reports; and/or (x) such other equipment or materials as may be reasonably necessary for the safe and efficient initial construction or Rebuilding of the Developer Building (any such activity, "**Construction Activities**").

Section 7.2 Developer shall provide reasonable prior notice to Owner in advance of its exercise of the Developer Construction and Maintenance Easement, provided, however, that once such notice has been given for the erection or removal of protective coverings (including scaffolding or a sidewalk shed), the installation of foundation and building supports, shoring or bracing, underpinning or the operation of a crane, use of the Developer Construction and Maintenance Easement may continue during any hours in which construction is permitted pursuant to Legal Requirements until the work in question has been completed, provided that in connection with any exercise of the Developer Construction and Maintenance Easement requiring physical access in, through, on, or over any portion of the Owner Premises, Developer shall (x) comply with all Legal Requirements and (y) shall, within ten (10) Business Days following making any filing with DOB with respect to any protective measures required by law or with respect to its exercise or use of the Developer Construction and Maintenance Easement (the "**Construction Protection Plans**"), provide copies of same to Owner. Owner may review and comment on the Construction Protection Plans, solely for the purpose of determining that the method and means set forth in the Construction Protection Plans comply with this Agreement and will not, in Owner's reasonable opinion, (A) contain measures that are unreasonable or unnecessary for the safety and security of the Owner Building, or (B) unreasonably interfere with the use of the Owner Premises as a mixed-use building. Owner shall provide any comments on the Construction Protection Plans within ten (10) Business Days following receipt thereof and shall provide any comments on Developer's response to Owner's initial comments within five (5) Business Days following receipt thereof. Owner's failure to comment within the periods set forth in this Section 7.2 shall be deemed an approval by Owner of the Construction Protection Plan.

Section 7.3 Access. Upon reasonable prior notice from Developer, Owner shall grant Developer and/or Developer's contractor such access to the Owner Premises (as limited by Section 7.2) as such party shall reasonably request in connection with or for purposes of using the Developer Construction and Maintenance Easement for the Construction Activities or complying with Legal Requirements in connection with the initial construction or Rebuilding of the Developer Building, which access shall be at reasonable hours, to be scheduled with Owner other than in connection with a situation (i) impairing or imminently likely to impair the structural support of a building on the Zoning Lot or causing or imminently likely to cause bodily injury to persons or physical damage to a building or any property in, on, under, within, upon, or about such building; (ii) causing or imminently likely to cause substantial economic loss to a Party, or exposing a Party to civil or criminal penalties; (iii) causing or imminently likely to cause the loss of any utility,

elevator, or other essential services to a building on the Zoning Lot; or (iv) causing or imminently likely to cause interference with ingress to or egress from a building on the Zoning Lot. If requested by Owner, such access shall be in the presence of an authorized representative of Owner, and Owner shall provide such an authorized representative within a reasonable period if one is required so as not to delay unduly Developer's access as described in this Section 7.3.

Section 7.4 Construction Completion. Except as provided in Section 7.8, the grant of the Developer Construction and Maintenance Easement hereunder is temporary only and shall endure for only so long as is reasonably necessary to complete the initial construction or any Rebuilding of the Developer Building. Upon the completion of such initial construction or Rebuilding, Developer shall remove, with reasonable diligence, any protective coverings, equipment, scaffolding, and sidewalk bridges over any portion of the Owner Premises in accordance with all Legal Requirements.

Section 7.5 Indemnification. Developer shall (i) indemnify and hold harmless Owner from and against any claims, including any third-party claims, for damage to property or bodily injuries to persons resulting from Developer's use of the Developer Construction and Maintenance Easement (other than by reason of the negligence or willful misconduct of Owner, its employees, invitees, and/or agents); (ii) defend promptly and with reasonable diligence, at Developer's sole cost and expense with attorneys selected by Developer, any claim, action, or proceeding brought against either Party, jointly or severally, arising out of and resulting directly or indirectly from any of the foregoing; and (iii) indemnify and hold harmless Owner from any judgment, loss, or settlement on account thereof. Owner shall give Developer notice of any claim, shall cooperate with Developer in connection with the defense thereof, and may not settle any claim without Developer's prior written consent.

Section 7.6 Insurance. At all times during the initial construction of the Developer Building or any Rebuilding, Developer shall, at its sole cost and expense, maintain and cause its contractors to obtain and maintain general liability umbrella and property damage insurance policies, each having a limit of not less than Five Million Dollars ($5,000,000), such coverage to include personal injury, bodily injury, broad form property damage, operations hazard, independent contractor's coverage, contractual liability, and products and completed operations liability, and other customary risks inherent in such work, which policies shall name Owner on such policies as additional insureds, as its interests may appear. Prior to commencing any Construction Activities, Developer shall provide Owner with a standard form of certificate or other evidence of such insurance.

Section 7.7 Construction Permits. Developer shall obtain all necessary licenses, permits, approvals or variances to perform the initial construction of the Developer Building or any Rebuilding thereof as may be required by Legal Requirements and shall pay all fees in connection therewith. Owner shall reasonably cooperate with Developer in connection therewith, at Developer's expense, and shall sign any applications or other documents that require Owner's signature within five (5) Business Days after receipt of a request for execution. In the event that Owner fails to execute any such application or document within the five (5) Business Day timeframe, Developer may execute such document or application on Owner's behalf and Owner hereby expressly consents to the execution and grants to Developer a permanent, non-revocable power of attorney to execute any such applications and documents on Owner's behalf.

Section 7.8 Removal of Construction Protection. Notwithstanding any provisions of this Article VII to the contrary, (i) any underpinning installed by Developer shall remain on the Owner Premises after completion of construction, and shall not be removed without the consent of both Parties and only subject to all Legal Requirements; (ii) any waterproofing elements installed by Developer between the Owner Building and the Developer Building shall remain on the Owner Premises after completion of construction, and shall not be removed without the consent of both Parties and only subject to all Legal Requirements; and (iii) any extension or modification of any chimneys, vents, or other exhaust equipment on located on the Owner Premises pursuant to Section 7.1 shall remain on the Owner Premises and shall not be removed or further modified without the consent of both Parties.

ARTICLE VIII.
VIOLATIONS

Section 8.1 If at any time after the date hereof there exists any Violation with respect to either Premises, the Party who is responsible for creating the Violation (the "**Violation Party**") shall cure such Violation within thirty (30) days after receiving written notice of the same from the other Party (the "**Non-Violation Party**") (or if the cure cannot with commercially reasonable diligence be completed within thirty (30) days, then the Violation Party shall commence the cure within such thirty (30) days and thereafter diligently prosecute the cure to completion, provided that such cure period shall in no event exceed one hundred eighty (180) days after receiving notice of same from the Non-Violation Party). Such notice shall include a copy of any written objection from DOB or other applicable Agency evidencing that a Violation exists. For the purposes of this Agreement, such Violation shall be deemed to be cured upon dismissal of the objection in writing from the applicable Agency, removal of any liens or other encumbrances of record imposed as a result of such Violation, and payment or dismissal in all respects of any fines or penalties associated with such Violation.

Section 8.2 In the event that the Violation Party does not commence such cure and proceed diligently and continuously with such cure as required by Section 8.1, the Non-Violation Party may, but is not obligated to, cure such Violation at the expense and for the account of the Violation Party (and if necessary, in the name of the Violation Party), and the Violation Party shall execute and deliver such documents as may be required in connection therewith, it being agreed that the Non-Violation Party shall have a license to access the Violation Party's Premises for the purpose of effecting such cure. Such access and cure shall (i) only occur after written notice to the Violation Party advising of Non-Violation Party's intent to cure the Violation; (ii) only occur at reasonable times; and (iii) not interfere with the use and occupancy of the Violation Party's Premises by the Violation Party or the tenants and occupants of the Violation Party's Premises more than is reasonably necessary to effect such cure. During the period of such access and cure, the Non-Violation Party shall procure and maintain liability insurance naming the Violation Party (and any mortgagee of the Violation Party's Premises of whom the Non-Violation Party has notice) as an additional insured, in the form and in the amounts customarily carried in connection with work of the type necessary to cure the Violation. If the Violation Party disputes the existence of a Violation and provides written notice of such dispute to the Non-Violation Party, then the Non-Violation Party may not exercise self-help with respect to such Violation. The Non-Violation Party may bring and maintain any action permitted at law or in equity or by statute against the Violation

Party with respect to such Violation, including an action for injunctive relief to compel such owner to cure such Violation and/or a suit for damages arising from the failure to cure such Violation.

Section 8.3 If the Non-Violation Party incurs any costs or expenses in connection with the enforcement of its rights under this Article VIII, the Violation Party shall, upon written demand therefor (which demand shall include reasonable documentation evidencing such cost or expense) and in any event within ten (10) Business Days following receipt of such demand, promptly reimburse the Non-Violation Party for all such costs and expenses incurred.

Section 8.4 Notwithstanding anything to the contrary contained in this Article VIII, each Party reserves the right to contest any Violation with respect to its Premises by appropriate legal proceedings, provided that (i) such proceedings are prosecuted diligently and in good faith and (ii) any postponement or deferment of the cure of such Violation by reason of such contest shall not (x) prevent or materially delay or hinder the issuance of any Governmental Approval with respect to the other Premises or (y) otherwise materially adversely affect the use and operation of the other Premises.

ARTICLE IX.
SUBDIVISION; ENLARGEMENT

Section 9.1 Subdivision. Neither Party may subdivide its Premises or the Zoning Lot into smaller zoning lots without the written consent of the other Party, provided, however, that nothing herein provided shall preclude either Party from subdividing its Premises into multiple tax lots or imposing a condominium regime on its Premises.

Section 9.2 Enlargement. Either Party may, unilaterally and without the action or consent of any other party, enlarge the Zoning Lot through the addition of Additional Parcels and acquire Additional Development Rights for use on its Premises or any Additional Parcel, or convey the Developer Development Rights or the Owner Development Rights, as applicable, to any Additional Parcel, provided that any such enlargement shall (i) be effected in compliance with the Zoning Resolution and other Legal Requirements; (ii) not create a Violation on the Zoning Lot; and (iii) not materially diminish any rights or increase any obligations of the other Party (any enlargement satisfying all of the conditions in clauses (i) through (iii), a "**Permitted Zoning Lot Enlargement**"). The Party seeking a Permitted Zoning Lot Enlargement shall prepare all of the documentation (whether a new declaration of zoning lot restrictions or a modification of the Declaration) to effect a Permitted Zoning Lot Enlargement (the "**Merger Documentation**") at its expense. Each Party hereby consents to any Permitted Zoning Lot Enlargement, waives its right (if any) to execute such Merger Documentation, and subordinates its interest in the Zoning Lot to the Merger Documentation, and all present and future parties-in-interest to the Owner Premises and Developer Premises, except for the Lenders under any Financing (as such terms are defined in Section 13.8 hereof) with respect to the Developer Premises dated as the date hereof, are hereby deemed to have consented to such Permitted Zoning Lot Enlargement, waived their rights (if any) to execute such Merger Documentation, and subordinated their respective interests in the Zoning Lot to the Merger Documentation. The foregoing consents, waivers, and subordinations shall be SELF OPERATIVE and effective as to future parties-in-interest whether such future parties-in-interest sign a separate consent and subordination as to the Merger Documentation. Notwithstanding the foregoing, a Party shall, within fifteen (15) Business Days after receipt of

execution versions thereof and the other Party's request to execute the same, join in the execution of any Merger Documentation (or, at its option, execute a document waiving its right (if any) to join in the same) and shall make commercially reasonable efforts to cause all parties-in-interest to its Premises to execute same, provided that the Party seeking the Permitted Zoning Lot Enlargement shall pay any reasonable out-of-pocket fees and expenses incurred by the other Party in connection therewith. Either Party may record the Merger Documentation against the entire Zoning Lot, including the Premises of the other Party.

Section 9.3 Additional Parcels' Development Rights. Each Party acknowledges that the owners of any Additional Parcels that may hereafter be merged into the Zoning Lot may have reserved or retained certain Development Rights attributable to their properties. Except as provided in this Agreement and any agreements with the owners of Additional Parcels, neither Party may (i) utilize, or attempt to utilize, any such reserved or retained Development Rights or (ii) make any application to DOB to incorporate all or any portion of any such Development Rights into its Premises.

ARTICLE X.
RETAINED OWNERSHIP; SEPARATE BUILDINGS

Section 10.1 Retained Ownership. This Agreement and the Declaration are intended solely to confirm the existence of the Zoning Lot, regulate the rights and obligations of the Parties hereto, and confirm the restrictions upon the Owner Premises and the Developer Premises as specifically set forth herein and, except as set forth herein, each Party hereto retains full ownership and control over its Premises. Except as otherwise expressly provided in this Agreement, nothing contained herein grants to a Party the right to, or an easement of physical access upon or over, the other Party's Premises.

Section 10.2 Separate Buildings. Each Party shall cause all construction plans and specifications, CofOs, and all Governmental Applications for the Owner Building or Developer Building, as applicable, and any Rebuilding thereof to be filed with DOB so as to ensure that the Owner Building and the Developer Building remain separate and independent from one another, and any Governmental Application to DOB shall be filed so as to obtain separate "new building" and "alteration" numbers, as appropriate, so long as permitted by applicable law.

Section 10.3 Separate Tax Lots and Real Estate Taxes. For all purposes, including, without limitation, for real property tax purposes (but other than for the purpose of establishing the Zoning Lot and the transfer of Development Rights as set forth herein), the Owner Premises and the Developer Premises are, and shall continue to be treated as, separate and independent lots, plots, and parcels. Each of the Parties expects that the assessed valuation of, and the taxes imposed against, the Owner Premises and the Developer Premises shall be determined on a basis that treats the Owner Premises and the Developer Premises as separate and independent tax lots, incorporates within the Developer Premises the Developer Development Rights, and limits the Development Rights available to the Owner Premises to the Owner Development Rights. Each of the Parties agrees to cooperate with the other and to take such action as necessary, each at its own cost and expense, to insure that the appropriate taxing authority (i) continues to treat each Premises as a separate and independent tax lot and (ii) calculates the taxes due with respect to each Premises in a manner that (x) incorporates the Developer Development Rights and all buildings and other

improvements from time to time constituting a part of the Developer Premises in the calculation of taxes due with respect to the Developer Premises and (y) incorporates the Owner Development Rights and all buildings and other improvements from time to time constituting a part of the Owner Premises in the calculation of taxes due with respect to the Owner Premises. In the event that the Owner Premises and the Developer Premises are not treated as separate tax lots for real property tax purposes, each Party agrees to execute such documents as may be required in support of the apportionment of such taxes in a manner that is consistent with this Section 10.3. Neither Party hereto shall object to, or otherwise oppose, the Owner Premises and the Developer Premises being treated as separate tax lots and each Party shall have the independent right to contest tax assessments on its own Premises.

Section 10.4 Liens. The Parties shall retain separate ownership of their respective properties, and nothing in this Agreement shall permit or authorize either Party to encumber or place a lien on the property of the other Party (except for the recording of the instruments, agreements, and documents executed by Owner on the date hereof, any subsequent declarations of zoning lot restrictions and/or modifications, consolidations, or restatements of the Declaration or such declarations executed by the Parties on the date hereof and that expand the Zoning Lot to include Additional Parcels and any waivers of rights to execute the same, and any other instruments related thereto authorized under this Agreement). If either Party breaches the foregoing sentence, such Party shall, immediately upon demand, remove the encumbrance or lien at issue from the property of the other Party, and if such breaching Party shall fail to remove such encumbrance or lien within sixty (60) days after such breaching Party's receipt of such written demand, then, in addition to the other Party's rights and remedies, the breaching Party shall indemnify and hold the other Party harmless from and against any and all actual out-of-pocket costs and expenses incurred by the other Party in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements.

ARTICLE XI.
REPRESENTATIONS AND COVENANTS

Section 11.1 Owner represents, warrants, and covenants to Developer that (i) Owner is seized of the Owner Premises in fee simple; (ii) Owner has not previously sold, leased, transferred, conveyed, or encumbered the Subject Development Rights, the Developer Light and Air Easement Area, or the Developer Ventilation Easement Area granted under this Agreement in any manner whatsoever; (iii) Owner has the right to enter into the Declaration and this Agreement; (iv) the execution, delivery, and performance of the Declaration and this Agreement by Owner do not violate the provisions of any mortgage or any other agreement or instrument to which Owner is a party or by which it is bound; and (v) Owner is the only party in interest to the Owner Premises that has not waived its right to execute the Declaration and subordinated its interests in the Owner Premises to the Declaration and this Agreement.

Section 11.2 Developer represents, warrants, and covenants to Owner that (i) Developer is seized of the Developer Premises in fee simple; (ii) Developer has the right to enter into the Declaration and this Agreement; and (iii) the execution, delivery, and performance of the Declaration and this Agreement by Developer do not violate the provisions of any mortgage or any other agreement or instrument to which Developer is a party or by which it is bound.

ARTICLE XII.
BREACH; REMEDIES

Section 12.1 No breach by any Party shall have any effect on the treatment of the Zoning Lot as one zoning lot for purposes of the Zoning Resolution and the Zoning Lot shall be treated as one zoning lot, unless it is subdivided in accordance with this Agreement.

Section 12.2 In the event of any breach of this Agreement by any Party that is not cured within any applicable time frame set forth in this Agreement, the non-defaulting Party may seek any remedy available at law or equity, including, but not limited to, injunctive relief and specific performance, provided, however, neither Party may terminate this Agreement or the Declaration without the written consent of the other Party. In the event of any litigation between the Parties arising out of or relating to this Agreement or the performance thereof, the Party substantially prevailing in such action or proceeding shall be entitled to receive from the other Party its reasonable out-of-pocket attorney fees, costs, and disbursements, such amount to be paid within twenty (20) days following written demand for payment by the substantially prevailing Party.

Section 12.3 Notwithstanding anything to the contrary contained herein, each Party shall look only to the other Party's then estate in such Party's Premises (or the proceeds thereof) for the satisfaction of its respective remedies for the collection of a judgment (or other judicial process) requiring the payment of money by the other Party in the event of any default by the other Party hereunder, and no other property or assets of the other Party or its principals, officers, directors, trustees, members, or partners, disclosed or undisclosed, shall be subject to levy, execution, or other enforcement procedure for the satisfaction of the first Party's remedies hereunder. However, notwithstanding the foregoing provisions of this Section 12.3, each of the Parties reserves the right to the remedies of specific performance and injunction.

Section 12.4 Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party be liable to the other hereunder for any special, consequential, or punitive damages.

ARTICLE XIII.
MISCELLANEOUS

Section 13.1 No Oral Agreements; Integration. Except as stated in this Agreement, this Agreement contains all the promises, agreements, conditions, inducements, and understandings between the Parties relative to the matters stated herein, and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, expressed or implied, between the Parties, other than as set forth herein. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection herewith, other than with respect to any agreement between the Parties hereto either (i) executed and delivered simultaneously with this Agreement and/or (ii) that, implicitly or explicitly, by its terms survives the execution of this Agreement and/or the closing thereof.

Section 13.2 Amendments. Except as expressly set forth herein, this Agreement may not be modified, amended, or terminated, except by an instrument in writing signed by the Parties.

Section 13.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in all respects in accordance with, the internal laws of the State of New York (without giving effect to New York's principles of conflicts of law).

(b) Each Party hereby irrevocably submits to the exclusive jurisdiction of any New York State or Federal court with subject matter jurisdiction sitting in the Borough of Manhattan, City of New York over any suit, action or proceeding commenced by or on behalf of any Party hereto arising out of, or relating to, this Agreement.

(c) To the extent permitted by applicable law, each Party hereby waives trial by jury in any action or proceeding, and with respect to any claim asserted in any such action or proceeding, brought by either Party against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties, any claim of injury or damage, or any emergency or other statutory remedy with respect thereto.

Section 13.4 Binding Effect. All of the grants, interests, covenants, agreements, and conditions contained in this Agreement shall (i) run with the lands, buildings, and improvements affected thereby and the Parties' respective interests therein; (ii) inure to the benefit of and be binding upon each Party to this Agreement; such Party's successors and assigns; every party having any right, title, or interest therein and the heirs, distributees, successors, and assigns of any such party; and any mortgagee of such party that may become a "mortgagee-in-possession" or a purchaser who acquires title to any portion of the Zoning Lot through a foreclosure proceeding or a "deed in lieu of foreclosure," or their respective heirs, distributees, successors, and assigns; (iii) to the extent a Party assigns its rights to the holder of any present or future mortgage encumbering any of the properties affected by this Agreement or any interest therein, be enforceable by any such assignee after a default under any such mortgage; and (iv) inure to the benefit of and be binding upon any party who joins in an amendment or similar instrument required by the Zoning Resolution to create, enlarge, or subdivide the Zoning Lot, or executes a waiver of their right to join in any such amendment or similar instrument, and any such party's successors and assigns.

Section 13.5 Captions; Headings. The captions, headings, titles, articles, and sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 13.6 Exhibits. Each of the exhibits referred to herein and attached hereto is incorporated herein by this reference.

Section 13.7 Notices. All notices and other communications hereunder must be given in writing by a Party or such Party's attorney and sent by: (i) personal delivery with proof of delivery thereof, (ii) overnight delivery service with receipt for delivery, (iii) electronic mail with receipt confirmed by the recipient, or (iv) certified United States mail, postage prepaid, with return receipt requested. Each notice shall be deemed to have been given, and the time period in which a response to any such notice must be given shall commence, on (x) with respect to electronic mail, the date the recipient confirms receipt and (y) with respect to the other permitted forms of communication, the date of delivery (or refusal of delivery). Personal delivery to a Party or to any officer, partner,

member, agent, or employee of such Party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request, or response must be addressed to the respective Parties as follows (or to such other address or Party as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt):

If to Owner:

170 EAST 83RD STREET OWNER LLC
c/o Douglaston Development
7 Penn Plaza, Suite 600
New York, New York 10001
Attention: Steven Charno
E-mail: scharno@ddny.com

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Wesley O'Brien, Esq.
Email: Wesley.OBrien@friedfrank.com

If to Developer:

EAST 82 OWNER LLC
c/o Douglaston Development
7 Penn Plaza, Suite 600
New York, New York 10001
Attention: Steven Charno
E-mail: scharno@ddny.com

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Wesley O'Brien, Esq.
Email: Wesley.OBrien@friedfrank.com

Either Party may at any time change the address for notices to such Party by giving a notice as aforesaid.

Section 13.8 Notice to Lenders. All notices, demands, consents, approvals, requests, or other communications that may or must be given by any Party (the "**Notifying Party**") pursuant to this Agreement in the event of a default in performance hereunder shall, in the event either the Owner Premises or the Developer Premises, or any interest in the Owner or the Developer is

encumbered by or subject to a mortgage loan, mezzanine loan, preferred investment, or similar financing (a "**Financing**"), also be sent to the provider of such Financing thereunder (the "**Lender**"), provided the Notifying Party has been previously given notice that either the Owner Premises or the Developer Premises, or any interest in Owner or Developer, as the case may be, is encumbered by or subject to a Financing and the address for notices to such Lender. All notices under this Section 13.8 must be given in the same manner as provided in Section 13.77. In the event that any notice is given by a Notifying Party of a Violation, a Lender may remedy or cure (or cause to be remedied or cured) such Violation in the same manner as the Notifying Party, provided that such Lender gives written notice of its intent to cure to the Notifying Party within five (5) Business Days after receipt of the Notice and cures or commences to cure prior to the taking of any action by the Notifying Party to cure or commence to cure the Violation.

Section 13.9 Estoppel Certificates. Whenever requested by a Party, the other Party (the "**Certifying Party**") shall within ten (10) Business Days thereafter furnish to the requesting Party a written certificate setting forth: (i) whether this Agreement is in full force and effect, to the Certifying Party's knowledge; (ii) the extent to which this Agreement has been assigned, modified, or amended by any instrument, whether or not of record (and if it has, then stating the nature thereof), to the Certifying Party's knowledge; (iii) whether the Certifying Party has served any written notice of breach under this Agreement, which breach remains uncured; (iv) that there exists no state of facts that, with the giving of notice, the passage of time, or both, would constitute a breach by the requesting Party under this Agreement, to the Certifying Party's knowledge; and (v) that the certificate may be relied upon by the requesting Party and any direct or indirect Lender thereof. Such certificate shall constitute a waiver of any claim by the Certifying Party that is (x) based upon facts that are contrary to those asserted in the certificate and (y) asserted against the named recipient of the certificate (including a bona fide encumbrancer or purchaser for value), and any direct or indirect Lender thereof, that did not have knowledge of facts contrary to those contained in the certificate.

Section 13.10 Further Assurances. The Parties shall execute, acknowledge, and deliver such further instruments, and take such other or further actions as may be reasonably required to carry out and effectuate the intent and purpose of the Declaration or this Agreement, or to confirm or perfect any right to be created or transferred hereunder, all at the sole cost and expense of the Party requesting such further assurances.

Section 13.11 Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement shall not defeat or render invalid the lien of any mortgage made for value that encumbers either the Developer Premises or the Owner Premises, but such terms, conditions, covenants, or restrictions shall be binding upon and effective against any person who becomes an owner of either the Developer Premises or the Owner Premises by acquiring title thereto or any portion thereof by foreclosure, trustee's sale, or otherwise.

Section 13.12 Non-Waiver of Performance. Any failure by a Party hereto (collectively and/or individually referred to herein as the "**Non-Waiving Party**") to insist upon the strict performance by the other Party hereto of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Non-Waiving Party, notwithstanding such failure, may 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 the other Party.

Section 13.13 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The terms "herein," "hereof," or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless a contrary intent is expressly set forth. The term "including" shall be construed to mean "including, without limitation," unless a contrary intent is specifically set forth.

Section 13.14 Recording. Developer shall record this Agreement and the Declaration with the Register's Office against the Owner Land and the Developer Land at its sole cost and expense.

Section 13.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall be construed as and shall constitute but one and the same instrument.

Section 13.16 Severability. If any term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, and the Parties hereto shall negotiate in good faith to agree upon the terms of a mutually satisfactory provision to be substituted for the term or provision that is void or unenforceable.

Section 13.17 Condominium. In the event that all or any portion of a Party's Premises is subjected to a condominium, cooperative, "cond-op," or other similar form of ownership (each, a "**Condominium**"), the rights and obligations of such Party hereunder, including, without limitation, the rights to consent to modifications or amendments of this Agreement and obligations to execute documents hereunder, shall be vested solely in (i) the sponsor of the Condominium for so long as the sponsor or declarant is entitled to control the board pursuant to the documents establishing the condominium, and (ii) upon the loss of a majority interest by sponsor or declarant in the Condominium, in the board charged with operating the Condominium. In no case shall the consent of any individual owner of any condominium unit be required. Any condominium declaration or other organizational documents for a Condominium covering all or a portion of a Party's Premises shall include specific reference to this Agreement and the Zoning Lot, and shall disclose the terms of this Section 13.17. All individual unit owners within such a Condominium shall, as a condition to the acquisition of a unit within the Condominium, consent expressly to the administration of this Agreement by the sponsor or the board, as the case may be, and shall grant a power of attorney to the sponsor or the board, as the case may be, expressly authorizing the sponsor or board to act on the unit owner's behalf with respect to the enforcement, modification, and administration of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

OWNER:
170 EAST 83RD STREET OWNER LLC

By: _____
Name: Steven Charno
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
).ss.:
COUNTY OF NEW YORK)

On the 3rd day of June in the year 2024 before me, the undersigned, personally appeared Steven Charno, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA HOANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6443533
Qualified in Queens County
My Commission Expires 11-07-2026

_____
Notary Public

[Signatures continue on following page]

DEVELOPER:
EAST 82 OWNER LLC

By: _____
Name: Steven Charno
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
).ss.:
COUNTY OF NEW YORK)

On the 3rd day of June in the year 2024 before me, the undersigned, personally appeared Steven Charno personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA HOANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6443533
Qualified in Queens County
My Commission Expires 11-07-2026

_____
Notary Public

Exhibit A

Legal Description – Owner Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 83rd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE southerly, along the westerly side of Third Avenue, a distance of 97.29 feet (97 feet 3-1/2 inches) to a point;

THENCE westerly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inches) to a point;

THENCE southerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point on the centerline of the block;

THENCE westerly, parallel to East 83rd Street, along said centerline of the block, and at right angles to the previous course, a distance of 50.68 feet (50 feet 8-1/8 inches) to a point;

THENCE northerly, parallel with Third Avenue, and at right angles to the previous course, a distance of 102.17 feet (102 feet 2 inches) to a point on the southerly side of East 83rd Street;

THENCE easterly, along the southerly side of said East 83rd Street, and at right angles to the previous course, a distance of 149.72 feet (149 feet 8-2/3 inches) to the point or place of BEGINNING.

Exhibit B

Legal Description – Developer Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of East 82nd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE westerly, along the northerly side of said East 82nd Street, a distance of 102.17 feet (102 feet 2 inches) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE easterly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point on the centerline the block;

THENCE easterly, along said centerline of the block and parallel to East 83rd Street, and at right angles to the previous course, a distance of 3.18 feet (3 feet 2-1/8 inches) to a point;

THENCE northerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point;

THENCE easterly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inch) to a point on the westerly side of Third Avenue;

THENCE southerly, along the westerly side of said Third Avenue, and at right angles to the previous course, a distance of 107.05 feet (107 feet 5/8 inches) to the point or place of BEGINNING.

Exhibit C

Survey

[Attached]

NOTES:

1. PROPERTY KNOWN AS LOT 33, BLOCK 1511, AS SHOWN ON THE NEW YORK CITY DIGITAL TAX MAP OF THE BOROUGH OF MANHATTAN, COUNTY, CITY AND STATE OF NEW YORK.

2. AREA = 25,738 S.F. OR 0.5908 AC.

3. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE ASBUILT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTJRES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.

4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL AS LISTED HEREON.

5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.

6. BY GRAPHIC PLOTTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER REF. #2.

7. THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.

8. ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88), WHICH IS 1.652 FEET BELOW THE BOROUGH OF MANHATTAN DATUM. ELEVATIONS ARE BASED UPON REF. BM#1058, ELEV. 81.491 FEET(83.14' NAVD88).

   TO CONVERT TO MANHATTAN HIGHWAY DATUM SUBTRACT 1.652 FEET TO THE ELEVATIONS LISTED.
   TO CONVERT TO NGVD1929 ADD 1.10 TO THE ELEVATIONS LISTED.
   TEMPORARY BENCH MARKS SET:
   TBM-A: X-CUT SET IN SIDEWALK ON THE NORTHERLY SIDE OF 83RD STREET.
   ELEVATION = 83.47'
   TBM-B: X-CUT SET IN SIDEWALK ON THE NORTHWESTERLY CORNER OF 82ND STREET & 3RD AVE.
   ELEVATION = 72.95'

   PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT HE BENCHMARKS ILLUSTRATED ON THIS SKETCH HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CONFIRMED. ANY CONFLICTS MUST BE REPORTED PRIOR TO CONSTRUCTION.

9. ENCROACHMENTS AND VAULTS, IF ANY, BELOW SURFACE NOT SHOWN HEREON.

10. THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.

REFERENCES:

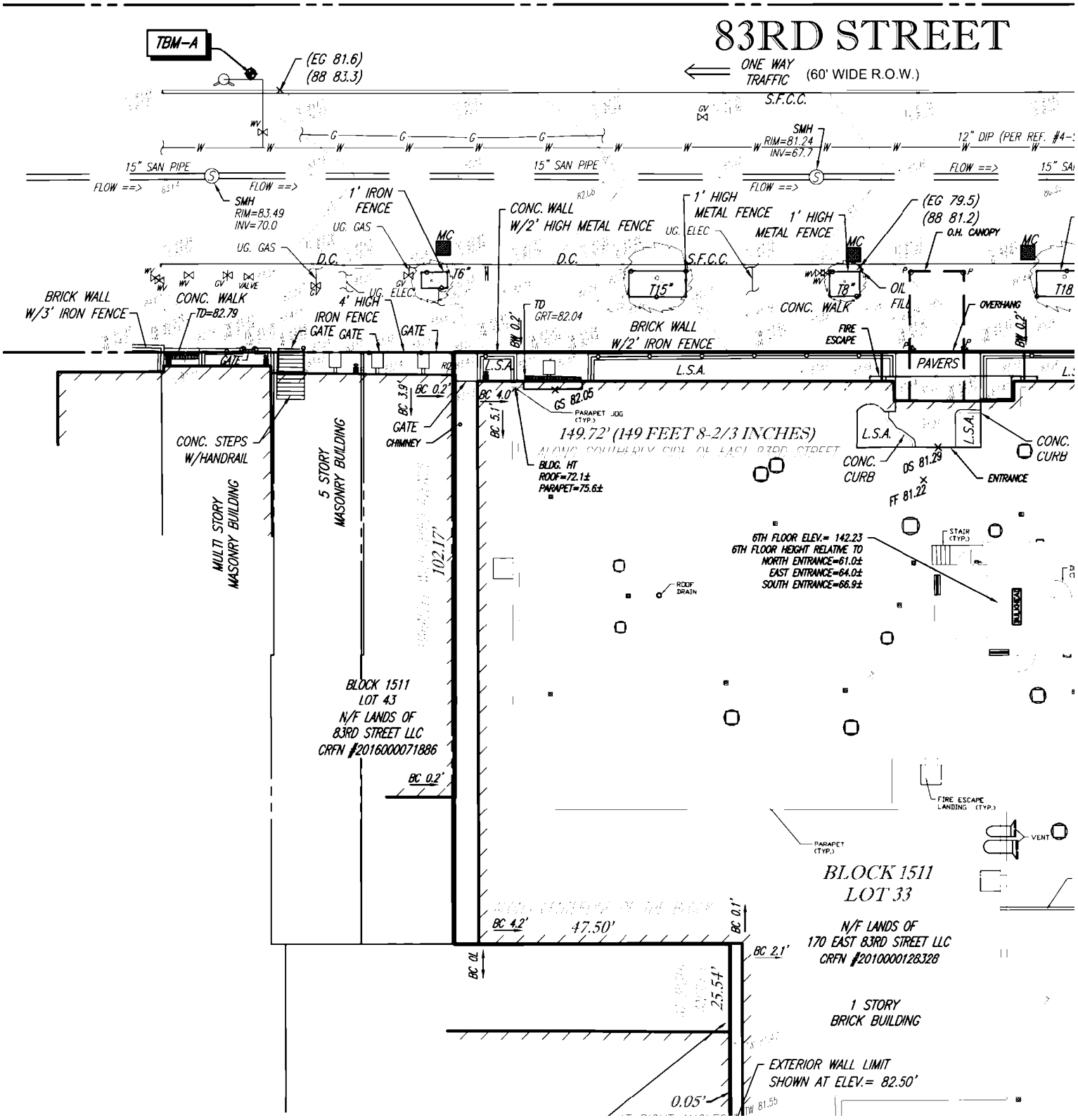
1. THE NEW YORK CITY DIGITAL TAX MAP OF THE BOROUGH OF MANHATTAN, COUNTY, CITY AND STATE OF NEW YORK.

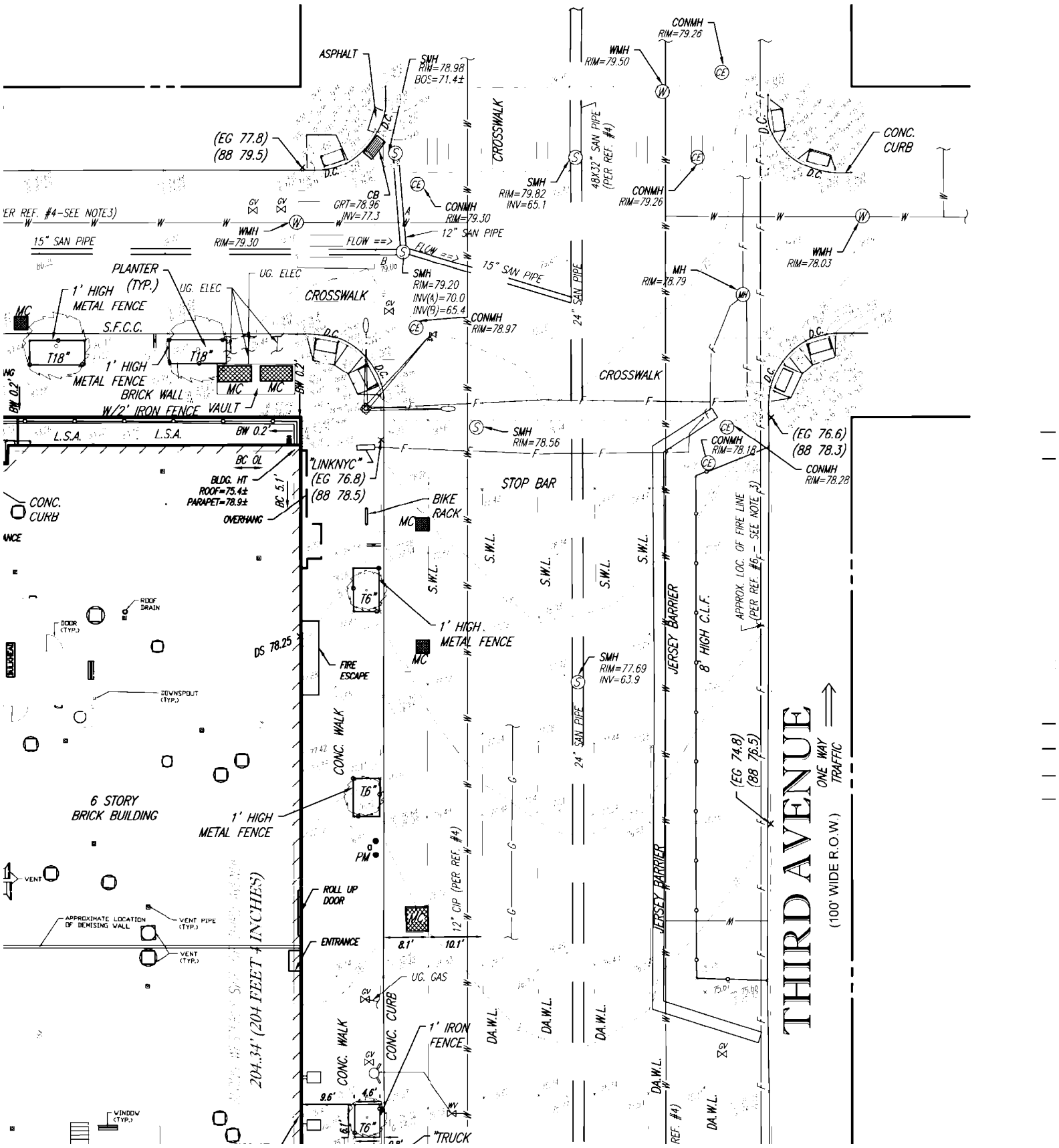
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP, CITY OF NEW YORK, NEW YORK, BRONX, RICHMOND, NEW YORK, QUEENS AND KINGS COUNTIES," PANEL 89 OF 457, MAP NUMBER 3604970089F, MAP REVISED: SEPTEMBER 5, 2007.

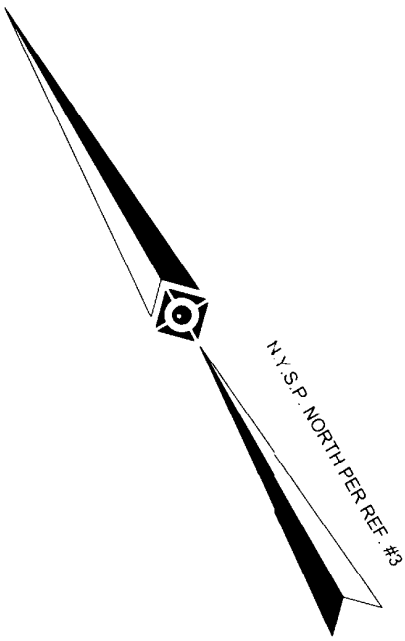
3. SECTION MAP ENTITLED "SECTIONAL MAP 79, BOROUGH OF MANHATTAN", PREPARED BY THE CITY OF NEW YORK PRESIDENT OF THE BOROUGH OF MANHATTAN TOPOGRAPHICAL BUREAU.

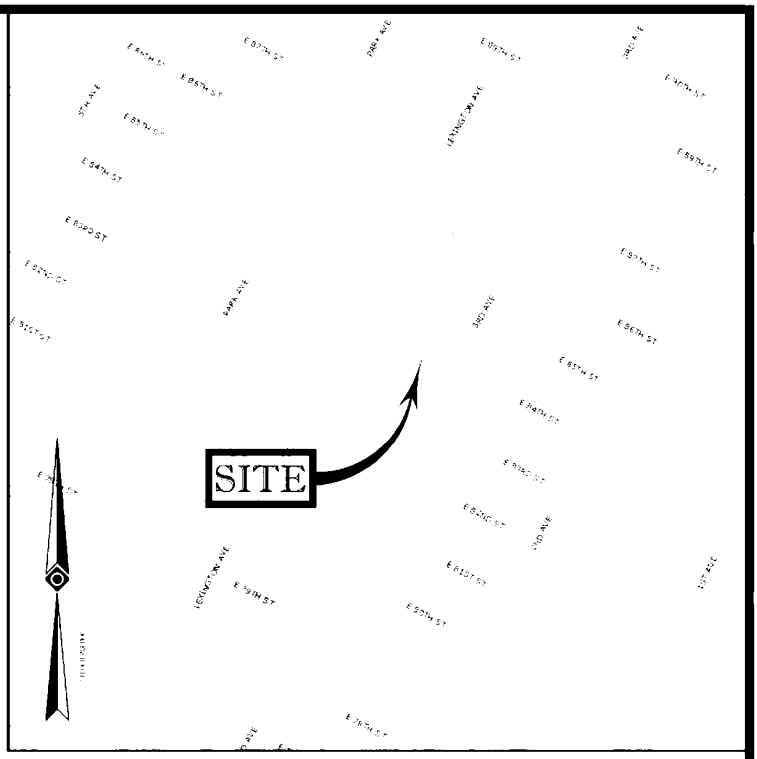
4. MAPS ENTITLED "WATER MAPPING & SEWER MAPPING" PROVIDED BY THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF WATER AND SEWER OPERATIONS. MAP PRINTED 05/03/2023.

5. FDNY MAP NO. 74, PROVIDED BY THE CITY OF NEW YORK, FIRE DEPARTMENT BUREAU OF FIRE COMMUNICATIONS DISTRIBUTION CABLE, BOROUGH OF MANHATTAN. MAP DATED AUG. 10, 1916.


83RD STREET
TBM-A
(EG 81.6)
(88 83.3)
ONE WAY TRAFFIC
(60' WIDE R.O.W.)
S.F.C.C.
SMH
RIM=81.24
INV=67.7
12" DIP (PER REF. #4-
15" SAN PIPE
FLOW ==>
SMH
RIM=83.49
INV=70.0
1' IRON FENCE
UG. GAS
CONC. WALL W/2' HIGH METAL FENCE
1' HIGH METAL FENCE
UG. ELEC
(EG 79.5)
(88 81.2)
O.H. CANOPY
MC
D.C.
S.F.C.C.
T6"
T15"
T8"
T18
BRICK WALL W/3' IRON FENCE
CONC. WALK
TD=82.79
4' HIGH IRON FENCE
GATE
TD
GRT=82.04
BRICK WALL W/2' IRON FENCE
OIL FILL
OVERHANG
FIRE ESCAPE
PAVERS
L.S.A.
BC 0.2'
BC 3.9'
BC 4.0'
BC 5.1'
GS 82.05
PARAPET JOG (TYP.)
149.72' (149 FEET 8-2/3 INCHES)
CHIMNEY
CONC. STEPS W/HANDRAIL
5 STORY MASONRY BUILDING
MULTI STORY MASONRY BUILDING
BLDG. HT
ROOF=72.1±
PARAPET=75.6±
CONC. CURB
DS 81.29
FF 81.22
ENTRANCE
6TH FLOOR ELEV.= 142.23
6TH FLOOR HEIGHT RELATIVE TO
NORTH ENTRANCE=61.0±
EAST ENTRANCE=64.0±
SOUTH ENTRANCE=66.9±
STAIR (TYP.)
ROOF DRAIN
102.17'
BLOCK 1511
LOT 43
N/F LANDS OF
83RD STREET LLC
CRFN #2016000071886
BC 0.2'
FIRE ESCAPE LANDING (TYP.)
VENT
PARAPET (TYP.)
BLOCK 1511
LOT 33
N/F LANDS OF
170 EAST 83RD STREET LLC
CRFN #2010000128328
BC 4.2'
47.50'
BC 0.1'
BC 2.1'
BC 0L
25.54'
1 STORY
BRICK BUILDING
EXTERIOR WALL LIMIT
SHOWN AT ELEV.= 82.50'
0.05'
TW 81.55


ASPHALT
SMH RIM=78.98 BOS=71.4±
(EG 77.8) (88 79.5)
CROSSWALK
CONMH RIM=79.26
WMH RIM=79.50
48"X32" SAN PIPE (PER REF. #4)
SMH RIM=79.82 INV=65.1
CONC. CURB
CONMH RIM=79.26
CB GRT=78.96 INV=77.3
CONMH RIM=79.30
12" SAN PIPE
FLOW ==>
WMH RIM=79.30
WMH RIM=78.03
15" SAN PIPE
MH RIM=78.79
PLANTER (TYP.)
UG. ELEC
1' HIGH METAL FENCE
S.F.C.C.
SMH RIM=79.20 INV(4)=70.0 INV(5)=65.4
CONMH RIM=78.97
24" SAN PIPE
T18"
BRICK WALL W/2' IRON FENCE
VAULT
BW 0.2'
L.S.A.
SMH RIM=78.56
CONMH RIM=78.18
(EG 76.6) (88 78.3)
CONMH RIM=78.28
"LINKNYC" (EG 76.8) (88 78.5)
BC OL
BLDG. HT ROOF=75.4± PARAPET=78.9±
OVERHANG
BC 5.1'
CONC. CURB
STOP BAR
BIKE RACK
S.W.L.
T6"
1' HIGH METAL FENCE
ROOF DRAIN
DOOR (TYP.)
DS 78.25
FIRE ESCAPE
DOWNSPOUT (TYP.)
JERSEY BARRIER
8' HIGH C.L.F.
APPROX. LOC. OF FIRE LINE (PER REF. #6 - SEE NOTE #3)
SMH RIM=77.69 INV=63.9
24" SAN PIPE
(EG 74.8) (88 76.5)
CONC. WALK
6 STORY BRICK BUILDING
1' HIGH METAL FENCE
PM
ROLL UP DOOR
ENTRANCE
12" CIP (PER REF. #4)
8.1'
10.1'
VENT
APPROXIMATE LOCATION OF DEMISING WALL
VENT PIPE (TYP.)
VENT (TYP.)
UG. GAS
CONC. CURB
1' IRON FENCE
DA.W.L.
204.34' (204 FEET 4 INCHES)
9.6'
4.6'
6.1'
WINDOW (TYP.)
"TRUCK
THIRD AVENUE
(100' WIDE R.O.W.)
ONE WAY TRAFFIC





VICINITY MAP
NOT TO SCALE

LEGEND

125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× TC 123.45	EXIST. TOP OF CURB ELEVATION
× G 122.95	EXIST. GUTTER ELEVATION
× TW 123.45	EXIST. TOP OF WALL ELEVATION
× BW 122.95	EXIST. BOTTOM OF WALL ELEVATION
× FF 123.45	EXIST. FINISHED FLOOR ELEVATION
× DS 123.45	EXIST. DOOR SILL ELEVATION
× (88-125.45)	EXIST. GRADE ELEVATION (PER REF. 3) CONVERTED TO NAVD 88 DATUM
× (EG 125.45)	EXIST. GRADE ELEVATION (PER REF. 3)
OH	OVERHEAD WIRES
G	APPROX. LOC. UNDERGROUND GAS LINE
F	APPROX. LOC. UNDERGROUND FORCEMAN LINE
	DEPRESSED CURB
	HYDRANT
WV	WATER VALVE
VALVE	UNKNOWN VALVE
GV	GAS VALVE
EMH (E)	ELECTRIC MANHOLE
DMH (D)	DRAINAGE/STORM MANHOLE
SMH (S)	SANITARY/SEWER MANHOLE
TMH (T)	TELEPHONE MANHOLE
MH (MH)	UNKNOWN MANHOLE
WMH (W)	WATER MANHOLE
C/O	CLEAN OUT
P	POST
V#	

	TRAFFIC SIGNAL POLE
	SIGN
	BOLLARD
	U-BOLLARD
PM	PARKING METER
	AREA LIGHT
	CATCH BASIN OR INLET
T#	DECIDUOUS TREE & TRUNK SIZE
10	PARKING SPACE COUNT
S.F.C.C.	STEEL FACE CONC. CURB
U.G.	UNDER GROUND
C.L.F.	CHAIN LINK FENCE
D.C.	DEPRESSED CURB
G.L.	GUTTER LINE
L.S.A.	LANDSCAPED AREA
MC	METAL COVER
S.W.L.	SOLID WHITE LINE
S.Y.L.	SOLID YELLOW LINE
HT.	HEIGHT
DA.W.L.	DASHED WHITE LINE
BLDG.	BUILDING
B.F.P.A.	BUILDING FOOTPRINT AREA
U.T.O.	UNABLE TO OPEN
B.O.S.	BOTTOM OF STRUCTURE
HT.	HEIGHT
OL	ONLINE
BW	BOTTOM WALL DIMENSION

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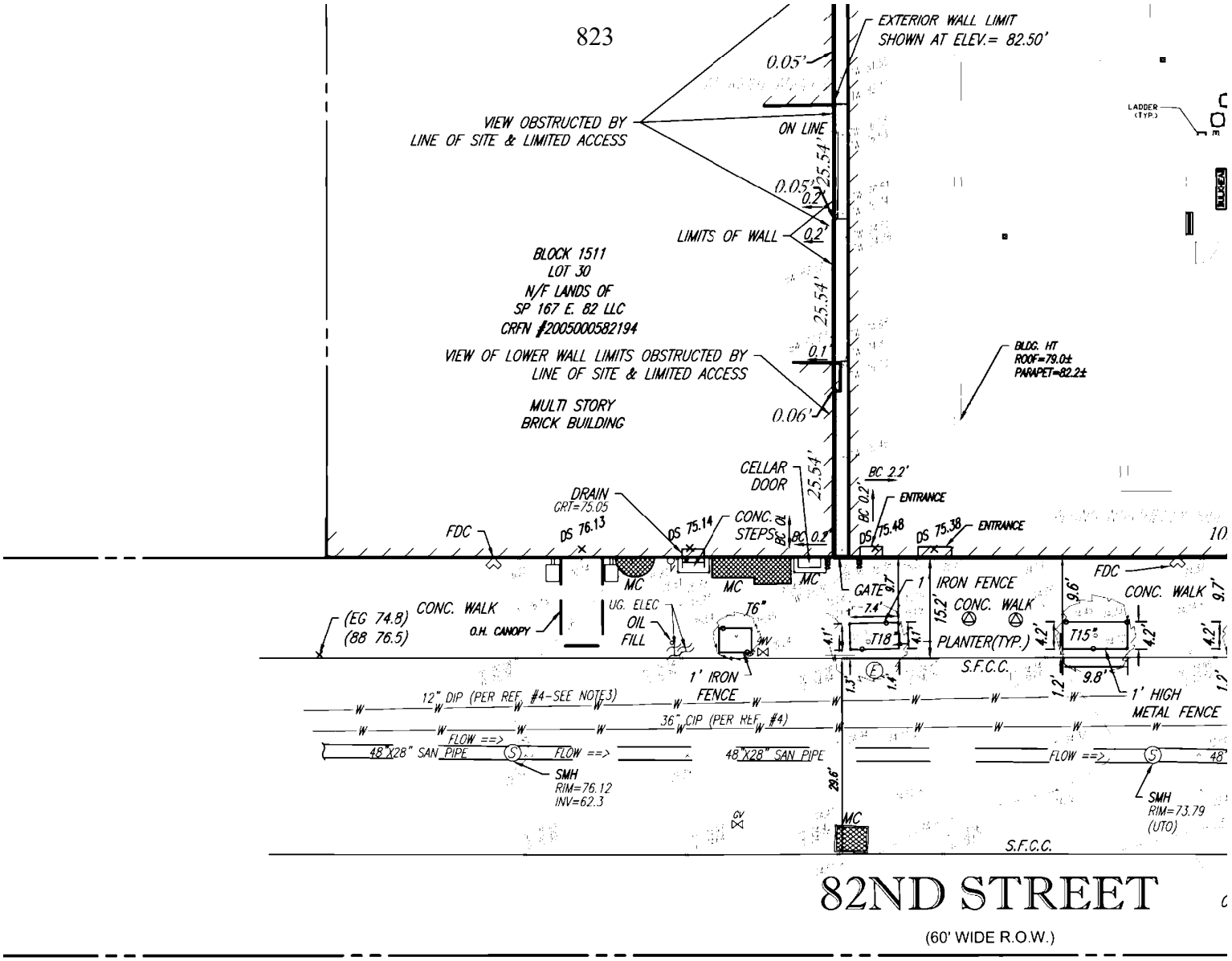
THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC., IS PROHIBITED.

CERTIFY TO:

- ROYAL ABSTRACT OF NEW YORK LLC
- FIRST AMERICAN TITLE INSURANCE COMPANY
- BANKUNITED, N.A.., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR RESPECTIVE INTERESTS MAY APPEAR
- 170 EAST 83RD STREET LLC



UTILITIES

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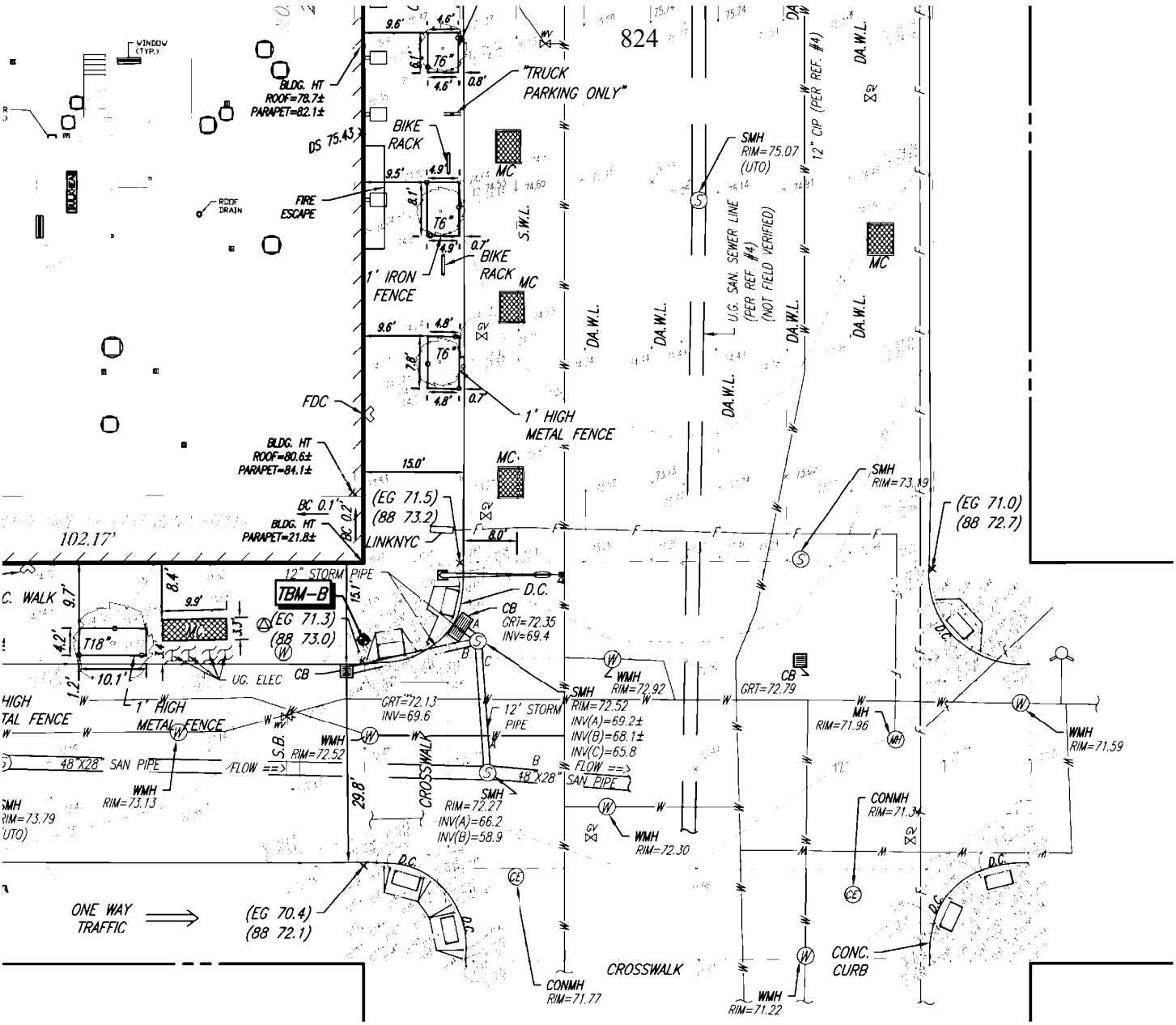

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UTILITIES:

THE FOLLOWING COMPANIES WERE NOTIFIED BY THE NEW YORK CITY ONE-CALL SYSTEM (1-800-272-4480) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST.
TICKET NUMBER: 200410539

UTILITY COMPANY	PHONE NUMBER	STATUS
CABLEVISION OF NEW YORK CITY	800-262-8600	CLEAR/NO CONFLICT
CONSOLIDATED EDISON CO. OF N.Y.	800-262-8600	MARKED
EMPIRE CITY SUBWAY MANHATTAN	212-519-4934	MARKED
INTERSECTION	646-834-9719	MARKED
LIGHTOWER FIBER NY	724-416-2957	MARKED
RCN	800-262-8600	CLEAR/NO CONFLICT
TIME WARNER CABLE - MANHATTAN	800-262-8600	CLEAR/NO CONFLICT

& L.I. NEW YORK CITY ONE CALL CENTER 1-800-272-4480 STOP-CALL-THEN Dig Safely

UNAUTHORIZED ALTERATION OR ADDITION
SURVEYOR'S SEAL IS A VIOLATION OF SEC
STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS
LAND SURVEYOR'S EMBOSSED SEAL SHALL

C/O	CLEAN OUT
P	POST
V#	VENT & NUMBER OF VENTS
UP	UTILITY POLE
	GUY WIRE
	STREET LIGHT
MW	MONITORING WELL
	DETECTABLE WARNING PAD

825

B.O.S.	BOTTOM OF STRUCTURE
HT.	HEIGHT
OL	ONLINE
BW	BOTTOM WALL DIMENSION
BC	BUILDING CORNER DIMENSION
1.0'	OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE

PREPARED BY:

CONTROL POINT ASSOCIATES INC. PC

9 TIMES SQUARE,
200 WEST 41ST STREET, 14TH FLOOR
NEW YORK, NY 10136
646.780.0411 - 908.668.9595 FAX
WWW.CPASURVEY.COM

WARREN, NJ 908.668.0099
CHALFONT, PA 215.712.9800
MT. LAUREL, NJ 609.857.2099
LONG ISLAND, NY 631.580.2645
SOUTHBOROUGH, MA 508.948.3000
ALBANY, NY 518.217.5010

NO.	DATE	BY	DESCRIPTION	APPROVED
6.	10-05-2023	JH	ADA RAMPS ADDED	J.S.S.
5.	06-30-2023	JH	NOTES REVISED	J.S.S.
4.	05-09-2023	JH	SURVEY UPDATE	K.J.S.
3.	03-14-2023	WH	ADDED ALLEYWAY INFORMATION	K.J.S.
2.	03-08-2023	HP	ADDED ROOF INFORMATION	K.J.S.
1.	03-13-2020	AB	ADDED CERTIFIED PARTIES	K.J.S.

REVISIONS

PROJECT NAME

170 EAST 83RD STREET

LOT 33 / BLOCK 1511
BOROUGH OF MANHATTAN
CITY, COUNTY AND STATE OF NEW YORK

DRAWING TITLE

BOUNDARY & TOPOGRAPHIC SURVEY

SEAL & SIGNATURE

10-05-2023

JONATHAN S. SCHMIDT DATE
NEW YORK PROFESSIONAL LAND SURVEYOR #050821
E-MAIL JSCHMIDT@CPASURVEY.COM

FIELD DATE:	02-17-20 09-27-23 05-02-23
FIELD BK:	NY 20-01
FIELD CREW:	DC / WR / CP
F. B. PAGE:	66-67 61 23-12
DATE:	03-05-2020
SCALE:	1"=20'
PROJECT No:	04-190329
DRAWING BY:	AB
CHK BY:	WW
APPROVED BY:	KJS
DWG No:	V-001.0.3
CAD FILE No:	04-190329-03
PAGE No:	1 OF 1

RAPHIC SCALE

20 40 80

(IN FEET)
1 inch = 20 ft.

ADDITION TO A SURVEY MAP BEARING A LICENSED LAND
N OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK

AL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE
EAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

Exhibit D

Developer Ventilation Easement Area

[Attached]

Exhibit D, SKM-041224-01, 1 of 6

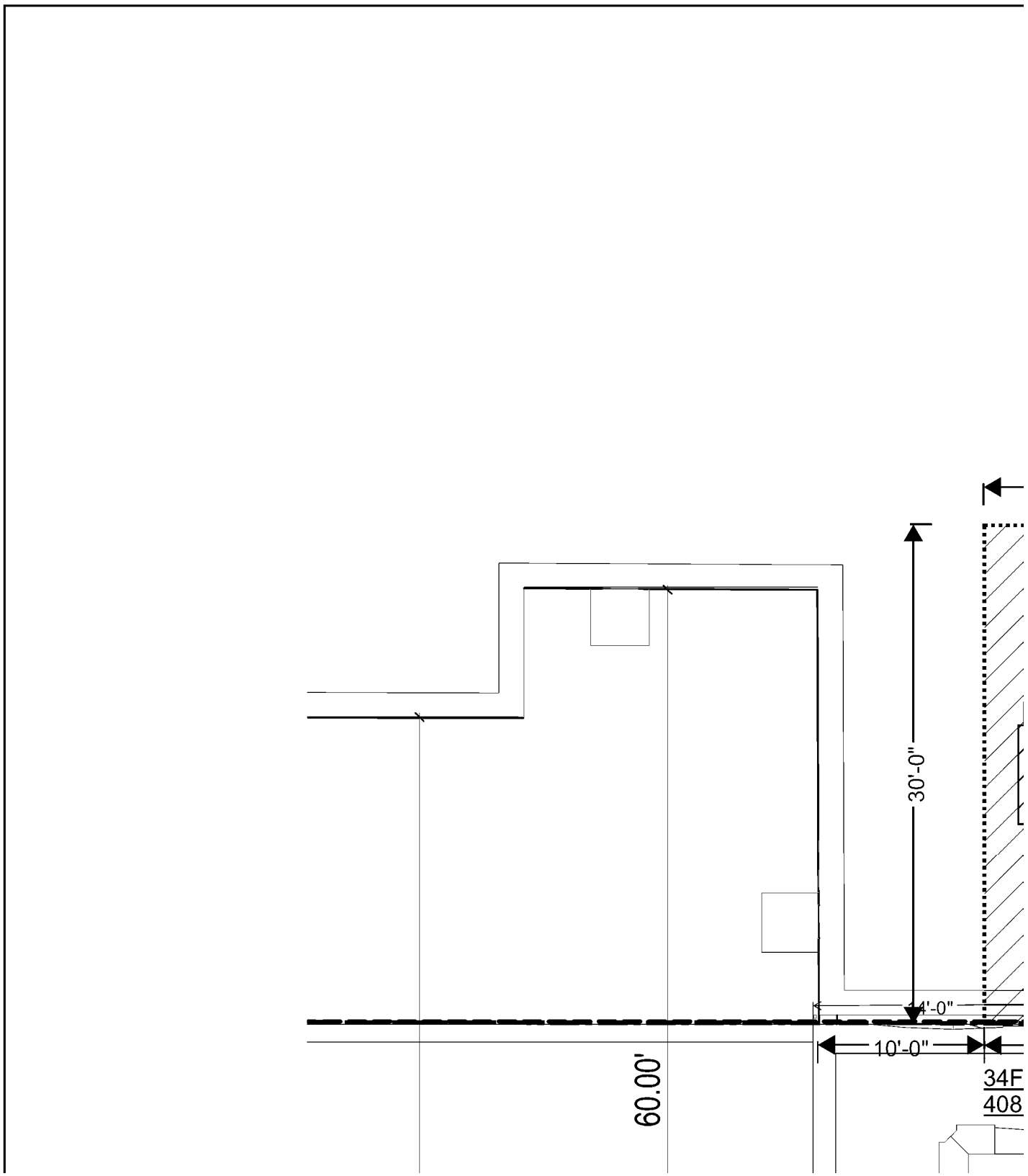


Exhibit D, SKM-041224-01, 2 of 6

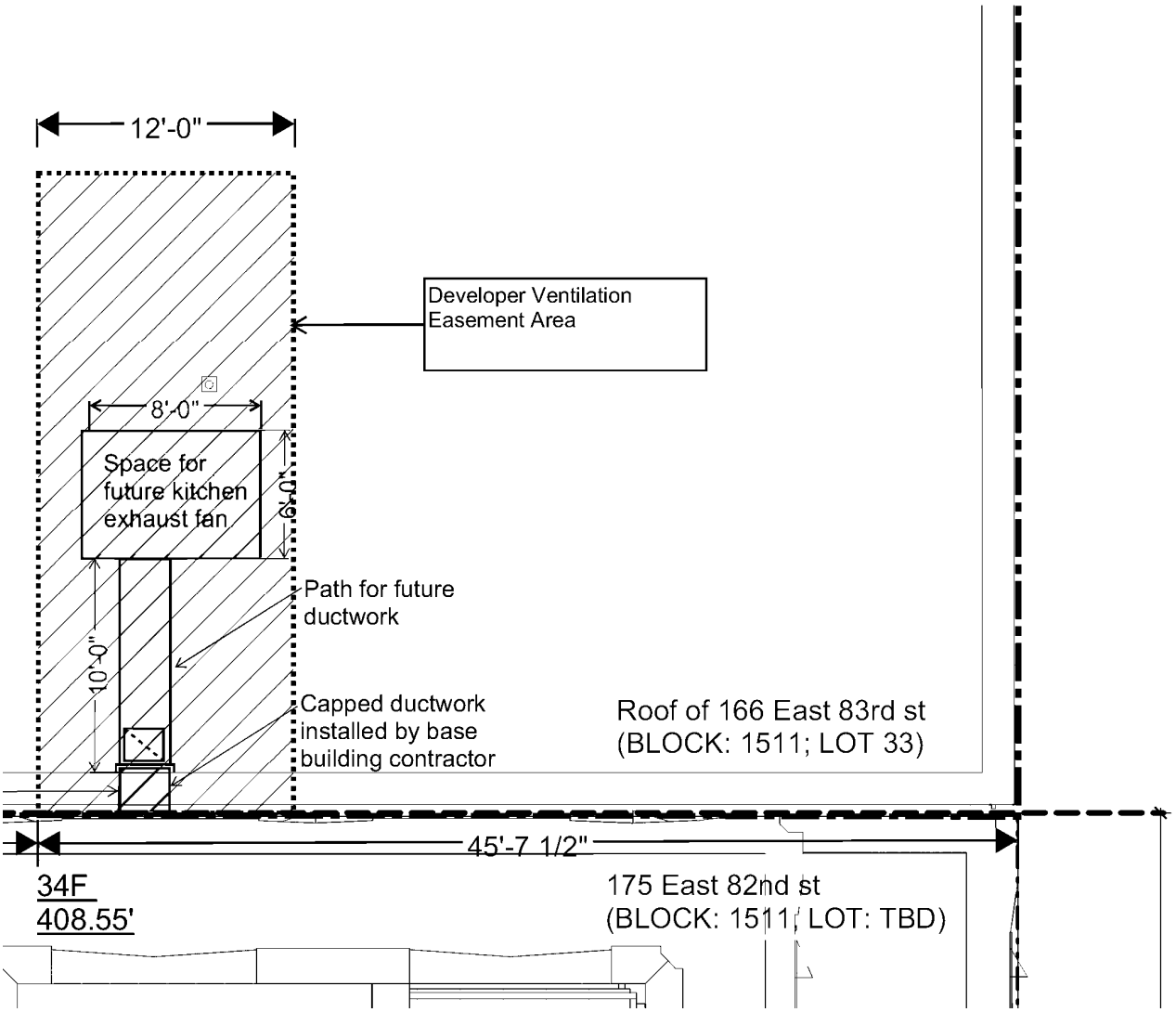
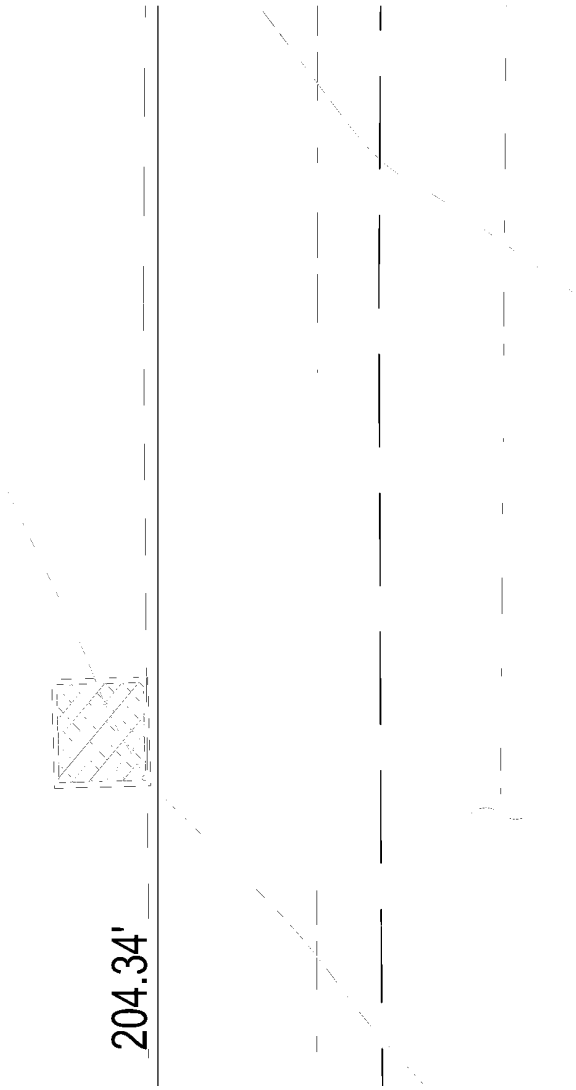


Exhibit D, SKM-041224-01, 3 of 6



175 E 82ND ST

175 EAST 82ND STREET, NEW YORK, NY

OWNER:
EAST 82 OWNER, LLC
C/O DOUGLASTON DEVELOPMENT
7 PENN PLAZA, SUITE 600
NEW YORK, NY 10001
T: 212.991.4545

ARCHITECT:
CETRA RUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA, SUITE 800
NEW YORK, NY 10004
212.941.9801

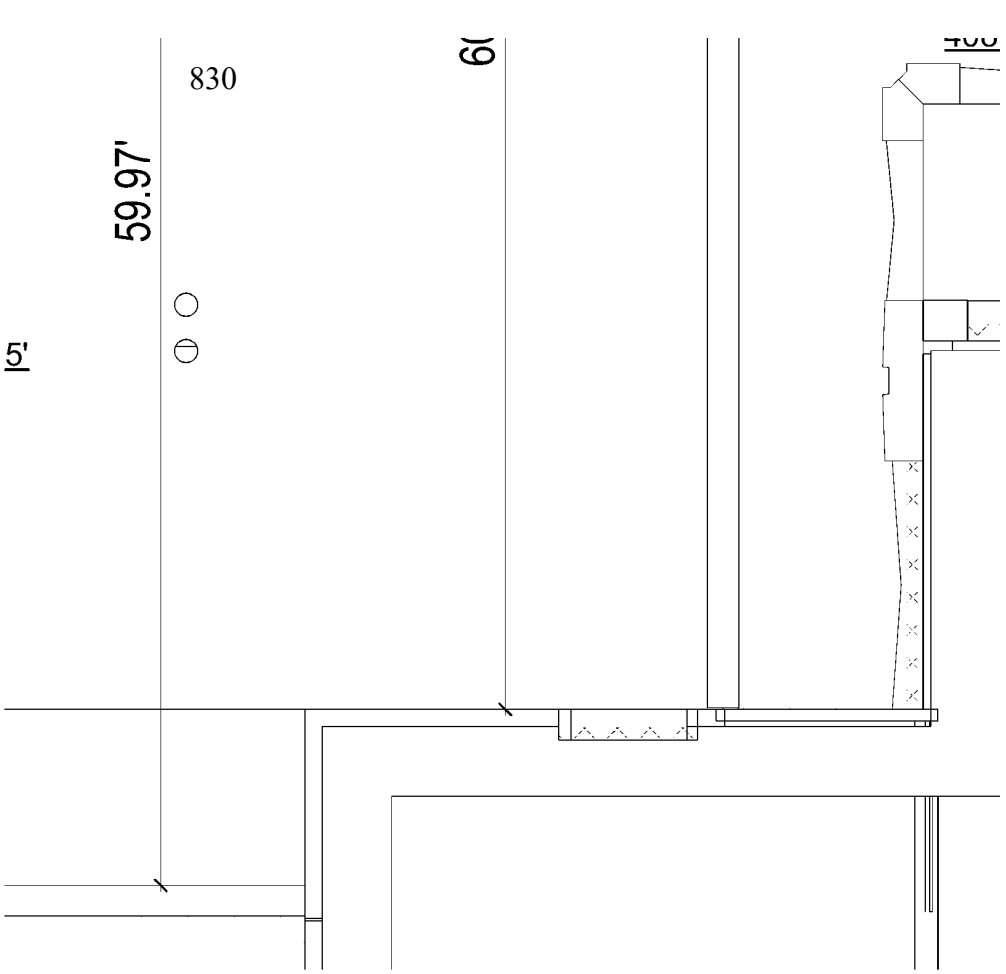
STRUCTURAL ENGINEER:
WSP
1 PENN PLAZA 4TH FL, 250 WEST 34TH STREET
NEW YORK, NY 10119
T: 212.465.5000

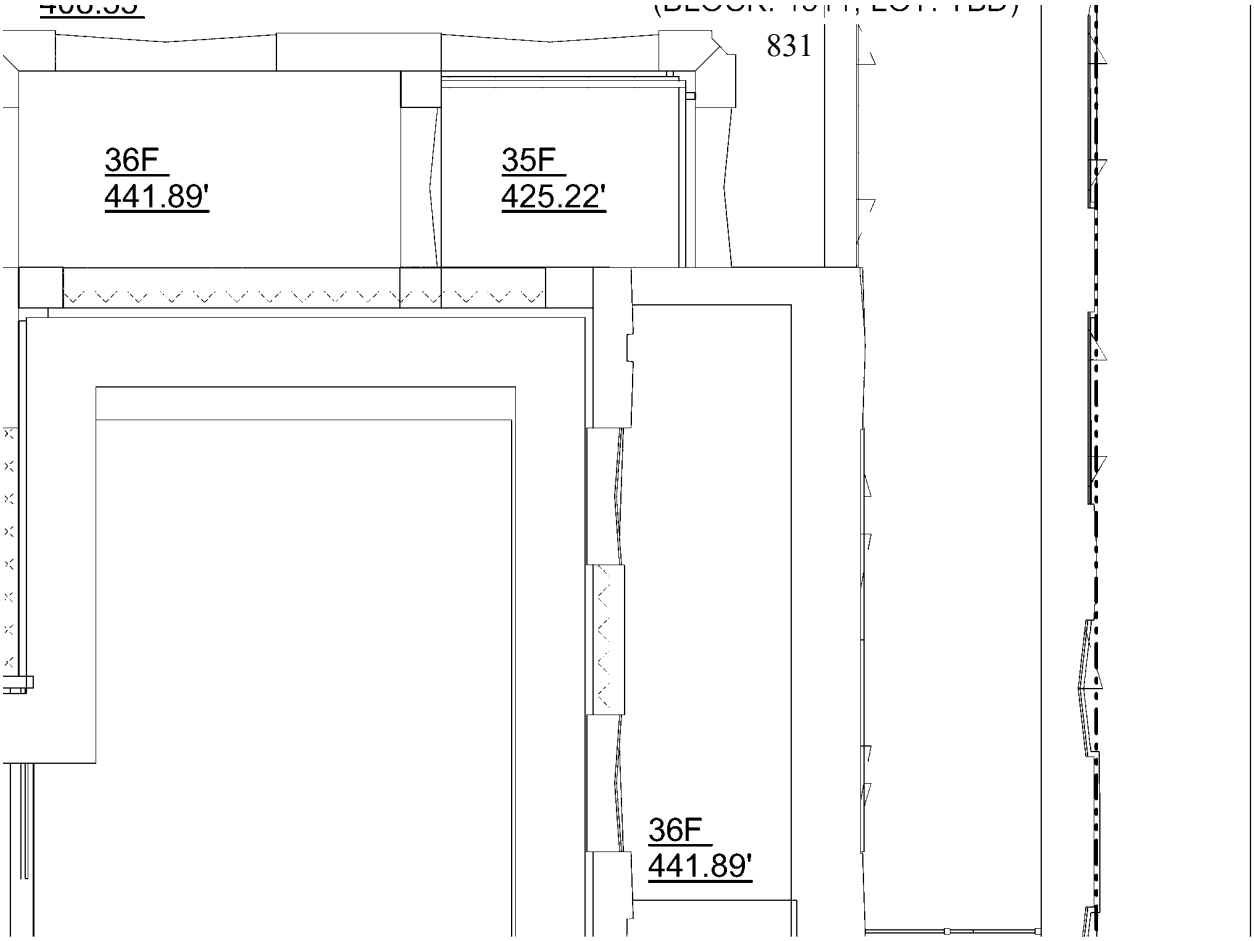
MEP ENGINEER:
COSENTINI ASSOCIATES
498 SEVENTH AVENUE
NEW YORK, NY 10018
T: 212.615.3600

GEOTECH/SITE/CIVIL ENGINEER:
LANGAN
360 WEST 31ST STREET, 8TH FLOOR
NEW YORK, NY 10001
T: 212.249.5400

FACADE CONSULTANT:
AJLP / SURFACE DESIGN
40 WORTH STREET, SUITE 814
NEW YORK, NY 10013
T: 212.757.5659

LIGHTING DESIGNER:
ONE LUX STUDIO


830
59.97'
5'


831
36F
441.89'
35F
425.22'
36F
441.89'

T: 212.757.5659

LIGHTING DESIGNER:
ONE LUX STUDIO
158 WEST 29TH STREET, 10TH FL
NEW YORK, NY 10001
T: 212.201.5790

VERTICAL TRANSPORTATION:
LERCH BATES
1430 BROADWAY
NEW YORK, NY 10018

KITCHEN EXHAUST DUCTWORK EASEMENT SKETCH

SKM-041224-01

DRAWING NO.

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

DOB PAGE NO.

DOB FILE NO.

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA NEW YORK NY 10004 T 212 941 9801 F 212 941 9440
WWW.CETRARUDDY.COM

Exhibit E

Owner Reinforcement Easement Area

[Attached]

Exhibit E, 01, 1 of 6

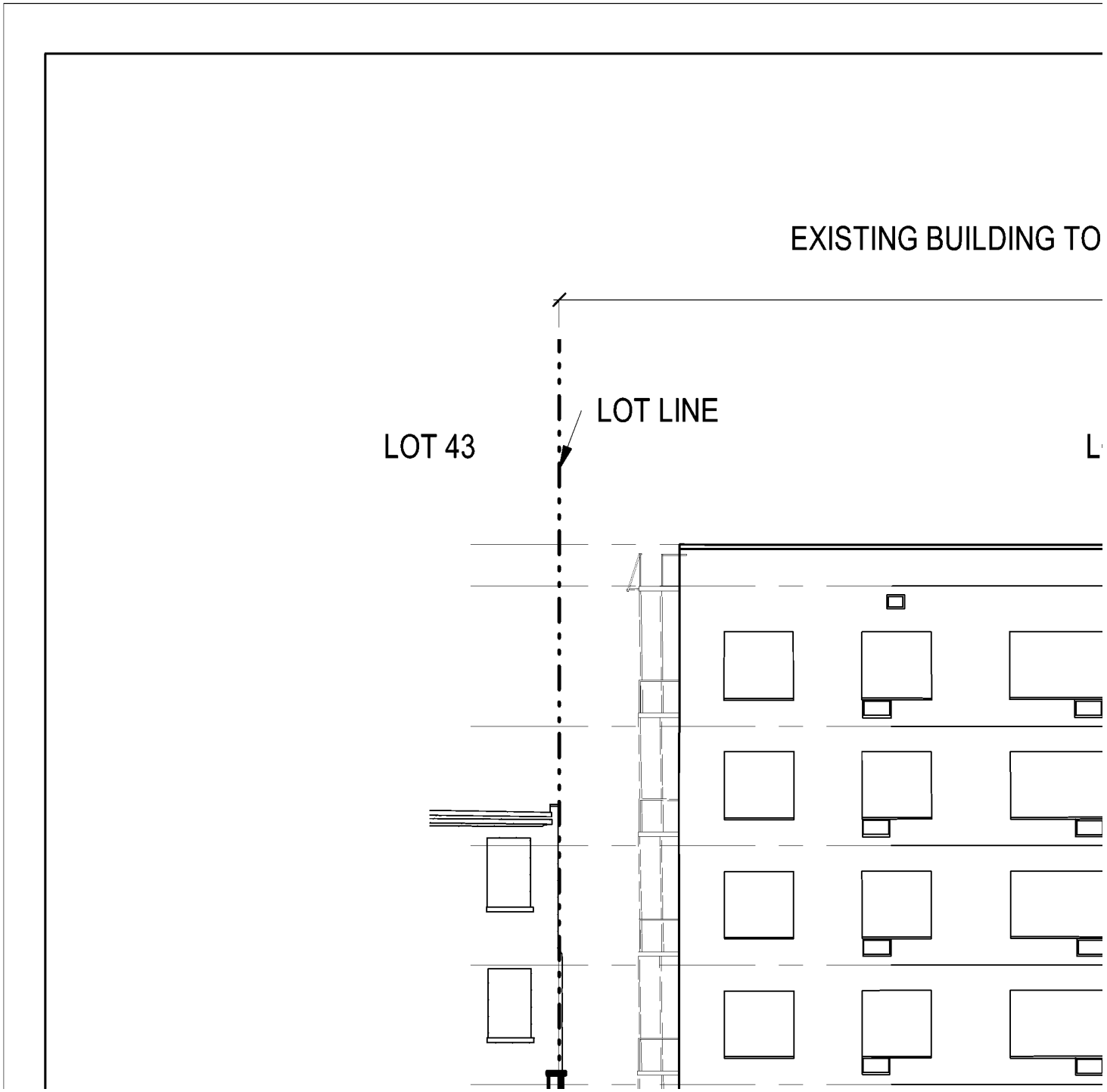


Exhibit E, 01, 2 of 6

G TO REMAIN

149' - 8"

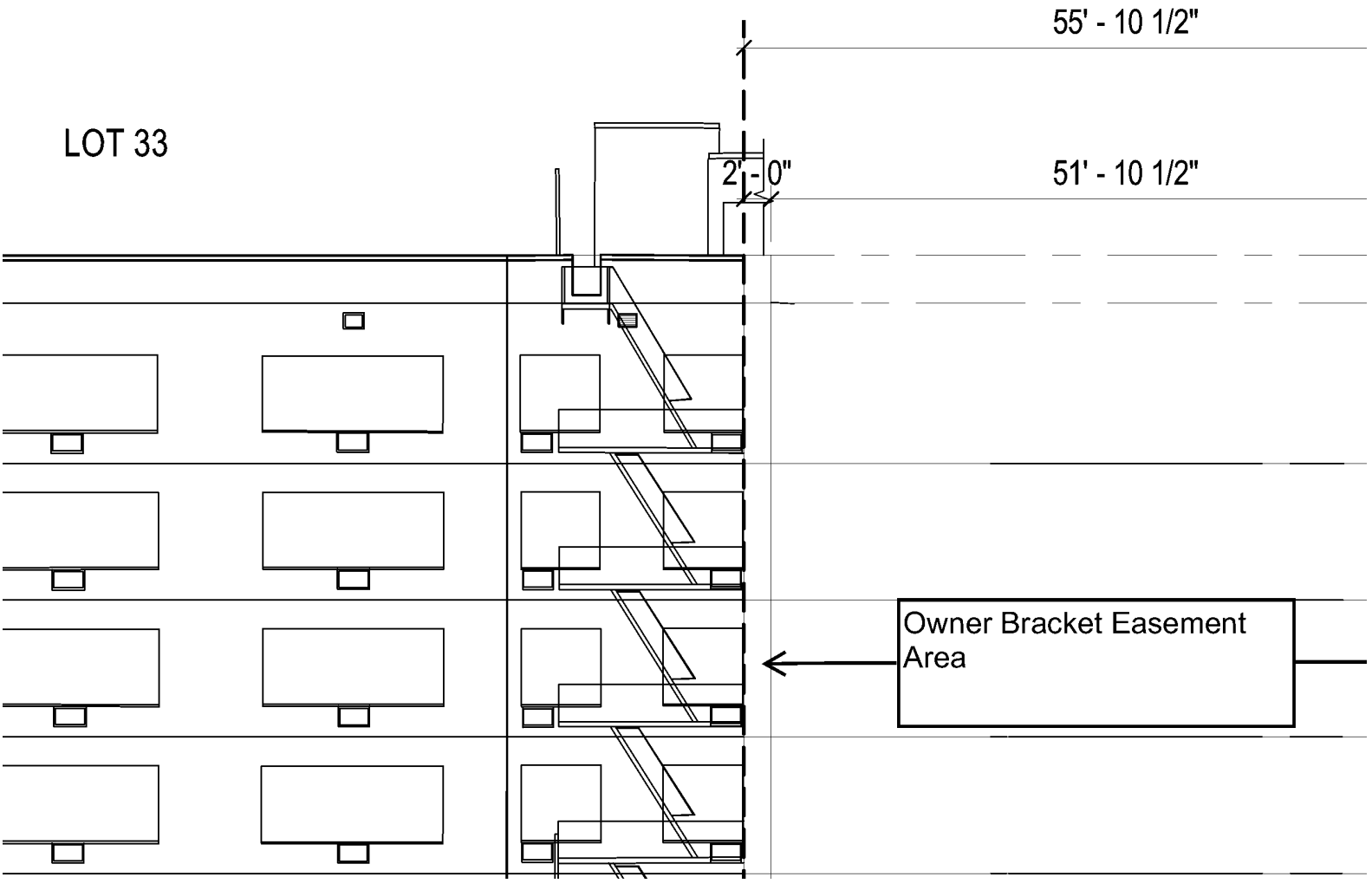
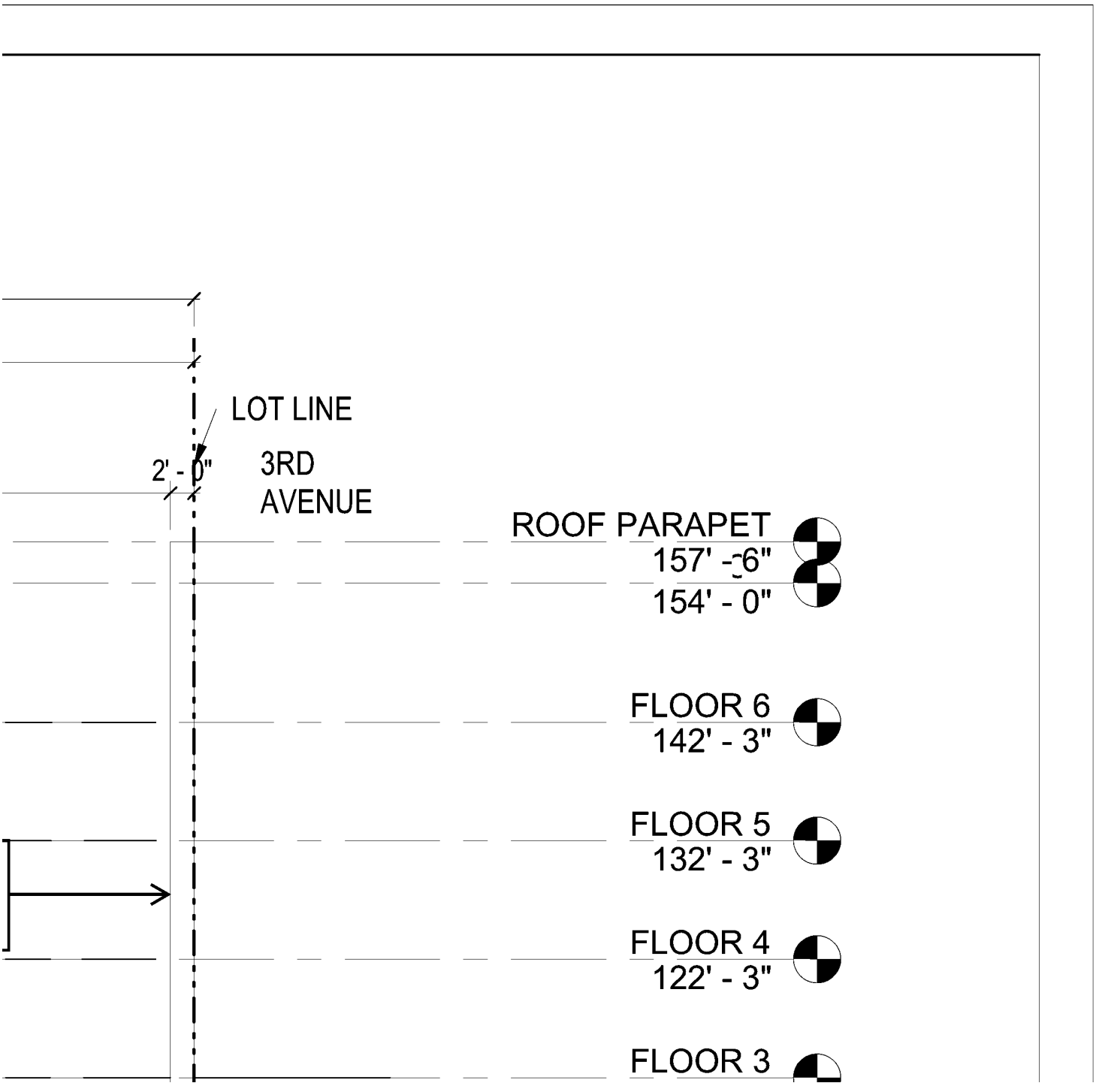
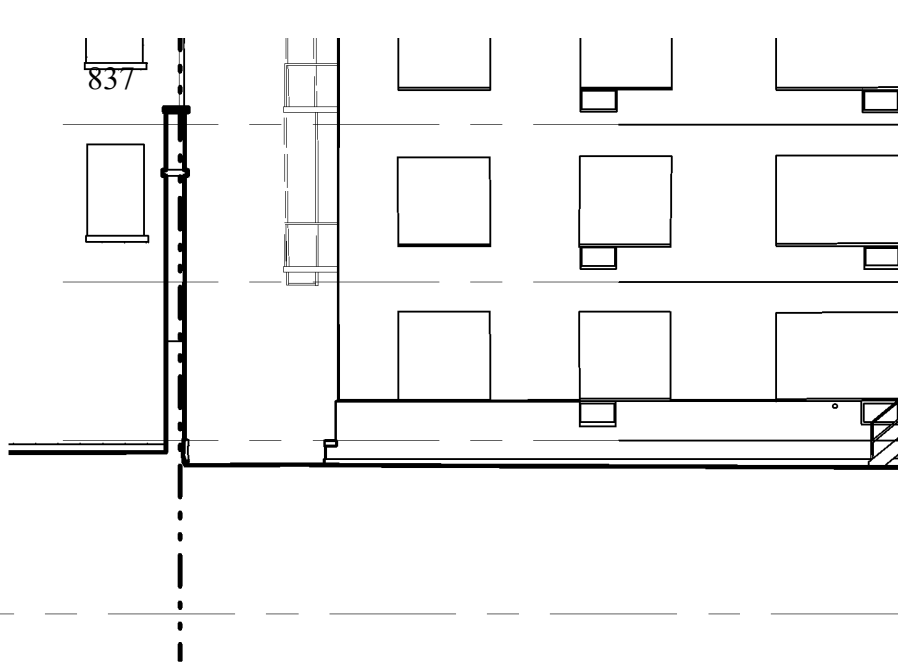


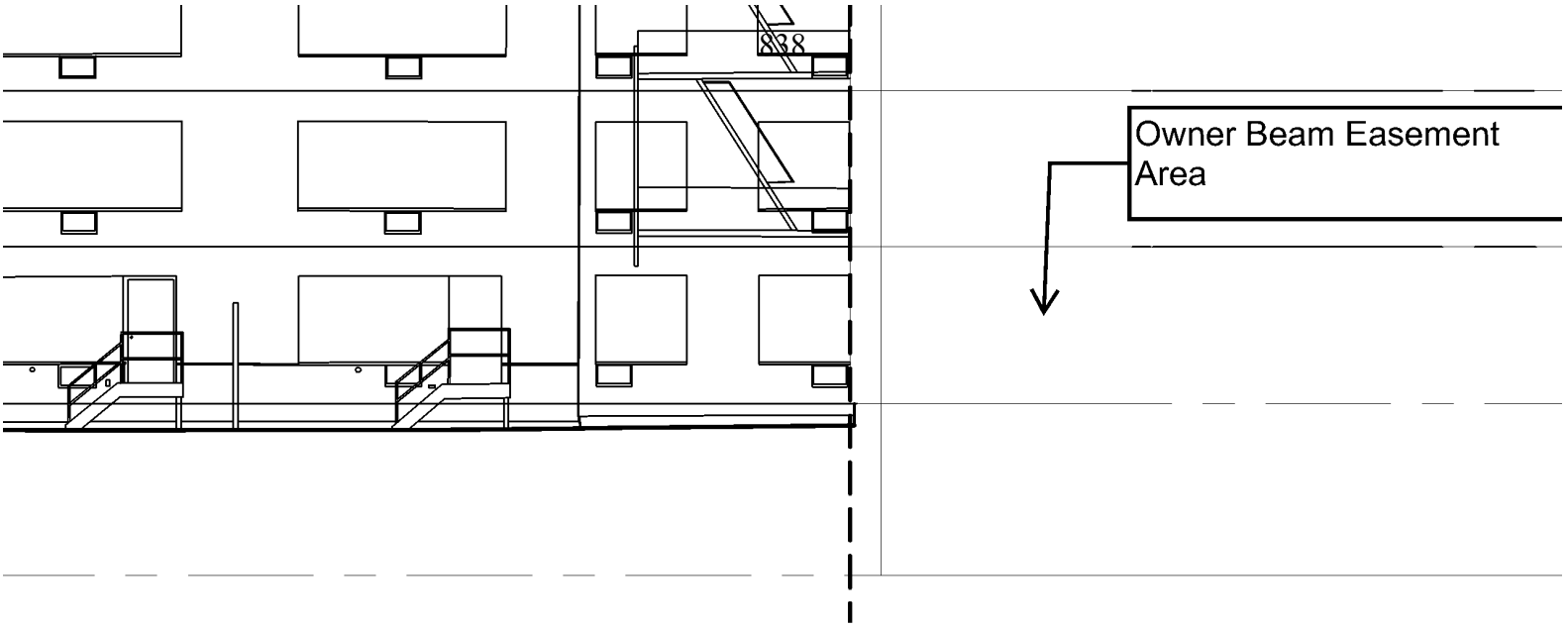
Exhibit E, 01, 3 of 6





CETR RUDD
A Y

NOTE:
PLANS ARE PRELIMINARY AND SUBJECT TO FURTHER DEVELOPMENT, MODIFICATION, AND CHANGE, ONCE A MORE THOROUGH REVIEW OF MUNICIPAL CODES, LAND SURVEY, AND ON-SITE CONDITIONS IS COMPLETED.

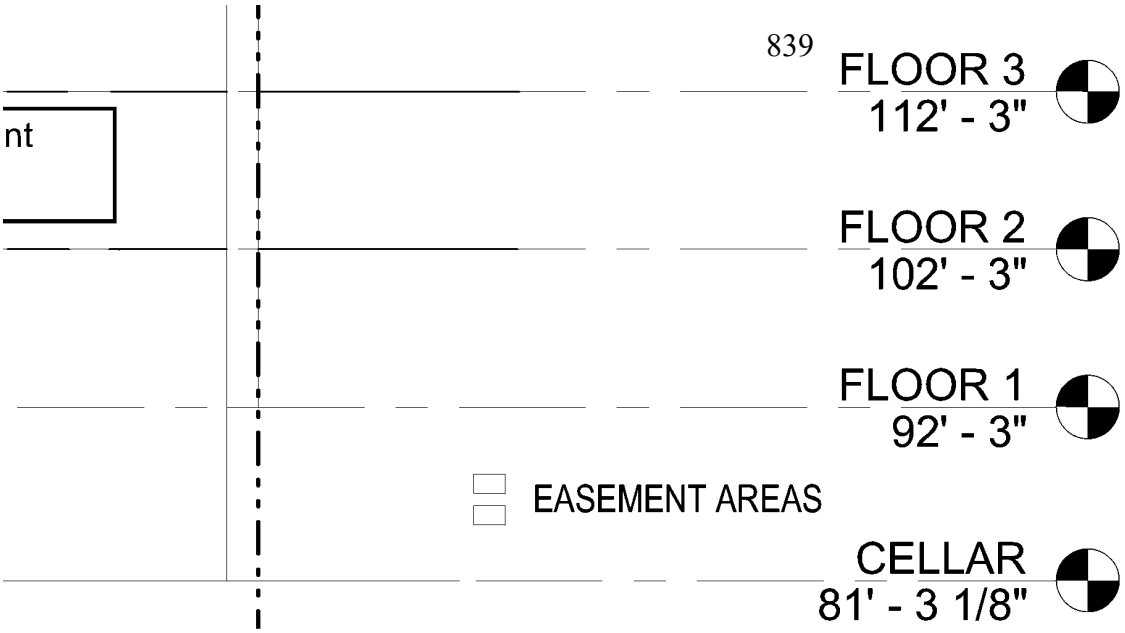


1 SOUTH ELEVATION -INTERIOR

1/16" = 1'-0"

STRUCTURAL EASEMENT

170 EAST 83RD STREET,
NEW YORK, NY, 10028



RIOR LOT

DATE	05/20/24	DRAWING NO.	01
PROJECT	2236.00		

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA NEW YORK NY 10004 T 212 941 9801 F 212 941 9440
WWW.CETRARUDDY.COM

© 2015 CETRARUDDY ARCHITECTURE, DPC

Exhibit E, 02, 1 of 6

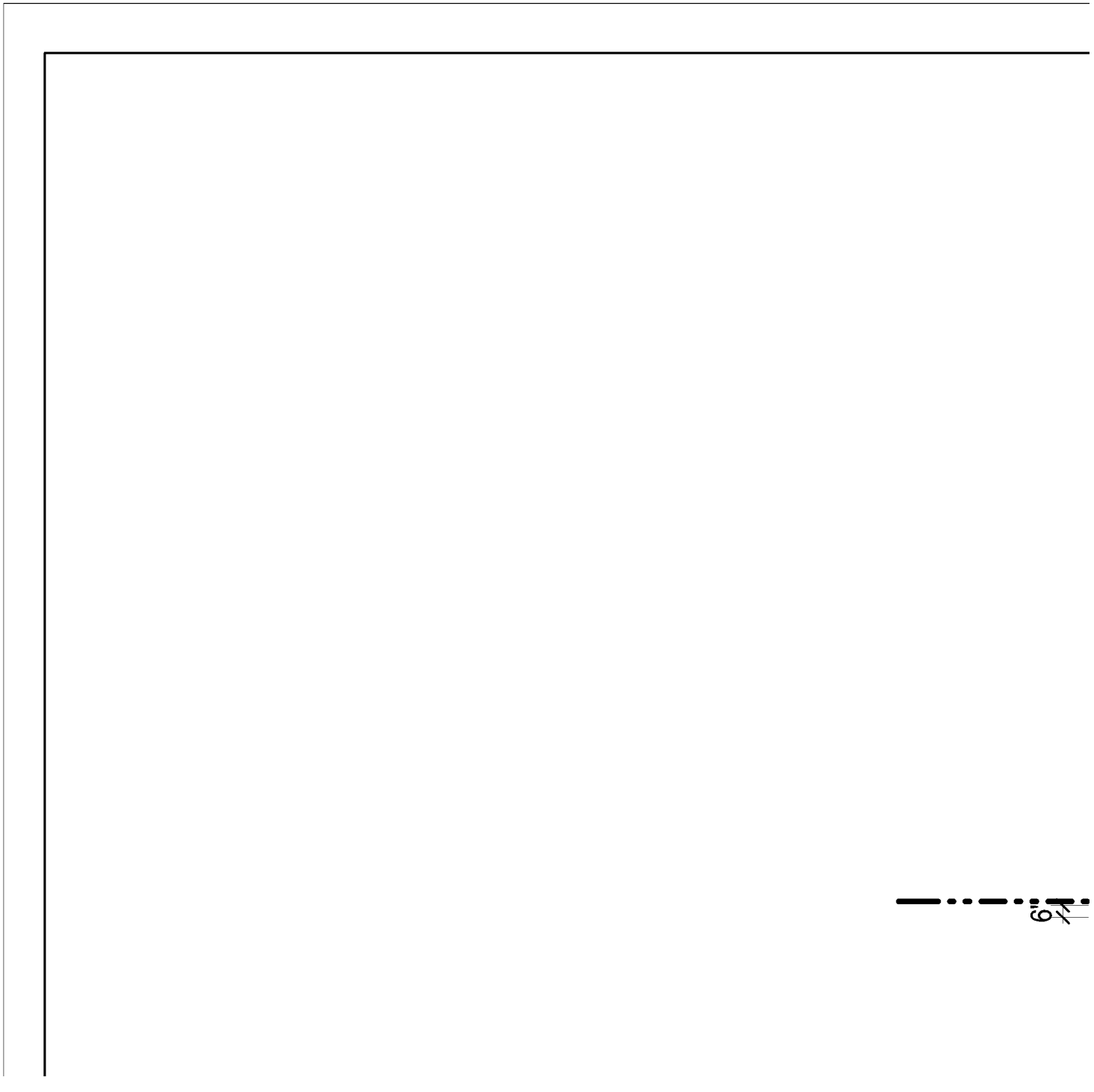


Exhibit E, 02, 2 of 6

LOT 33

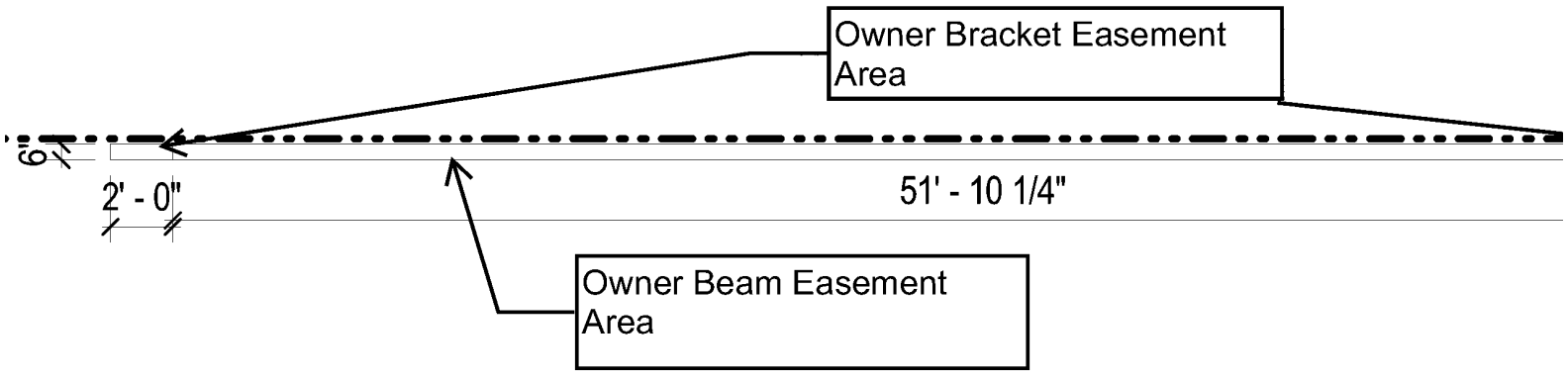
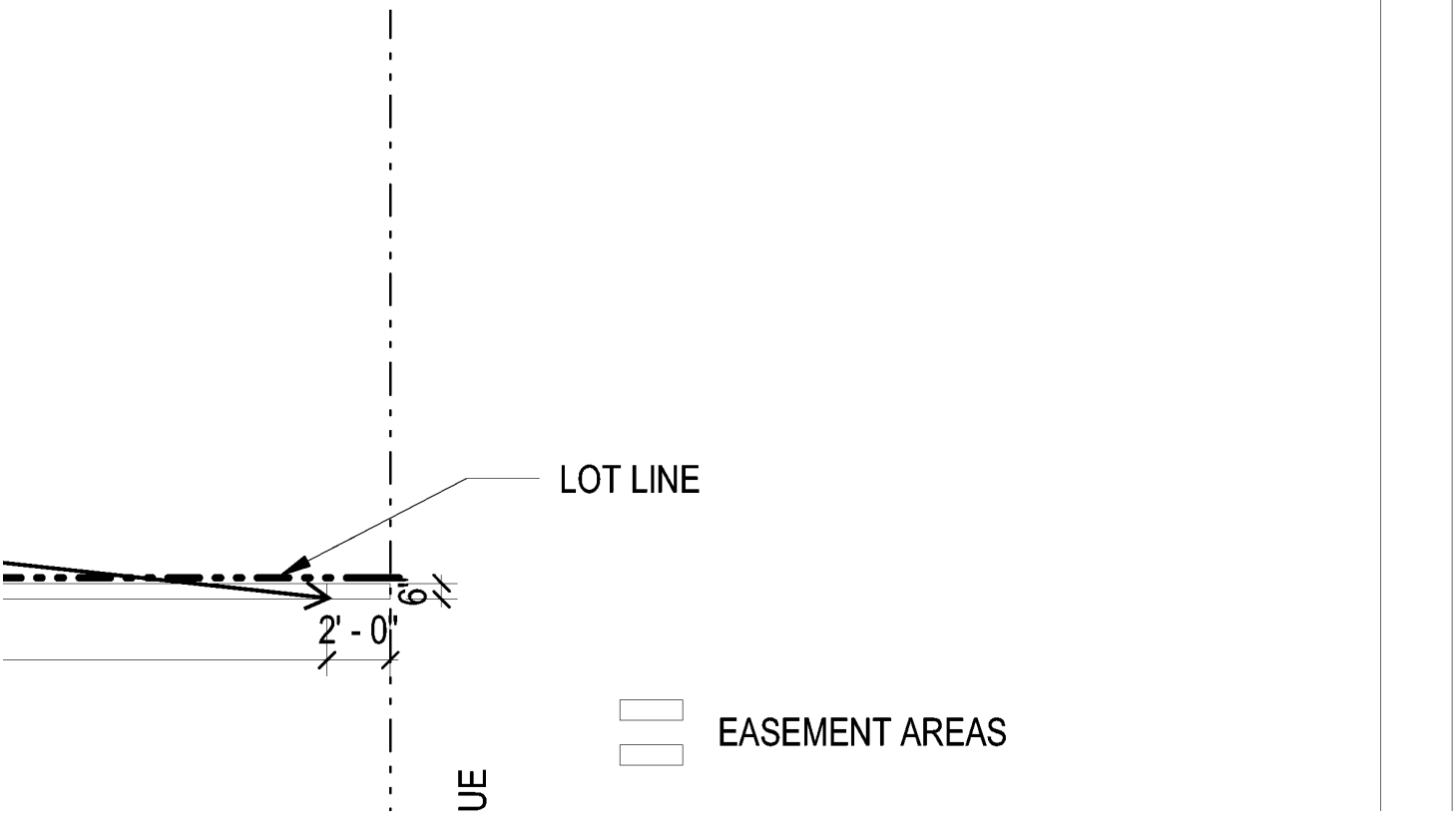
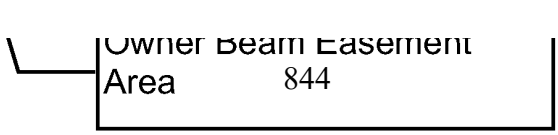


Exhibit E, 02, 3 of 6



CETR RUDD
A Y

NOTE:
PLANS ARE PRELIMINARY AND SUBJECT TO FURTHER DEVELOPMENT, MODIFICATION, AND CHANGE, ONCE A MORE THOROUGH REVIEW OF MUNICIPAL CODES, LAND SURVEY, AND ON-SITE CONDITIONS IS COMPLETED.



LOT 31

1

STRUCTURAL EASEMENT

170 EAST 83RD STREET,
NEW YORK, NY, 10028

EASEMENT AREAS

845

3RD AVENUE

FLOOR PLAN

1/8" = 1'-0"

DATE	05/20/24	DRAWING NO.	02
PROJECT	2236.00		

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA NEW YORK NY 10004 T 212 941 9801 F 212 941 9440
WWW.CETRARUDDY.COM

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2024060600371004001E6DF1

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 7**

Document ID: 2024060600371004 Document Date: 06-05-2024 Preparation Date: 06-06-2024
Document Type: CERTIFICATE
Document Page Count: 6

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#914116)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#914116)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1511	31	Entire Lot		175 EAST 82ND STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot		Unit	Address
MANHATTAN	1511	33	Entire Lot		170 EAST 83RD STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
ROYAL ABSTRACT OF NEW YORK LLC
125 PARK AVENUE
NEW YORK, NY 10017

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	70.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 06-07-2024 14:57
City Register File No.(CRFN): **2024000147092**

City Register Official Signature

N.B. # _____
or
ALT. # _____

EXHIBIT "II"

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION D OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK AS AMENDED
EFFECTIVE AUGUST 18, 1977

ROYAL ABSTRACT OF NEW YORK LLC, an abstract company licensed to do business in the State of New York and having its principal office at 125 Park Avenue, New York, New York, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, and that the parties of interest constituting a "party of interest" as defined in Section 12-10, subdivision (D) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1) **170 East 83rd Street Owner LLC** **c/o Douglaston Development** **7 Penn Plaza** **New York, NY 10001**	**Fee Owner of Lot 33**
2) **East 82 Owner LLC** **c/o Douglaston Development** **7 Penn Plaza** **New York, NY 10001**	**Fee Owner of Lot 31**

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as **Block 1511 Lots 31 and 33** on the **Tax Map of the City of New York, New York County**, and more particularly described as follows:

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:

LOT 31:

BEGINNING at the corner formed by the intersection of the northerly side of East 82nd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE westerly, along the northerly side of said East 82nd Street, a distance of 102.17 feet (102 feet 2 inches) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE easterly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point;

THENCE westerly, at right angles to the previous course, a distance of 0.06 feet (2/3 inch) to a point;

THENCE northerly, at right angles to the previous course, a distance of 25.54 feet (25 feet 6-1/2 inches) to a point on the centerline the block;

THENCE easterly, along said centerline of the block and parallel to East 83rd Street, and at right angles to the previous course, a distance of 3.18 feet (3 feet 2-1/8 inches) to a point;

THENCE northerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point;

THENCE easterly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inch) to a point on the westerly side of Third Avenue;

THENCE southerly, along the westerly side of said Third Avenue, and at right angles to the previous course, a distance of 107.05 feet (107 feet 5/8 inches) to the point or place of BEGINNING.

LOT 33:

BEGINNING at the corner formed by the intersection of the southerly side of East 83rd Street (a 60-feet wide right of way) with the westerly side of Third Avenue (a 100-feet wide right of way);

RUNNING THENCE southerly, along the westerly side of Third Avenue, a distance of 97.29 feet (97 feet 3-1/2 inches) to a point;

THENCE westerly, parallel to East 83rd Street and parallel to East 82nd Street, and at right angles to the previous course, a distance of 99.04 feet (99 feet 1/2 inches) to a point;

THENCE southerly, parallel to Third Avenue, and at right angles to the previous course, a distance of 4.88 feet (4 feet 10-1/2 inches) to a point on the centerline of the block;

THENCE westerly, parallel to East 83rd Street, along said centerline of the block, and at right angles to the previous course, a distance of 50.68 feet (50 feet 8-1/8 inches) to a point;

THENCE northerly, parallel with Third Avenue, and at right angles to the previous course, a distance of 102.17 feet (102 feet 2 inches) to a point on the southerly side of East 83rd Street;

THENCE easterly, along the southerly side of said East 83rd Street, and at right angles to the previous course, a distance of 149.72 feet (149 feet 8-2/3 inches) to the point or place of BEGINNING.

ZONING LOT EXHIBIT II **File No. 914116** **page four**

That the said premises are known as and by the street address 168-174 East 83rd Street aka 175 East 82nd Street, New York, NY as shown by the following:

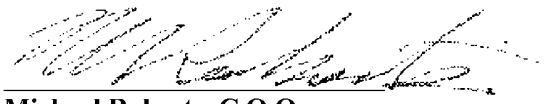
DIAGRAM
SEE PAGE ANNEXED

NOTE: A Zoning Lot may or may not coincide with a lot shown of the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots, provided all the resulting Zoning Lots and all the buildings thereon shall comply with the applicable provisions of the Zoning Lot Resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

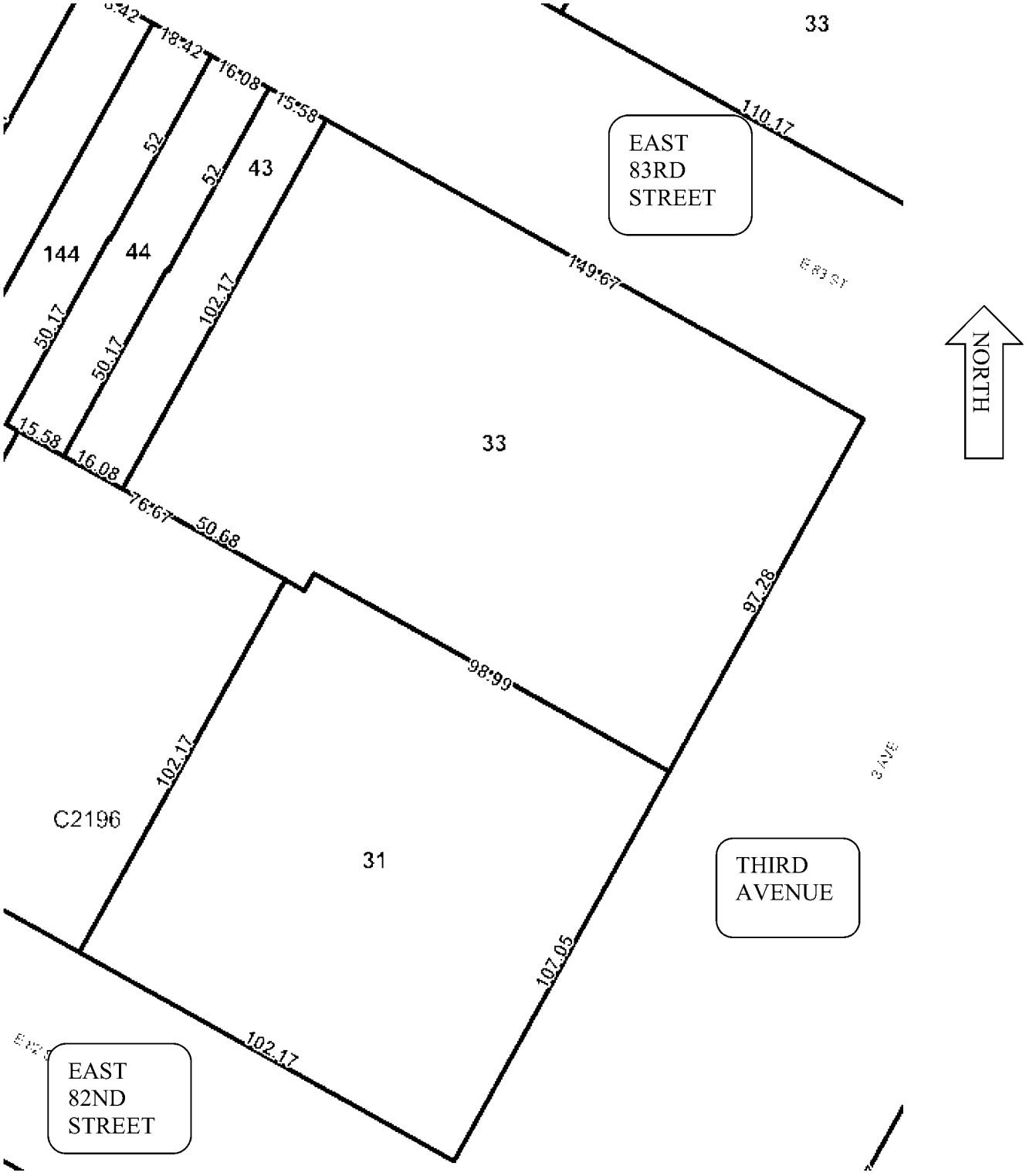
Certified as of **6/5/2024**

ROYAL ABSTRACT OF NEW YORK LLC



Michael Roberts, C.O.O.

ZONING LOT EXHIBIT II **File No. 914116** **page five**



STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

On the 5th day of June, 2024, before me, personally appeared **Michael Roberts,** personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

NANCY GEORGIOU
Notary Public, State of New York
Reg. No. 01GE6256421
Qualified in Suffolk County
Commission Expires February 27, 2026

B-18

ESCROW AGREEMENT

ESCROW AGREEMENT, dated as of 2-6-2026, by and among East 82 Owner LLC ("Sponsor") having an office at c/o Douglaston Development, 7 Penn Plaza, Suite 600, New York, New York 10001, and the Board of Managers of 175 East 82nd Street Condominium, located at 175 East 82nd Street, New York, New York 10028 (the "Condominium"), with an office at 175 East 82nd Street, New York, New York 10028.

WHEREAS, pursuant to the terms of the offering plan for the conversion to condominium ownership of the premises located at 175 East 82nd Street, New York, New York 10028, each unit owner is obligated to pay the real estate taxes attributable to his or her condominium unit during such unit owner's period of ownership, despite the fact that the condominium units may not yet have been separately assessed as independent tax lots.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. That until a separate assessment for each condominium unit has occurred, the Sponsor, as the unit owner of the units it owns, shall pay, or shall cause its mortgagee to pay, to the board of managers on January 1st and July 1st of each year, or quarterly if required, an amount equal to one-half (1/2) or one-quarter (1/4), as the case may be, the result obtained by multiplying such unit's percentage of common interest which the unit comprises in the Condominium by the aggregate annual real estate taxes assessed against the tax lot(s) comprising the entire property for the fiscal year in which such January 1st and July 1st dates occur.

2. The board of managers hereby agrees to place any amounts paid by Sponsor as unit owner and/or its mortgagees in a special, segregated escrow account in a savings institution or commercial bank of its choice until such real estate taxes are due and payable, at which time the board of managers shall have such funds paid to the City of New York.

3. The board of managers shall receive no compensation for its services to be performed hereunder.

Agreed:

The Board of Managers of 175 East 82nd Street Condominium

By: _____
Name: Steven Charno
Title: President

East 82 Owner LLC

By: _____
Name: Steven Charno
Title: Authorized Signatory

**CERTIFICATION BY SPONSOR AND PRINCIPALS
PURSUANT TO SEC. 20.4(b)
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED**

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413
Attn: Real Estate Finance Bureau

Re: 175 East 82nd Street Condominium
Premises: 175 East 82nd Street
New York, New York 10028

The undersigned certify as follows:

We are the Sponsor and the principals of East 82 Owner LLC, a Delaware limited liability company, which is the Sponsor of the condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does, and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

(1) set forth the detailed terms of the transaction and be complete, current and accurate;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(3) not omit any material fact;

(4) not contain any untrue statement of a material fact;

(5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representations or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

(*No Further Text on This Page; Signature Page Follows*)

I affirm this 21 day of July, 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.

SPONSOR:

East 82 Owner LLC

By: _____
Steven Charno, Authorized Signatory

PRINCIPALS OF SPONSOR:

_____
Steven Charno

I affirm this 21 day of July, 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.

_____
Jeffrey E. Levine

I affirm this 21 day of July, 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.

_____
Michael R. Kessler

I affirm this 21 day of July, 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.

_____
Jedidiah Resnick

CETRARUDDY

August 18, 2026

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SEC 20.4(c) OF PART 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413
Att.: Real Estate Finance Bureau

Re: 175 East 82nd Street Condominium
Premises: 175 East 82nd Street
New York, New York 10028

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm, CetraRuddy Architecture DPC, to prepare a report describing the construction of the Property (the "Report"). We examined the building plans and specifications that were prepared by our office, dated July 6, 2026, and prepared the Report dated August 13, 2026, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report. We are registered architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This Certification is made for the benefit of all persons to whom this offer is made. We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

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the craft of inspired design

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

I affirm this 18 day of August, 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.

CetraRuddy Architecture DPC

John Cetra, FAIA
Founding Principal

PENMARK
PROPERTY ADVISORS, LLC

PART 20: CERTIFICATION BY EXPERT AS TO
ADEQUACY OF CONDOMINIUM BUDGET

February 26, 2026

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

Re: Condominium Offering Plan
175 East 82nd Street Condominium
175 East 82nd Street
New York, NY 10028

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare and review Schedules B and review Schedule B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Penmark Property Advisors, LLC is licensed as a real estate broker in the State of New York. The undersigned manager of the company has been engaged in the management residential real estate for over 40 years and has managed over 200 cooperative and condominium buildings during that period and is still active in management

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(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 we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK PROPERTY ADVISORS, LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

Sworn to before me this
26 day of February, 2026

_____
Notary Public

STUART G. SHAPIRO
Notary Public, State of New York
No. 02SH6002248
Qualified in New York County
Commission Expires Feb 02, 2030

PENMARK PROPERTY ADVISORS, LLC
250 EAST 87th STREET, 28G
NEW YORK, NY 10128
T: 212 702 8732 C: 516 316 8102 PENMARKPROPERTYADVISORS.COM

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PROPERTY ADVISORS, LLC

PART 20: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNERS

February 26, 2026

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

Re: Condominium Offering Plan
175 East 82nd Street Condominium
175 East 82nd Street
New York, NY 10028

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare and review Schedule B which includes projections of common charges payable by the owners of the Commercial units. Penmark Property Advisors, LLC is licensed as a real estate broker in the State of New York. The undersigned manager of the company has been engaged in the management residential real estate for over 40 years and has managed over 200 cooperative and condominium buildings during that period and is still active in management

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Commercial units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the Commercial units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for the common charges payable by the owners of the Commercial units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Commercial units also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the Commercial units:

PENMARK
PROPERTY ADVISORS, LLC

(i) sets forth in detail the projected common charges for the Commercial units for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Commercial units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Commercial units for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK PROPERTY ADVISORS, LLC

By: _____
Name: Leslie Bøgen Winkler
Title: Manager

Sworn to before me this
26 day of February, 2026

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6002048
Qualified in New York County
Commission Expires Feb 02, 2030

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