

EXHIBIT 1

PURCHASE AGREEMENT

PURCHASE
AGREEMENT
WEST 30TH REALTY LLC,
Sponsor-Seller

TO

Purchaser

UNIT NUMBER _____

OF

THE IRVIN CONDOMINIUM
308-312 West 30th Street
NEW YORK, NEW YORK 10001

TABLE OF CONTENTS

1.	THE PLAN.....	1
2.	DEFINITIONS.....	1
3.	THE UNIT	1
4.	PURCHASE PRICE.....	1
5.	CLOSING OF TITLE	2
6.	DELIVERY OF THE DEED AND POWER OF ATTORNEY	2
7.	FEE TITLE.....	3
8.	CLOSING ADJUSTMENTS AND REAL ESTATE TAXES	3
9.	CLOSING COSTS	4
10.	ESCROW AND ESCROW PROVISIONS	4
11.	BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS.....	7
12.	AGREEMENT SUBJECT TO UNDERLYING BUILDING MORTGAGE	7
13.	RENT SECURITY DEPOSIT	7
14.	DEFAULT BY PURCHASER.....	7
15.	CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE	8
16.	SPONSOR'S INABILITY TO CONVEY THE UNIT	9
17.	FIXTURES, APPLIANCES AND PERSONAL PROPERTY	9
18.	ACCEPTANCE OF CONDITION OF PROPERTY	9
19.	DAMAGE TO THE UNIT.....	10
20.	NO REPRESENTATIONS	11
21.	PROHIBITION AGAINST ADVERTISING	11
22.	BROKER.....	11
23.	AGREEMENT MAY NOT BE ASSIGNED	11
24.	SALE SUBJECT TO EXISTING TENANCY	12

25.	TENANT PURCHASER’S RIGHT TO BENEFIT FROM IMPROVED TERMS.....	13
26.	PURCHASER’S REPRESENTATIONS.....	13
27.	BINDING EFFECT.....	14
28.	NOTICES.....	14
29.	JOINT PURCHASERS.....	14
30.	PERFORMANCE BY AND LIABILITY OF SPONSOR	14
31.	FURTHER ASSURANCES.....	15
32.	AGREEMENT NOT CONTINGENT UPON FINANCING.....	15
33.	COSTS OF ENFORCING AND DEFENDING AGREEMENT	15
34.	SEVERABILITY	15
35.	STRICT COMPLIANCE	15
36.	GOVERNING LAW	15
37.	WAIVER OF JURY.....	15
38.	ENTIRE AGREEMENT.....	15
39.	CERTAIN REFERENCES	15
40.	CAPTIONS	16
41.	RULE OF CONSTRUCTION	16
42.	SUCCESSORS AND ASSIGNS	16
43.	NO ORAL CHANGES	16
44.	LEAD-BASED PAINT DISCLOSURE	16

SCHEDULE A - PERMITTED ENCUMBRANCES.....	Schedule A-1
SCHEDULE B - BONA FIDE PURCHASER STATEMENT OF PURCHASE.....	Schedule B-1
SCHEDULE C - DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS	Schedule C-1
EXHIBIT A – ASSIGNMENT AND ASSUMPTION AGREEMENT	Exhibit A-1
EXHIBIT B – AFFIDAVIT	Exhibit B-1
RIDER TO AGREEMENT RE: STORAGE LOCKER LICENSE	Rider-1
STORAGE LOCKER LICENSE	License-1

PURCHASE AGREEMENT
308-312 West 30th Street, New York, New York

Unit: _____ Interest in Common Elements: _____

Sponsor: West 30th Realty LLC, One Penn Plaza, Suite 4000, New York, New York 10119

Telephone: 212-564-2111

Attorney for Sponsor and Escrow Agent: Pryor Cashman LLP / Attn: Ronald B. Kremnitzer, Esq.
7 Times Square, New York, NY 10036-6569 Telephone: 212-421-4100

Purchaser(s): _____ and _____

Social Security Number(s): _____ and _____

Purchaser(s) Address: _____

Attorney for Purchaser: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Selling Agent: The Modlin Group NYC, 200 West 57th Street, New York, New York 10019 /
212-974-0740

Co-Broker: _____

PURCHASE PRICE: \$ _____ TENANT-PURCHASER:
YES// NO

DOWN PAYMENT: \$ _____

BALANCE DUE AT CLOSING: \$ _____

PURCHASER INITIALS: _____

UNIT NUMBER

of

THE IRVIN CONDOMINIUM
308-312 West 30th Street
New York, New York 10001

(to be executed in quintuplicate)

This agreement (this "Agreement"), is made as of the date on the signature page of this Agreement, between WEST 30TH REALTY LLC, a New York limited liability company, having an office c/o Pinnacle Managing Co., LLC, One Penn Plaza, Suite 4000, New York, New York 10119 ("Sponsor"), and _____, having an address at _____ (collectively, "Purchaser").

WITNESSETH:

1. THE PLAN. Purchaser acknowledges having received and read the Offering Plan for THE IRVIN CONDOMINIUM and all amendments thereto, if any, filed with the Department of Law of the State of New York (collectively, the "Plan") at least three (3) business days prior to Purchaser's signing this Agreement, unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective. If Purchaser is not a Tenant Purchaser, Purchaser understands that if Purchaser has not been afforded at least three (3) business days prior to Purchaser's signing this Agreement to receive and read the Plan and all filed amendments prior to Purchaser's signing this Agreement, then in such event, Purchaser shall have seven (7) days after delivering this Agreement together with the Deposit (as hereinafter defined) to rescind this Agreement and have the Deposit refunded promptly by either personally delivering a written notice of rescission to Sponsor or the Selling Agent within the seven (7) day period or mailing the notice of rescission to Sponsor or the Selling Agent and having the mailing postmarked within the seven (7) day period. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding.

2. DEFINITIONS. Capitalized terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the residential unit (the "Unit") designated as Unit _____ in the Declaration, together with the percentage undivided interest in the Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE

4.1 The purchase price for the Unit (the "Purchase Price") is \$_____.

The Purchase Price is payable as follows:

(a) \$1,000.00 (for a Tenant-Purchaser) or \$ _____, which is 10% of the Purchase Price (for all others) (the “Deposit”), due upon Purchaser’s signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged.

(b) \$ _____, constituting the balance of the Purchase Price (the “Balance”), by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association. Checks for the Deposit shall be made payable to “Pryor Cashman LLP, Escrow Agent.” Checks for the Balance shall be made payable to the direct order of “West 30th Realty LLC” or such other party as Sponsor may designate upon not less than two (2) days’ prior notice. If any check is returned for insufficient funds or any other reason, Sponsor, at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Deposit, as liquidated damages, or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 14 hereof.

5. CLOSING OF TITLE.

5.1 The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on notice served not less than thirty (30) days prior to the scheduled date for closing. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor’s attorneys at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser. In the event of such adjournment, a closing may be rescheduled by Sponsor upon written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing. In the event this Agreement is executed after the First Closing, the closing of title shall occur thirty (30) days after the date this Agreement is executed.

5.2 The closing of title shall occur only after or concurrently with compliance with the prerequisites as set forth under “Terms of Sale” in Part I of the Plan.

5.3 The term “Closing Date” or “closing of title” or words of similar import whenever used herein shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 5.1 hereof.

6. DELIVERY OF THE DEED AND POWER OF ATTORNEY.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor’s acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes and, if applicable, the New York State Additional Tax pursuant to Article 31 of the Tax Law (commonly referred to as the “Mansion Tax”), and Sponsor and Purchaser shall duly execute New York State and New York City Real Property Transfer Tax returns and any other forms then required by Law, all of which shall be prepared by Sponsor.

6.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge the Power of Attorney to the Board and Sponsor substantially in the form set forth as Exhibit E to the Declaration in Part II of the Plan.

6.3 The deed and Power of Attorney to the Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the Power of Attorney shall be sent to the Managing Agent.

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the relevant section of the Internal Revenue Code and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRC §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. FEE TITLE. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any other title encumbrance shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) Sponsor's Title Company or such other title insurance company as Purchaser may utilize, is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrance will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8. CLOSING ADJUSTMENTS AND REAL ESTATE TAXES.

8.1 Subject to Paragraph 14.3 hereof, the following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

- (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;
- (b) Common Charges for the month in which title closes; and
- (c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

8.2 If closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed as of the Closing Date, the adjustments and collection of taxes under subsection 8.1(a) hereof and future tax payments shall be as described in the Section of the Plan entitled "Closing Costs and Adjustments."

8.3 Sponsor and Purchaser hereby agree that, if Sponsor or Purchaser obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on the Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the

percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit. The provisions of this subsection shall survive the closing of title.

8.4 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

8.5 Any errors or omissions in computing apportionments at the Closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the Closing.

9. CLOSING COSTS. In addition to those costs and adjustments described in Article 8 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments."

10. ESCROW AND ESCROW PROVISIONS .

10.1 Any Deposit received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. Sponsor is required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Deposit, if any. Purchaser will be taxed accordingly on any such interest.

10.2 The law firm of Pryor Cashman LLP, with an address at 7 Times Square, New York, New York 10036-6569, telephone number (212) 421-4100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The individuals set forth in the "Procedure to Purchase" Section of the Plan have been designated by Escrow Agent to serve as signatories, none of whom has any interest in Sponsor. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent or any principal thereof, or have any beneficial interest in any of the foregoing.

10.3 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

10.4 Escrow Agent has established a master escrow account at Citibank, N.A., located at 666 Fifth Avenue, 5th Floor, New York, New York 10103, (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Pryor Cashman LLP, Attorney Trust Account (the "Master Escrow Account"). All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form set forth in Part II of this Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and this Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8BEN, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon. The Bank is covered by federal bank deposit insurance to a maximum of \$250,000.00 and while a Deposit is in the

checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed \$250,000.00. No representation or guaranty is made by Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so. The \$250,000.00 aforementioned amount is the Federal Deposit Insurance Corporation's insured amount through calendar year 2013; thereafter a Purchaser's deposit may only be federally insured up to \$100,000.00.

10.5 The interest rate for all deposits made into a sub-escrow savings account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into its designated sub-escrow savings account. All interest earned thereon shall be paid to or credited to Purchaser at Closing. No fees of any kind may be deducted from the Master Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Master Escrow Account. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

10.6 Sponsor agrees that Sponsor and its agents, including Selling Agent, shall deliver the Deposit received by them prior to Closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within 2 business days of tender of the Deposit by Purchaser. Within 5 business days after this Agreement has been tendered to Escrow Agent along with the Deposit, Escrow Agent shall sign this Agreement and place the Deposit into the Master Escrow Account. Within 10 business days of the placing of the deposit in the Master 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. If Purchaser does not receive notice of such deposit within 15 business days after tender of the Deposit, he or she may cancel this Agreement within 90 days after tender of this Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Master Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

10.7 All deposits, including the Deposit, but specifically excluding any deposits made in connection with advances made for upgrades, extras or custom work received in connection with this Agreement, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Any deposits made for upgrades, extras or custom work shall be initially deposited into the Master Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

10.8 Escrow Agent shall release the Deposit if so directed: (a) pursuant to the terms and conditions set forth in this Article 10 upon the closing of title to the Unit; (b) in a subsequent writing signed by both Sponsor and Purchaser or (c) by a final, non-appealable order or judgment of a court. Additionally, Sponsor shall not object to the release of the Deposit to: (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan or (ii) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

10.9 If Escrow Agent is not directed to release the Deposit pursuant to Section 10.8 paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the Deposit, then Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If

Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to Section 10.8 (a) through (c) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Master Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing Amendment by the New York State Department of Law. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

10.10 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). 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.

10.11 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

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

10.13 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 Agreement or the performance or non-performance of Escrow Agent's duties under this Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

10.14 Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless the same is in writing and signed by all parties hereto. In no event, however, shall any modification of this Agreement that shall affect the rights or duties of Escrow Agent be binding on Escrow Agent unless Escrow Agent shall have given its prior written consent.

10.15 Seller and Purchaser agree that Escrow Agent shall not be restricted in any manner whatsoever from acting as attorney for Seller with respect to any matter and consent to Escrow Agent so acting as attorney for Seller with respect to any matter, including, but not limited to, any litigation or matter related to this Agreement, the Deposit or the transaction contemplated by this Agreement, and whether or not there is a controversy between Seller and Purchaser with respect thereto.

11. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

12. AGREEMENT SUBJECT TO UNDERLYING BUILDING MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

13. RENT SECURITY DEPOSIT. If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within forty-five (45) days following the Closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by anyone other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at the Closing to Purchaser, who will upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest-bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to sue the tenant to the extent such rent security is insufficient.

14. DEFAULT BY PURCHASER.

14.1 The following shall constitute an "Event of Default" hereunder:

- (i) If Purchaser fails to pay the Balance on the Closing Date designated by Sponsor; or
- (ii) If Purchaser fails to duly complete and sign before a notary public and deliver at the Closing the Power of Attorney and/or the New York State and City transfer tax returns; or
- (iii) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

- (iv) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or
- (v) If Purchaser assigns any of Purchaser's property for the benefit of creditors, or Purchaser files a voluntary petition in bankruptcy; or
- (vi) If a bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or
- (vii) If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or
- (viii) If Purchaser fails to pay any closing costs set forth in this Agreement or the Plan on the Closing Date designated by Sponsor; or
- (ix) If Purchaser fails to pay, perform or observe any of Purchaser's other obligations hereunder.

14.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the Balance and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided, or fails to perform any of Purchaser's other obligations hereunder, Sponsor may give notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit) as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan, and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

14.3 If Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date, (a) the closing apportionments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.04% per day (14.6% per annum) 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 the Unit on the rescheduled Closing Date.

15. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

15.1 The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section of the Plan entitled "Effective Date" for full details). The Plan will be abandoned or deemed abandoned if it has not been

declared effective within the time limits prescribed in the Plan. Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

15.2 If the Plan is abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan is not consummated for any reason, this Agreement will be deemed canceled and the Deposit paid by Purchaser hereunder and any funds deposited by Purchaser for any special work in the Unit will be disbursed to Purchaser, as more particularly described in the Section of the Plan entitled "Effective Date." After the monies are so disbursed, Purchaser and Sponsor will have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and the parties hereto will be released and discharged from all liabilities and obligations hereunder and under the Plan.

16. SPONSOR'S INABILITY TO CONVEY THE UNIT. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor will 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 and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy will 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 will, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser the Deposit paid by Purchaser hereunder, subject to Sponsor's rights to retain certain funds deposited by Purchaser for any special work in the Unit, as more particularly described in the Section of the Plan entitled "Terms of Sale," and, upon making such payment, this Agreement will be terminated and neither party hereto will have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it will be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

17. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. At closing, the Unit will contain only those appliances, countertop, cabinets, sinks, air conditioning units (if any), hardware and other fixtures, equipment and appliances currently installed therein that are owned by Sponsor. The Unit is being sold unfurnished. Any appliances, air conditioning units, furnishings, equipment, fixtures and other personal property owned by any tenant of the Unit are not included in this sale. However, if the Unit is presently occupied by other than Purchaser and the existing tenant removes a stove, dishwasher and/or refrigerator belonging to him, then Sponsor agrees to supply a replacement, which may not be new, but will be in working order and similar in size and quality to the stoves, dishwashers and refrigerators owned by Sponsor that are contained in comparable Units in the Building on the Filing Date of the Plan. Furniture, wall coverings, furnishings, decorations and the like in or about any model unit are for display purposes only and are not included in this sale. Any floor plans or sketches shown to Purchaser or included in the Plan are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon.

18. ACCEPTANCE OF CONDITION OF PROPERTY. The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including the Building, the Common Elements, the Unit and all fixtures, machinery, equipment, furnishings, installations and other personal property contained therein (collectively, "Installations"), in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Agreement and delivery of the deed to Purchaser. Purchaser acknowledges having read the Description of Property, which sets forth a description of the physical condition of the Building, set forth in Part II of

the Plan. Purchaser understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations, except as may otherwise be expressly set forth in the Plan. Sponsor has agreed in the Plan to Maintain the Building and the Common Elements in substantially the same condition they were in on the Filing Date, until the First Closing (subject to ordinary wear and tear between the Filing Date and the First Closing), unless prevented from so doing by reason of acts or events beyond Sponsor's control, as more particularly set forth in the Plan. To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by applicable law to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character are specifically disclaimed. Unless caused by a violation of the Sound Transmission Code or other applicable code, there is no warranty as to sound transmission. Unless caused by a violation of an applicable code with regard to the ventilation system or other applicable code, there is no warranty as to odors. Unless caused by a code violation, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to view or light quality. Sponsor has not given and Purchaser has not relied on or bargained for any of the foregoing warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty or otherwise). Purchaser shall be given a reasonable opportunity to examine the Unit prior to closing and it is recommended that Purchaser make a careful examination at such time. If Purchaser fails to examine the Unit as aforesaid, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan or Sponsor reserves the right to postpone the scheduled Closing, in its sole discretion. If Purchaser is not the existing tenant or occupant of the Unit, Purchaser acknowledges that Purchaser must make arrangements to move into the Unit following the Closing and Purchaser agrees to follow the move-in procedures established by Sponsor or the Condominium Board. The provisions of this paragraph shall survive Closing.

19. DAMAGE TO THE UNIT. If the Unit is damaged by fire or other casualty between the date of this Agreement and the closing of title, the following shall apply:

19.1 If Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to closing under an Interim Lease or otherwise, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its Installations. However, until closing, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease or Interim Lease and, after closing, the Board will be responsible to make those repairs required of it under the Condominium Declaration and By-Laws.

19.2 If during Purchaser's occupancy the Unit is damaged by casualty or otherwise, then Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If Purchaser is obligated to repair the damage then Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance and accepting delivery of the deed.

19.3 Except as provided in the preceding paragraph, all other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit. If Sponsor elects to repair or replace the loss or damage, Sponsor shall notify Purchaser of its decision within 90 days of the occurrence of the casualty and this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete, or to permit the Board to complete, such repairs or replacements. Purchaser shall not be

required to pay the Balance unless and until: (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing.

19.4 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Board does not do so and Purchaser declines to accept the Unit without such repairs, this Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited hereunder, whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall be entitled to retain the Deposit in accordance with the terms of this Agreement.

20. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on such Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property, other than as expressly set forth herein or in the Plan.

21. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser (except if a Tenant Purchaser) agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent.

22. BROKER. Purchaser represents to Sponsor that Selling Agent and [] is [are] the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by said broker(s) pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned broker(s), on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 22 shall survive the closing of title.

23. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. If Purchaser is a corporation, partnership, limited liability company, trust or other legal entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock,

membership or beneficial interests of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this paragraph concerning assignment of this Agreement. [For purposes of this Agreement, it is the intent of the parties that the individuals controlling Purchaser shall be deemed to be _____.] Any purported assignment by Purchaser in violation of this Agreement will constitute a default hereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of \$500, in advance, for the preparation of an assignment agreement.

Notwithstanding the foregoing paragraph, if Purchaser is a Tenant Purchaser, Purchaser shall have the right to assign his or her executed Agreement one time to any individual, provided that:

1. Quintuplicate copies of this Agreement are executed by the Tenant Purchaser and the Deposit is paid by the Tenant Purchaser to Sponsor;
2. The Tenant Purchaser shall not be in default under his or her Agreement;
3. Quintuplicate copies of the Assignment and Assumption Agreement, in the form annexed hereto and made a part hereof as Exhibit A, are executed by the Tenant Purchaser and the assignee and are delivered to the Selling Agent no later than thirty (30) days prior to the Closing Date;
4. Quintuplicate copies of the Affidavit, in the form annexed hereto as Exhibit B, are executed by the assignee and are delivered to the Selling Agent no later than thirty (30) days prior to the Closing Date;
5. The Tenant Purchaser's existing lease is in good standing and not in default;
6. The assignor pays \$500 to Pryor Cashman LLP, counsel to the Sponsor, for legal services rendered in connection with the assignment; and
7. If an assignment of this Agreement is made prior to the time the Plan is declared effective, such assignment will only become effective after the Plan is declared effective.

24. SALE SUBJECT TO EXISTING TENANCY.

24.1 Complete the following only if Purchaser is not the tenant of the Unit:

Unit is Vacant:	Yes () No ()
If Unit is Occupied: Monthly Rent:	\$ _____
Current Lease Term Expires: or month-to-month ()	_____
Rent Security	\$ _____
Unit is Occupied by a Non-Purchasing Tenant:	Yes () No ()

24.2 Purchaser understands and agrees that (i) the Unit being sold hereunder is subject to the lease or tenancy of the present tenant and the rights afforded under Section 352-eeee of the New York State General Business Law (the "GBL"), as explained more fully in the Plan under the Section entitled "Rights of Existing Tenants" and (ii) Purchaser and Purchaser's successors and assigns shall continue to be bound by such Law and regulations so long as such occupancy continues.

24.3 Purchaser further understands, as explained in the Plan, that if a Non-Purchasing Tenant is in possession of the Unit on the Closing Date hereunder, Purchaser must notify the Non-Purchasing Tenant of the change in ownership of the Unit promptly after the Closing Date and Purchaser will assume the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same be greater or less than the Common Charges established from time to time by the Board) and the obligation to Maintain the Unit (including its equipment and appliances) for the benefit of the existing tenant. From and after delivery of the deed, Purchaser alone will bear the entire costs and expenses of owning the Unit (including, but not limited to, any legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit).

24.4 Purchaser understands that if the tenant of the Unit exercises any right granted under the Plan (or any amendment thereto) or under the Rent Laws or the GBL or other applicable Law, which may or may not exist as of the date of this Agreement, or any administrative or judicial interpretation thereof, to purchase the Unit, then upon the closing of such purchase, this Agreement shall be deemed canceled and within thirty (30) days after the occurrence of such event all monies paid by Purchaser hereunder shall be refunded. Upon such repayment, Purchaser, Sponsor, the Selling Agent and any other party hereto shall be (and hereby are) released and discharged of all liability or obligations hereunder and under the Plan.

24.5 Purchaser hereby irrevocably appoints the then managing agent of the Building (which managing agent may be replaced from time to time by the Board) as his agent, coupled with an interest, to provide, for the account and at the expense of Purchaser, all services and facilities required by Law on a non-discriminatory basis to the Non-Purchasing Tenant who has the right to occupy the Unit Purchaser is purchasing until such time as such right of occupancy terminates. Purchaser agrees to deposit with the managing agent at the closing hereunder a sum not less than an amount equal to the greater of (i) two (2) months' Common Charges or (ii) two (2) months' rent to be used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Purchaser agrees that upon written notice by the then managing agent that such deposit has been diminished, that Purchaser shall replenish such fund within thirty (30) days thereafter. Purchaser further understands that Sponsor will guarantee the obligation of the then managing agent to provide all such services and facilities until such time as Sponsor surrenders control of the Board and Purchaser will indemnify Sponsor for all costs expended by Sponsor on Purchaser's behalf. The provisions of this paragraph shall survive the closing.

25. TENANT PURCHASER'S RIGHT TO BENEFIT FROM IMPROVED TERMS. If, prior to the expiration of any Exclusive Purchase Period which begins prior to the First Closing, Sponsor amends the terms and conditions of the Plan to be more favorable to Tenant Purchasers, then if Purchaser is a Tenant Purchaser who executed and submitted this Agreement and the Deposit before Sponsor amended the terms of the Plan, Purchaser shall benefit from the more favorable terms and conditions.

26. PURCHASER'S REPRESENTATIONS.

26.1 If Purchaser was a tenant in occupancy of the Unit on the Filing Date, Purchaser hereby represents that this Agreement was executed and delivered by Purchaser pursuant to an offering made without a discriminatory repurchase agreement or other discriminatory inducement.

26.2 If the Unit to which this Agreement relates is not occupied by Purchaser, Purchaser shall duly complete and sign before a notary public the Bona Fide Purchaser Statement of Purchase set forth as Schedule B hereto and deliver same to the Selling Agent together with this Agreement.

26.3 If Purchaser is not a Tenant Purchaser, Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, finances, personal characteristics and mode of living prior to counter-executing this Agreement and in order to permit Sponsor to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to obtain such information and to retain a credit reporting agency to obtain such information.

27. BINDING EFFECT. If Purchaser was a Tenant Purchaser of the Unit on the Filing Date, this Agreement shall be accepted by Sponsor, provided Purchaser signs and returns this Agreement, together with the Deposit, during the time within which Purchaser has the exclusive right to purchase the Unit as set forth in the Plan. If Purchaser was a Tenant Purchaser of the Unit on the Filing Date, and signs and returns this Agreement, together with the requisite Deposit, after the period during which Purchaser has the exclusive right to purchase the Unit, or if Purchaser is not the tenant of record of the Unit, this Agreement shall not be binding upon Sponsor until a duplicate hereof, executed by Sponsor or its duly authorized agent, is delivered to Purchaser or Purchaser's attorney. In any such case, unless this Agreement, executed as aforesaid, is delivered to Purchaser within thirty (30) days after same is received by Sponsor or the Selling Agent, it shall be deemed rejected and neither party shall have any further rights or obligations hereunder with respect to the other, except that Sponsor shall be obligated to refund all monies paid by Purchaser within fifteen (15) days after such cancellation. Sponsor shall have the right to reject this Agreement without cause or explanation to Purchaser, provided such rejection is not based on sex, race, creed, color, national origin, ancestry or other ground proscribed by Law.

28. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan, which shall be served in accordance with the Plan or documents for which the method of notice and/or delivery is otherwise set forth in the Plan) shall be in writing and delivered by regular mail as well as hand-delivered or sent, postage prepaid, by registered or certified mail, or by Fedex or other reputable overnight courier, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Pryor Cashman LLP, 7 Times Square, New York, New York 10036-6569, Attn.: Ronald B. Kremnitzer, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery, mailing or delivery to an overnight courier shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself (including, without limitation, any notices of closing or default which Sponsor's counsel is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of Closing Dates or the scheduling or rescheduling of inspections, may be made by facsimile to each party's attorney.

29. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

30. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 23 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and GBL §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed.

31. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

32. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination or such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

33. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement (where Sponsor is the prevailing party) or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

34. SEVERABILITY. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

35. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

36. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

37. WAIVER OF JURY. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN, THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE CLOSING OF TITLE.

38. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

39. CERTAIN REFERENCES. Any reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used,

unless the context otherwise requires. Unless otherwise stated, all references herein to Paragraphs, Sections, subsections or other provisions are references to Paragraphs, Sections, subsections or other provisions of this Agreement.

40. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof

41. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

42. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. NO ORAL CHANGES. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

44. LEAD-BASED PAINT DISCLOSURE. Annexed hereto and incorporated herein as Schedule C is the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" required to be executed pursuant to the provisions of Federal regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
 (To be inserted after
 execution by Sponsor)

SPONSOR:

WEST 30TH REALTY LLC

By: _____
 Name: Joel Wiener
 Title: Authorized Signatory

PURCHASER:

 (Social Security or Federal
 I.D. Number) _____

 (Social Security or Federal
 I.D. Number) _____

Telephone No. _____

ESCROW AGENT:

PRYOR CASHMAN LLP
 (only with respect to its obligations under Section 10)

By: _____
 , Partner

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Survey by S.P. Belcher dated 12/8/1924 and last updated by visual examination by Earl B. Lovell—S. P. Belcher, Inc. on 1/4/2006 and any state of facts which an accurate survey of the Unit would show, provided such additional state of facts would not make title to the Unit unmarketable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Purchaser to the Board, and the Floor Plans; as all of the same may be amended from time to time.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under or across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, real estate tax, water charge, sewer rent or vault charge, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and Purchaser shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Sponsor's title insurer, Commonwealth Land Title Insurance Company, or such other New York Board of Title Underwriters member title insurance company which insures Purchaser's title to the Unit, would be willing, in a fee policy issued by it to

Purchaser, to insure Purchaser that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.

13. Covenants and Restrictions set forth in Deed made by Robert Ray and Cornelia Ray to Cyrus Mason dated 8/31/1846 and recorded on 9/4/1846 in Liber 482 of Deeds, Page 34.

14. Covenants and Restrictions set forth in Deed made by Cyrus Mason and Hannah P. Mason to Arthur B. Morris dated 7/2/1847 and recorded on 7/2/1847 in Liber 490 of Deeds, Page 407.

15. Terms, Covenants and Restrictions of Party Wall Agreement made between James Kearney and David Seaman dated 11/13/1851 and recorded on 11/13/1851 in Liber 588 of Deeds, Page 239.

16. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for residential purposes.

17. Any lease covering the Unit made from Sponsor to Purchaser, or if applicable, any lease covering, or tenancy or occupancy of, the Unit and the rights of such tenant(s) and occupant(s), if any, under the Rent Laws, GBL or other applicable Law.

18. Any violation against the Property (other than the Unit) which is the obligation of the Board or another Unit Owner to correct.

19. Any other liens, encumbrances and title conditions set forth in the Unit Owner's Specimen Title Policy set forth in Part II of the Plan.

SCHEDULE B**BONA FIDE PURCHASER
STATEMENT OF PURCHASE**

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Re: Unit _____
 The Irvin Condominium
 308-312 West 30th Street
 New York, New York

The undersigned Purchaser(s) represent that Purchaser(s) intend that Purchaser(s) or one or more specified members of Purchaser's(s') immediate family intend to occupy the above referenced Unit when it becomes vacant.

PURCHASER(S):

Signature

Signature

Subscribed and sworn to
before me this ____ day of
_____ 201__

Notary Public

INTENDED OCCUPANT(S)

Print Name

Print Name

SCHEDULE CDISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

SALES

Lead Warning Statement

Every purchase of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*Check (i) or (ii) below*):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).
 - (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- (b) Records and reports available to the seller (*Check (i) or (ii) below*):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*).
 - (ii) ☐ Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.
- (e) Purchaser has (*Check (i) or (ii) below*):
- (i) ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller

Date

Purchaser

Date

Purchaser

Date

Agent

Date

EXHIBIT A**ASSIGNMENT AND ASSUMPTION AGREEMENT**

(to be executed in quintuplicate)

KNOW ALL MEN that _____ residing at Unit No. __, 308-312 West 30th Street, New York, New York 10001 ("Assignor"), for Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by _____ residing at _____ ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer and set over unto Assignee:

1. **all of Assignor's right, title and interest in, to and under that certain Purchase Agreement dated _____, 201__ (the "Agreement") made by and between West 30th Realty LLC (the "Sponsor"), and Assignor, as purchaser, for Unit No. __, located at 308-312 West 30th Street, New York, New York 10001 (the "Premises"); and**
2. **the \$1,000.00 Deposit given in connection with such Agreement, and interest earned thereon, if any.**

TO HAVE AND TO HOLD SAME unto Assignee, and Assignee's heirs, personal representatives, successors and permitted assigns, from and after the date hereof, forever, subject to all the terms, provisions and conditions contained in the Agreement.

Assignor represents to Assignee and to the Sponsor that (i) there are no claims, security interests or liens against the Agreement or the Deposit given thereunder, (ii) Assignor has not previously assigned, transferred or otherwise disposed of Assignor's interest in the Agreement or said Deposit, (iii) Assignor has full right and authority to assign the Agreement and said Deposit and (iv) Assignor is in good standing under his or her lease or tenancy, with all rent paid through the effective date of this Assignment.

Assignee represents to Assignor and to the Sponsor and agrees that:

1. Assignee or _____, a member of Assignee's immediate family, intends to occupy the Premises as soon as it is vacated by Assignor;
2. Assignee was not procured by Sponsor, the Selling Agent or the Managing Agent; and
3. Assignee has possessed for at least three (3) days and read the Offering Plan, as amended to date.

Assignee, by executing this Assignment, does hereby assume the payment and the performance of all obligations and duties of Assignor under and pursuant to the terms of the Agreement as if same had originally been executed by Assignee as the purchaser thereunder.

If more than one Tenant Purchaser executed the Agreement, then all such signatories to the Agreement must execute this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement this __ day of _____, 201__.

Assignor

Assignor

Assignee

Assignee

STATE OF NEW YORK)
) ss.:
 COUNTY OF)

On the ____ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) 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 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) 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 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) 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 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

EXHIBIT B
AFFIDAVIT

(to be executed in quintuplicate)

STATE OF NEW YORK)
) ss:
COUNTY OF)

_____ (“Assignee”), being duly sworn, deposes and says:

1. _____ residing at Unit No. __, 308-312 West 30th Street, New York, New York 10001 (“Assignor”) assigned, transferred and set over unto Assignee all of Assignor’s right, title and interest in, to and under that certain Purchase Agreement dated _____, 201__ (the “Agreement”) made by and between WEST 30TH REALTY LLC, and Assignor, as purchaser, for Unit No. __, located at 308-312 West 30th Street, New York, New York 10001 (the “Premises”);
2. Assignee or a member of Assignee’s immediate family, will personally occupy the Premises; and
3. Assignee was not procured by Sponsor, the Selling Agent, or the Managing Agent.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

RIDER TO AGREEMENT RE: STORAGE LOCKER LICENSE

**RIDER ATTACHED TO AND FORMING PART OF AGREEMENT BETWEEN SPONSOR
AND PURCHASER RE UNIT ____ AT
308-312 WEST 30TH STREET, NEW YORK, NEW YORK**

R-1. LICENSE.

(a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use a Storage Locker for a purchase price of _____ Dollars (\$_____). At closing, Sponsor shall designate in its sole discretion, the Storage Locker which will be subject to such License. The License to use the Storage Locker shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

(b) Upon execution of this Rider, Purchaser has delivered a check to Sponsor (subject to collection) in the amount of \$_____ representing the Deposit due in connection with the purchase of the Storage Locker License.

(c) Upon execution of the License, Purchaser shall pay to Sponsor the balance of the Purchase Price allocable to the License in the amount of \$_____

R-2. ACCESS.

Purchaser may be required to place into escrow the balance of the purchase price for the Storage Locker License even though at Closing access may not be available for the area of the Building designated for such use.

R-3. DAMAGE TO THE STORAGE SPACE.

If there is a fire or other casualty to the Storage Space and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Agreement shall be deemed modified to provide for the closing of title with respect to the Unit and any other unaffected License(s) only. In such event, the Purchase Price shall be reduced by the amount of the Purchase Price allocated to the affected License(s).

R-4. DEFINITIONS.

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Agreement to which this Rider is annexed or in the Plan.

R-5. CONFLICTS.

In the event of any inconsistency between the provisions of this Rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

SPONSOR:
WEST 30TH REALTY LLC

PURCHASER(S):

By: _____
Name: Joel Wiener
Title: Authorized Signatory

STORAGE LOCKER LICENSE

LICENSE made this _____ day of _____, 200__ (this "License") by and between **THE BOARD OF MANAGERS OF THE IRVIN CONDOMINIUM**, acting on behalf of all Unit Owners, having an address at 308-312 West 30th Street, New York, New York, 10001 (the "Condominium Board" or "Licensor"), and _____, having an address at _____ ("Licensee").

WHEREAS, The Irvin Condominium (the "Condominium") is governed by a certain Declaration of Condominium dated _____, 201__, recorded in the New York County Office of the Register of the City of New York on _____, 201__ under CRFN _____ (as the same has been or may be amended from time to time, the "Declaration"), the by-laws of the Condominium (as the same has been or may be amended from time to time, the "By-laws") and the rules and regulations of the Condominium (as the same has been or may be amended from time to time, the "Rules and Regulations"; the "Declaration", the "By-laws" and the "Rules and Regulations" are hereinafter collectively referred to as the "Condominium Documents"); and

WHEREAS, in a portion of the cellar of the Condominium there are Common Elements designated for use as Storage Lockers (such portion of the cellar being the "Storage Space"); and

WHEREAS, in this Storage Space, storage lockers (collectively, "Storage Lockers") have been installed for use by permitted Unit Owners; and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Unit _____ in the Condominium (the "Unit"); and

WHEREAS, Licensee desires the right to the exclusive use of a Storage Locker for so long as Licensee owns a Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, and its permitted successors and assigns, a license for the exclusive use (the "License") of Storage Locker _____ (the "Designated Storage Locker") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

2. A Storage Locker may be used for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein.

3. Licensee shall not (a) store any property in the Storage Space outside of their designated Storage Locker; or (b) allow any other person to use the License.

4. This License may be assigned by Licensee at any time provided the assignee (i) is a Unit Owner at the Condominium, (ii) assumes the obligations pursuant to the form prepared by the Condominium, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed

to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless this License has been assigned to and assumed by another Unit Owner.

5. The Licensee represents that it has made a thorough inspection of the Storage Locker and agrees to take same in its "as is" condition as of the date of this License. Licensee shall, throughout the term of this License, take good care of and maintain the Designated Storage Locker. All replacements and repairs to the Designated Storage Locker shall be made by the Licensee at Licensee's sole cost and expense. All repairs and maintenance of the Storage Space shall be performed by the Condominium Board and the cost thereof shall be a Common Expense, unless the repair or maintenance is caused by the Licensee, in which case the Board shall charge the Licensee for the cost of the repair or maintenance.

6. Neither Licenser nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Storage Space and/or the Designated Storage Locker.

7. The terms of this License are subject to the terms of the Condominium Documents.

8. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Storage Locker until Licensee cures such default or (ii) terminate this License upon written notice to the Licensee.

9. The Condominium Board and/or its agents shall have the right (but not the obligation) to open the Storage Locker in an emergency at any time, and, at other reasonable times upon prior notice to Unit Owner, to inspect and examine the Storage Locker and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

10. The Designated Storage Locker, until the termination of this License, is deemed to be, and treated as, for all intents and purposes, a Limited Common Element as it will, upon the purchase of a Storage Locker License, exist for the use and enjoyment of Licensee to the exclusion of all other Unit Owners.

11. This License shall not be construed under any circumstances to be a sale of the Designated Storage Locker or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licenser and the Licensee with respect to this Agreement.

12. Licensee shall indemnify and hold the Licenser and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission or negligence of the Licensee or the Licensee's family, servants, employees, agents, guests and/or invitees in connection with this License.

13. Licensee shall be obligated to reimburse the Licenser for any legal fees and disbursements reasonably incurred by the Licenser in defending the rights of the Licenser under this License or, in the event Licensee defaults under this License, enforcing the Licensee's obligations hereunder.

14. Neither this License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this License, which alone fully and completely express their agreement and

that this License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this License, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this License 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 the Licensee of any and all of the provisions of this License to be performed by the Licensee.

IN WITNESS WHEREOF, the undersigned have executed this License as of the day and year first above written.

Agreed to and Acknowledged by

LICENSOR:

LICENSEE(S):

**THE BOARD OF MANAGERS OF
THE IRVIN CONDOMINIUM**

Name

By: _____

Name:

Title:

Name

EXHIBIT 2

CONDOMINIUM UNIT DEED

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the ____ day of _____, 201__ between WEST 30TH REALTY LLC, a New York limited liability company, having an office at One Penn Plaza, Suite 4000, New York, New York 10119 ("Grantor") and _____ ("Grantee"), having an address at _____.

W I T N E S S E T H:

That Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as THE IRVIN CONDOMINIUM and by the street number 308-312 West 30th Street, Borough of Manhattan and County, City and State of New York, said Unit being designated and described as Unit No. _____ in the declaration (the "Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated _____, 201__ and recorded in the New York County office of the Register of the City of New York (the "City Register's Office") on _____, in Reel ____ page ____, and also designated as Tax Lot(s) ____ in Block _____ of Section ____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____, and filed in the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. _____ also filed in the City Register's Office on _____ as Condominium Map No. _____. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the by-laws of THE IRVIN CONDOMINIUM (as the same may be amended from time to time, the "By-Laws")

Together with an undivided _____ percentage interest in the Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee and the heirs or successors and assigns of Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as aforesaid.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

WEST 30TH REALTY LLC

By: _____
Name.
Title:

Grantee

Grantee

State of New York)
) ss.:
 County of)

On the ____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

State of New York)
) ss.:
 County of)

On the ____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

State of New York)
) ss.:
 County of)

On the ____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

SCHEDULE A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 30th Street distant 136 feet westerly from the southwesterly corner of 8th Avenue and West 30th Street;

RUNNING THENCE southerly parallel with 8th Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block, 66 feet;

THENCE northerly parallel with 8th Avenue, 98 feet 9 inches to the southerly side of West 30th Street;

THENCE easterly along the southerly side of West 30th Street, 66 feet to the point or place of BEGINNING.

SCHEDULE B

PERMITTED ENCUMBRANCES

**REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO
THE PURCHASE AGREEMENT AND IN THE SPECIMEN TITLE POLICY**

TO BE INSERTED PRIOR TO CLOSING

EXHIBIT 3

DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY & BUILDING CONDITION

**308-312 WEST 30TH STREET
NEW YORK, NY 10001**



PREPARED FOR:

**THE PINNACLE GROUP
1 PENN PLAZA, SUITE 4000
NEW YORK, NY 10019**

**DATE: DECEMBER 19, 2012
REVISED: JULY 1, 2013
PROJECT#: 12-308-312WEST30TH STREET**

SECTION 23.7 Description of Property and Building Condition

PREFACE

This Report was prepared for the Sponsor for inclusion in an offering plan for said building in compliance with the requirements of the Department of Law of the State of New York. I hereby authorize reproduction of this Report for such purpose exclusively. Reproduction for any other purpose is not authorized.

The intent is to provide a description of the materials, finishes, equipment and structure which comprise this Building, as outlined in the guidelines of the office of the Attorney General of the State of New York.

The content of this Report are based on:

1. An inspection of the existing records and applications on file with the Department of Buildings of the City of New York which were made available for review;
2. A visual inspection of some, but not all areas of the Building, including cellar/lobby, public halls, roof bulkheads, exterior walls, yards, and courts, some but not all apartments, and related equipment contained therein;
3. Information on open violations on record provided by the governing New York City Agencies;

And

4. Information provided by the Sponsor and/or his representatives.

Inspections were made on June 6, 2012, June 22, 2012; July 11, 2012; July 12, 2012; August 1, 2012; August 2, 2012; August 20, 2012; and June 12, 2013; and the conditions described then existed. Visual examination was made of a sufficiently large sampling of the spaces and equipment as deemed necessary in our professional opinions/but not, unless stated herein, any tests or penetrations into walls, ceilings, floors, etc. or removal of any structural or mechanical elements.

Except as noted in this Report, no representation is made as to the condition or legality of the various elements of the Building. This Report is not to be construed as a guarantee or warranty. It is not intended or prepared for the purpose of fixing a value to the property or as an opinion as the advisability or inadvisability to purchase condominium units being offered pursuant to the Sponsor's offering plan.

Unauthorized reproduction or alteration of this Report or any part thereof, without the express written permission of the undersigned, is a violation of the New York State Law and is prohibited. Except as indicated herein, no part of this document may be reproduced or utilized in any form or by any means, electronic or mechanical, including photo-copying, recording or by any information retrieval system, without permission in writing.

CONDITION**(a) Location and Use of Property**

- (1) Address: 308 West 30th Street, New York, NY 10001
- (2) Block, Lot Number, and BIN: Block 753, Lot 48, 1013497
- (3) Land Use: Multi-Family Elevator Building
- (4) Zoning: R8B; Residential
- (5) Permissible Use: The R8 zoning district is a general residential district typically of built-up, medium density buildings. This district is designed for the development of all types of residential buildings.

(b) Status of Construction

- (1) Year Built: 1925, Certificate of Occupancy issued on 11/21/1956.
- (2) Class of Construction: Certificate of Occupancy No. M000046581 states that the Building is Class 1 fireproof.
- (3) Certificate of Occupancy No. M000046581 of 1956 indicates Multiple Dwelling 'A' at the Basement, floors one (1) through nine (9), and at the penthouse. The boiler room, storage, tenants' laundry, Superintendent work shop and elevator rooms are located at the Cellar level. See Appendix 1.

The Sponsor has advised that they will be modifying the laundry room as well as installing approximately thirty-four (34) wire mesh storage lockers in the Cellar with the potential of adding twenty (20) more wire mesh storage lockers at a later date. If installed, they will be located in a separate location within the Cellar. The Sponsor is also creating a bike room for the storage of approximately thirty (30) bicycles at the Cellar level. Refer to Drawing A3-01A labeled "Proposed Cellar Plan" for the exact locations of the proposed modified laundry room, storage lockers and bike room.

(4) Alteration Permit Numbers and Description of Work done:

The following open records of alteration were found at the New York City Department of Buildings as of 07/23/2012:

Permit Number	Issued Date	Description of Work
103364823	02/04/2003	Replace Boiler and Oil Burner (NYC Boiler No. 40902-01) and change grade of fuel oil from #6 to #4. No change in egress, occupancy or use.
103488469	06/18/2003	Misc. renovations in Apt's 2D, 6A, & 10C to

		include replacing bathroom and kitchen fixtures and finishes on existing roughing, patching and painting throughout. No change to use, egress nor occupancy.
103776004	05/21/2004	Misc. renovations in Apt's 1A (1 st Flr), 6A (6 th Flr) & 9D (9 th Flr). Work to include replacing all plumbing fixtures on exist. Roughing, spackle and paint. There will be no change to use egress nor occupancy.
103834102	07/19/2004	Misc. renovations in Apt's 5B (5 th Flr) and 9F (9 th Flr). Work to include replacing all plumbing fixtures on existing roughing, minor partition work, spackle and paint. There will be no change to use, egress nor occupancy.
121161786	07/25/2012	Proposed installation of heavy duty sidewalk shed filed for remedial repairs as per plans. No change in use occupancy or egress under this application. Live load 300 per square feet. Sidewalk shed shall comply with Chapter #33 of the 2008 code.
121503113	01/23/2013	Renovation of apartments to include new flooring, doorways, bathroom tile work and kitchen cabinets. Replace bathroom and kitchen fixtures. No change to used, egress or occupancy. [Floors: 5, 6, 7, 8, 10]. Tenant protection plan notes included in drawing set. Alteration to Units 5B, 7B, 7E, 8E, and 10B.
121522940	02/05/2013	Install new roof deck on floor 10 and roof, and new exterior access stair, for top 2 apartments. No change to use, occupancy or egress. [Floors: 10, Roof]
121548085	02/28/2013	Remove and replace existing partitions, relocate plumbing fixtures as shown on drawings filed herewith. No change in use, egress or occupancy. [Floors: 2, 6, 7, 10]. Tenant protection plan notes included in drawing set. Alteration to Units 2C and 6A.
121548076	02/28/2013	Remove and replace existing partitions, relocate plumbing fixtures as shown on drawings filed herewith. No change in use, egress or occupancy. [Floor: Cellar]. Tenant protection plan notes included in drawing set. Alteration to Cellar.
121511587	03/06/2013	Remove and replace existing partitions as indicated, relocate plumbing fixtures as indicated as shown on drawings filed herewith. No change in use, egress or occupancy. [Floors: 2, 3, 4, 7, 9]. Tenant protection plan notes included in drawing set. Alteration to

		Units 2D, 3D, 4F, 7F and 9D.
121603210	04/29/2013	Cosmetic renovation as per plans filed herewith. As shown on drawings filed herewith. No change in use, egress or occupancy. [Floors: 1 thru 8]. Tenant protection plan notes included in drawing set. Alteration to Lobby.
140077841	05/09/2013	Construction of a trash and refuse room to accommodate the installation of trash compactor equipment, related trash chute, and masonry shaft enclosure. No change of use, occupancy, and egress. [Floors: Cellar, Basement, 1 thru 9, PH]

**Note: None of the above filings require the Certificate of Occupancy to be amended.*

The Sponsor has also provided the following summary of work:

The apartment renovations shall include the installation of new: interior partitions, bathrooms, kitchens, electrical wiring, lighting, LV (low voltage) wiring, wood flooring, doors, moldings, appliances, hardware and fixtures, and painting.

The Lobby renovation shall include the installation of new: partition walls, doors, lighting, tile/stone work, wall coverings, moldings and trim work and painting.

The Hallway renovation shall include the installation of new: ceiling framing, moldings and trim work, lighting, doors, wall coverings, flooring and painting.

The Laundry room renovation shall include the installation of new: framing, doors, flooring, windows, lighting and machinery.

(c) *Site*

The property is located on a lot with the main entrance located on the south side of West 30th Street on the block between 8th Avenue and 9th Avenue. in the Borough of Manhattan in the City of New York.

It is bounded on the East by a five (5) story multi-family walk-up building; on the west by a seven (7) story multi-family elevator building.

- (1) Size: The rectangular lot is sixty-six feet (66') along West 30th Street and ninety-eight feet nine inches (98'-9") deep.
- (2) Number of Buildings and Use: There is one (1) eleven (11) story building (including penthouse) plus an on-grade cellar on the site. The main entrance and lobby are located at the basement which is considered the first floor. There are a total of sixty (60) apartments, a Superintendent's apartment, a boiler room, storage rooms, Superintendent's workshop, and a tenant's laundry facility. Five (5) apartments are located at the first floor (basement). There are six (6) units

per floor on floors two through ten (1st to 9th story) and two (2) units on the eleventh (11) floor (10th story or penthouse).

- (3) Street Owned or Maintained by the Project: All streets are owned by the City of New York and maintained by the Condominium. The streets in front of the Building are described as the following:

- (i) Paving: The asphalt paved street is generally in fair condition. Minor spalls and moderate cracks were found on the surface.
- (ii) Curbing: Steel faced curbing on West 30th Street is in acceptable condition.
- (iii) Catch Basins, Drainage: Manhole covers were observed. They appear to be for access to Con Edison Company utilities.
- (iv) Street Lighting: There is no street lighting located on the West 30th Street sidewalk (in front of the Building).

All items are in conformity with New York City Department of Transportation Highway Rules.

- (4) Drives, Sidewalks, and Ramps:

- (i) Paving: The concrete sidewalk in front of the Building along West 30th Street is in the process of being replaced and once completed, it should be in fair condition with no tripping hazards or ponding. The topping slab was demolished in order to waterproof the vault below. A bituminous membrane was being installed at the time of our visit. Concrete was to be poured and finished at the same cross slope as the adjacent sidewalks. To the best of our knowledge and as far as we can determine, the proposed sidewalks appears to be handicap accessible.

The sidewalk vault extends out approximately twelve (12) feet into the street right of way. The sponsor advised that any maintenance, if any, to the structural integrity has been addressed during the current repairs. The concrete in the side yards and in the rear yard is considered to be in acceptable condition. Moderate cracks and spalls were observed throughout.

- (ii) Curbing: N/A
- (iii) Catching Basins, Drainage: There are no drains located on the sidewalk in front of the Building along West 30th Street. No catch basins were observed on the sidewalks. No Manhole covers were observed on the sidewalk.
- (iv) Street Lighting: All exterior lighting is surface mounted to the Building.

The sidewalk paving is in conformity with New York City Department of Transportation Highway Rules.

(d) *Utilities*

- (1) Water: Provided by New York City as part of its services via a metered line.
- (2) Sanitary Sewer: Provided by local municipality.
- (3) Storm Drainage: Provided by local municipality.
- (4) Gas: Provided by Consolidated Edison Company of New York, a regulated public utility.
- (5) Electricity: Provided by Consolidated Edison Company of New York, a regulated public utility.
- (6) Telephone: Provided by Verizon Telephone Company of New York, a regulated public utility.
- (7) Fire Hydrant: There is no fire hydrant in front of the Building. However a siamese standpipe is located on the sidewalk between both main entrances. A fire hydrant was observed across West 30th Street just west of the northwestern intersection of West 30th Street and Eighth Avenue.
- (8) Mailbox: The closest mailbox is located just south of the southwest intersection of West 30th Street and Eighth Avenue on Eighth Avenue.
- (9) Public Telephone: The closest public telephone is located on the north side of West 30th Street just west of the intersection of West 30th Street and Eighth Avenue.
- (10) Transit: The entrance to the A, C, E subway lines are located at the intersections of Eighth Avenue and West 33rd Street as well as the intersections of Eighth Avenue and West 34th Street. The entrance to the 1, 2, 3 subway lines are located at the intersection of West 32nd Street and Seventh Avenue. The entrance to the 1 subway line is also located at the intersection of West 28th Street and Seventh Avenue. Penn Station provides access to the Long Island Railroad (LIRR), New Jersey Transit, and Amtrak are at West 32nd Street Seventh and Eighth Avenues. Access to the PATH train is available at West 32nd Street and Sixth Avenue as well as West 33rd and Sixth Avenue. The M20 bus runs uptown along Eighth Avenue and downtown along Seventh Avenue. The M11 bus runs downtown along Ninth Avenue and Uptown along Tenth Avenue. The downtown M7 bus runs along Seventh Avenue. The M34 BUS runs cross town on 34th Street.

(e) Subsoil Conditions

- (1) Detailed architectural/engineering plans for the Building foundations were not reviewed. The Building is constructed with a concrete slab on grade. Foundation walls consist of concrete, concrete block and brick masonry. Visual inspection of the cellar floors and the exterior facades showed no evidence of cracking or mortar joint decay that may indicate uneven foundation movement and settling.
- (2) The cellar is primarily dry. There is evidence of some cracking in the stucco wall finish which may or may not be of a structural nature. The underside of the basement concrete slab exhibited some minor deterioration with exposed steel rebar in the Superintendents workshop. The Sponsor advised that the underside of the slabs will be patched and all exposed rebar is to be scraped and primed prior to patching. These conditions may be a result of moisture, seepage or ground water infiltration that have occurred in the past and are not current. During our last visit we observed that the inboard finish side of the wall was removed, exposing the exterior wall which was in acceptable condition. Wetness was observed however, waterproofing of the vault anticipates repairing this issue. The minor cracks in the walls are believed to be from settlement. At the time of our last visit, the foundation walls and beams are structurally sound.
- (3) The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) flood maps show this area has very low risk of flooding. Flooding may only occur in the event of a water main break in the street. No practical preventative action is suggested. Any goods stored in the cellar should be removed in the event of a flood. Additional U.S Geological Survey Maps show this area to have a very low risk of earthquake, mudslide, and erosion. The Sponsor has advised that there were no leaks, water infiltration, or power lost during Hurricane Sandy of October 29, 2012.

(f) Landscaping and Enclosures

- (1) Grass Cover: There is no grass cover on the property.
- (2) Plantings: Miscellaneous plantings are located at the rear terraces on the first floor.
- (3) Trees: There are no trees located in front of the Building along West 30th Street or in the rear yards.
- (4) Fencing: The wood fencing at the rear yards at the first floor was removed. The Sponsor advised that they are planning on installing a new fence and the material is to be determined. Sponsor advised that the height of the new fence will be no more than six (6) feet tall.
- (5) Gates: There are no gates on the property.
- (6) Garden Walls: There are short masonry garden walls at the property line in the rear yard. The walls are constructed of brick masonry. Some are finished with stucco. The garden walls are considered to be in acceptable condition.
- (7) Retaining Walls: No retaining walls were observed on the property.
- (8) Display Pools and Fountains: N/A

(g) Building Size

- (1) Total Height: According to C of O No. M000046581, the Building is approximately one hundred-five feet (105') above curb level.
- (2) Crawl Spaces: N/A
- (3) Number of Subcellars and Cellars: The Building contains one (1) cellar level and a basement (considered the first floor). The main entrance and lobby are located at the basement level as well as five (5) apartments, and mail boxes.
- (4) Number of Floors: The Building contains stories (11) stories (including the basement and penthouse) plus a cellar.
- (5) Equipment Rooms: The boiler room, oil tank room, elevator room, electrical meter room and the gas meter room are located at the cellar level.
- (6) Parapet: The average height of the parapet wall is approximately forty-two inches (42").

*(h) Structural System**(1) Exterior of the Building:*

- (i) Walls: The structure of the Building appears to be a reinforced concrete slab and reinforced concrete frame with brick masonry bonded walls and masonry infill. Sponsor has advised that there is no insulation in the exterior walls from floors one to nine (1-9). The penthouse metal cladding was removed and one to two (1-2) inches of insulation was installed. Stucco is to be applied to insulation. R-value is unknown. At the time of our inspection, there does not appear to be evidence of any active water leaks at the exterior walls.

The West 30th Street façade is composed of red brick, terracotta and cast stone ornamentation. Ornamentation includes keystone at masonry opening arches, lintels, water tables, decorative columns and panels between window heads and lintels, and stone railings. The courtyard and rear face brick is composed of brown-beige brick masonry. The exterior penthouse walls are clad in flat aluminum streamline panels.

All walls are in acceptable condition. According to the Building Superintendent, no active leaks through the walls have been reported recently. Minor cracks and loose joints are observed at every façade. Repointing work and brick replacement were observed in various locations.

Local Law 11/98 applies to the Building. No report was submitted for Cycle 6. The Cycle 7 window of inspection for this lot began on February 21, 2012 and closes of February 21, 2013. The Sponsor provided a copy of the combined Cycle 6 & 7 Local Law report prepared by Andrew Katz Engineers. A handwritten note states it was submitted on January 28, 2013 with the last inspection performed on January 10, 2013. The report has not yet been accepted by the NYC Department of Buildings. The Building was filed as Safe With Repair and Maintenance. However, repairs had to be completed by April 2013. The terracotta and brick masonry at the front façade appears to have been repointed. The Local Law 11/98 Cycle # 6 and 7 Report can be found in Appendix 2.

- (ii) Windows: Most windows in the Building are in acceptable condition. No active leaks through the windows have been reported recently. The Building has double hung/double-pane (insulated) windows and are approximately ten (10) years old. It could not be determined if the window frames are thermally broken. Sponsor has advised that the windows can open and close. The Sponsor has also advised that they will be replaced as needed. All windows appear to be aluminum framed, double-pane/double hung windows with steel lintels, stone or pre-cast concrete sills, anti-drift latches, tilt sash latches, spiral balances, and cam locks. The windows at the open stairs have wired glass. Windows in the apartments have various types of child guards. The owner is responsible for providing and maintaining the child guards when an apartment is occupied by children as per the NYC code. Only New York City Fire Department approved gates are allowed on fire escape windows. All other types should be removed. Air conditioning units may not be installed at the fire escape windows. All lintels and sills are considered to be in acceptable condition. Moderate deterioration was observed on several lintels and sills throughout all facades. Selective sills have been replaced at the rear façade. No lot line windows exist.

(iii) Landmark Status: The Building does not have a landmark status.

- (2) Parapets and Copings: The parapet walls are 2-wythe brick walls with a combination of stone copings (penthouse level) and aluminum coping covers (main roof). The copings at the roof have been capped with metal covers. The main roof parapet walls are very low and with the aluminum sub-frame installed, the parapets are approximately the height of the metal coping cover (approximately six to eight inches (6"-8") tall). The stone copings have been coated with a tar-like material (penthouse level) has been removed and new pre-cast stones have been installed. With the aluminum sub-frame installed, the parapets range from approximately eighteen to thirty four inches (18"-34") tall.

Selective coping stones at the rear masonry knee walls have been replaced with pre-cast coping stones. The inboard sides of the parapet walls at the penthouse level have been repointed. Some joint erosion was observed at the outboard side of the parapet wall at the east, west, south and courtyard facades. At the time of our visit, the parapets and copings are considered to be in fair-acceptable condition. Railings are to be installed on top of the copings at the Penthouse and Main roof to comply with building code. No drawings were provided for the proposed final parapet height with railings, but at minimum would meet code. Sponsor advised that railings will be composed of aluminum.

Surface applied reglet flashing at the base of the parapet wall was observed. The penthouse roof had sealant at the joint where the flashing was installed. The main roof has flashing installed, but its termination could not be determined with the installation of the metal coping cover.

- (3) Chimneys and Caps: There are two (2) chimneys/flues. One is believed to be inactive while the other is for the boiler – both are constructed of masonry. The inactive chimney will be properly closed with concrete at the top and at the bottom. Currently the only flue can be considered the boiler chimney and the Sponsor will provide an extension constructed of stainless steel to make it the code compliant height. Currently the clean out for the boiler chimney is located within the boiler room. The active chimney is located at the center of the south elevation. They are constructed of masonry. Eroded mortar joints in the masonry work were observed. Sponsor advised that the coping stones at chimneys are to be replaced. Generally, the chimney is considered to be in acceptable condition.
- (4) Balconies and Terraces: There are no balconies. Unit 1C, Unit 1D and Unit 1E have terraces above the Cellar roof. New pre-cast pavers were installed over a new roof cap sheet at the first floor terraces. The pavers appear to slope with the cellar roof. Units PHA and PHB have wrap around terraces from the tenth (10th) floor setback. An aluminum sub frame has been installed at the PH terraces. The Sponsor has advised that the finished surface will be composed of Aluminum with epoxy. For condition of terrace roofs see sections (h)(7)(i)(a). For fence at rear terraces see section (f)(4). At the time of our inspection, the terraces are considered to be in acceptable condition. No railings were installed at the penthouse or rear terraces, but will be to comply with code.
- (5) Exterior Entrances: There are two entrances from the sidewalk along West 30th Street. Each entrance is composed of one (1) glass door with side lites on each side.
 - (i) Exterior Doors and Frames: Each front entrance has one (1) wood framed single-lite in-swing doors with glass side lites on each side. Both doors are operable and are considered to be in fair condition.
 - (ii) Vestibule Doors and Frames: The main entry leads to a semi-circular vestibule. There are two (2) doors that lead out from apartments

- (Sponsor anticipates sealing these doors up as they are not required for egress), one (1) door that leads to the basement, one (1) double door to a storage closet, another door that provides egress from the enclosed fire stair for Units A and B. There is also a single metal framed door that leads into the lobby. The Sponsor advised that this door is to be removed. Another controlled access door is to be installed in the existing lobby. During the last visit a wall was under construction.
- (iii) Exterior Stairs: There are two (2) sets of service stairs. The first is located just behind gate at the western corner of the Building along West 30th Street. The stairs lead to a side yard. There is another set of stairs from the side yard that leads to the rear yard. Both are located below the Building above rather than alongside the Building. The metal railing at the cellar stair and rear deck is rusted. Sponsor advised it will be replaced.
 - (iv) Railings: Steel picket window guards have been installed at the first floor street facing windows. The metal railings are adequate for exterior use. The railings have rusted, but have been painted to reduce corrosion. Sponsor has advised most existing railings at the stairs are to be replaced. All railings are in acceptable condition.
 - (v) Mailboxes: There is (1) aluminum mailbox panels in the Building lobby. The mailboxes are approved by the U.S. Postmaster General. They are individually keyed on the left and hinged on the right. All mailboxes and the panels are considered to be in fair condition.
 - (vi) Lighting: Combined, there are four (4) surface mounted lights on each side of the main entry doors along West 30th Street.
 - (vii) Drainage: Drainage at the front entrance will be adequate once the topping slab is poured and matches the slope of the adjacent sidewalks.
- (6) Service Entrances: There is one (1) service entrance at the western corner of the Building along West 30th Street. There is also a hatch at the south eastern corner of the property line (rear terrace/yard). The hatch provides access from a cellar storage room. See Section (c)(4)(i) for ADA compliance.
- (i) Doors and Frames: Both service doors and frames are constructed of metal. They are considered to be in satisfactory condition.
 - (ii) Gates: There is one (1) gate. The gate controls access to the west side yard.
 - (iii) Exterior Stairs: See Section (h)(5)(iii) for locations of stairs and ramps.
 - (iv) Railings: See Section (h)(5)(iv).
 - (v) Hallway: N/A.
 - (vi) Drainage: At the time of inspection, drainage appears to be adequate as there was no clogging or ponding water.
- (7) Roof and Roof Structures:
- (i) Type of Roofs for All Areas
 - (a) Material: The main roof and penthouse roof are constructed of a flat and built up modified bitumen roof membrane coated with

aluminum paint. Bubbling and soft spots were observed at both roofs. However no active leaks were reported at the time of our inspection. There does not seem to be an issue with the structural deck and framing. Sponsor advised that a firestone cap sheet was installed over existing roof assembly on both the main and PH roof. With the installation of the new cap sheet, any sources of water infiltration at the roofs should be eliminated and therefore at the time of our inspection, there does not appear to be evidence of active water leaks from the roof membrane. Sponsor advised that the main roof will be used as a roof deck for the residents of the condominium. The roof is considered to be in fair ~~poor~~ condition.

- (b) Insulation: Unknown. Further investigation should be conducted to understand the material and condition of the insulation.
 - (c) Surface Finish: The roofs at the first floor have bitumen cap sheets. The main roof and penthouse roof are coated with aluminum paint.
 - (d) Bond or Guarantee: Sponsor advised that the contractor (installer) will provide a ten (10) year warranty.
 - (e) Flashing Materials (Including Counter Flashing): The penthouse roof has through wall metal flashing at the parapet wall. There is no flashing at the penthouse walls. There is a combination of surface mounted flashing with sealant and through wall flashing along the main roof perimeter. The roof membrane appears to tie into the bulkhead wall at its base.
- (ii) Drains
- (a) Location, Material and Type: Scupper drains are located at the penthouse roof, main roof and within the side yards [see section (h)(9)(ii)]. The locations of the scupper drains are noted on Drawing A3-13 labeled "Roof Plan". Most of the scuppers have strainer covers. Both the scupper and cover are considered to be in acceptable condition. No obvious failure of the scuppers were observed or reported at the time of our inspection.
 - (b) Gutter and Leaders: There are ten (10) scuppers located at the penthouse roof and main roof. Locations of the scuppers are noted on Drawing A3-13 labeled "Roof Plan". These scuppers lead to a gutter and leader system that provides adequate drainage. The gutters and the leaders are considered to be in acceptable condition.
- (iii) Skylights: There are three (3) skylights on the roof. The frame and glass of each of the skylights was replaced recently by the Sponsor. Skylights were also observed over the elevator bulkheads. These have also recently been replaced by the Sponsor. Code compliant wire mesh was observed over the skylights. The locations of the skylights on the roof can be found on A3-13 ("Roof Plan"). The northern most skylight has the approximate dimensions of seven feet (7'-0") by five feet (5'-0"). The purpose of this skylight is believed to be for natural

light. The two other skylights can be found in the middle of the building. Their dimensions are approximately four feet-six inches (4'-6") by five feet-eight inches (5'-8"). The purpose of these skylights is believed to be for natural light and/or emergency access as these are directly over the enclosed fire stair and open stairway.

(iv) Bulkheads:

- (a) Stairs: There is no stair bulkhead at the main roof.
- (b) Elevator: There are two (2) elevator bulkheads. Its construction is unknown because the finished surface has been coated in aluminum paint. Generally, the elevator bulkhead is considered to be in acceptable condition. There is one (1) set of steel stairs and one (1) ladder leading to the elevator mechanical rooms at the elevator bulkheads.
- (c) Other: None

(v) Metal Work at Roof Levels:

- (a) Exterior Metal Stairs: besides the stairs noted in Section (h) (7)(iv)(a) there is also a steel stairway to the hatch door of one of the elevator mechanical room. They are considered to be in acceptable condition.
- (b) Vertical Ladders (Including Goosenecks): There is a steel ladder from the penthouse roof to the main roof and a ladder to the hatch door of the second elevator mechanical room. There are two (2) ladders from the 1st floor roof (basement) to the Cellar level at both side yards. All are rusted, but are in acceptable condition. There
- (c) Railings: There are no metal railings at the roof level.
- (d) Hatches to Roof: There are no hatches to the roof.
- (e) Other: None.

(8) Fire Escapes:

- (i) Location: There is one (1) exterior fire escapes at the rear (south elevation) of the Building and two (2) enclosed interior fire stairs. The location of the exterior fire escape is noted on Drawing A1-01 labeled "Site Plan". The fire escape is considered to be in acceptable condition.
- (ii) Floors Covered: The fire escape extends from the 10th floor down to the 1st floor (basement level).
- (iii) Drop Ladder: Standard vertical steel drop ladders are engaged to extend to the cellar, the street level, and garage roof. The drop ladder is considered to be in fair condition.
- (iv) Type: The fire escape is cantilever steel type with steel-slat landings and treads, open-riser stairs, bar stock handrails, and wrought stock balustrades. The fire escape is attached and supported to the façade wall.
- (v) Materials: The fire escapes are made of painted steel. Minor peeling of the paint was observed.

- (9) Yards and Courts: There are three (3) yards on the premises. The side yards are located at the east and west side of the Building while the rear yard (terrace) is located on the south side of the Building. The Yards are noted on Drawing A1-01 labeled "Site Plan". There are no courts.
- (i) Paving: The concrete pavement was discussed in Section (c)(4) (i).
 - (ii) Drainage: There are six (6) drains in the yards. There is a drain at each of the first floor roofs and at the concrete floors of the side yards. There are also two (2) drains in the rear yards. Refer to Drawing A1-01 labeled "Site Plan" for the exact locations of all of the drains.
 - (iii) Railings: There are no railings in the east and west yards.
 - (iv) Stairs: There are no stairs in the east, but two sets of stairs are accessible in the west yard.
 - (v) Fencing: There is no fencing in the east and west yards. There is wood privacy fence along the southern property line.
 - (vi) Walls: There is a short garden wall at the south yard, but no additional walls in the east and west yards besides the Building walls.
- (10) Interior Stairs:
- (i) Number of Stairs of Each Type: There is a four (4) riser set of stairs from the main entry vestibule to the lobby. There is a set of stairs that lead from the cellar to the entry vestibule. There is also one (1) open stairwell and two (2) closed fire stairwells. The open stairway can be accessed at the lobby level up through the penthouse. The closed fire stairs between Units A and B are accessible from all floors and lead out to the entry vestibule. Units C and D are accessible from all floors and lead to the lobby. The locations of the interior stairs are noted on the A3 drawing sheets.
 - (ii) Enclosure: All stairs are enclosed by Building walls and open to each floor landing. As noted in (h)(10)(i) not all stairs lead to the lobby level.
 - (iii) Stair Construction: All stairs are constructed of iron stringers, iron treads, iron landings, steel plate risers and painted wood handrails, which are mounted to rectangular metal balusters which are mounted to the stringers. On the other side of the stairs there are also wall-mounted wood or steel handrails. All metal and wood components are painted.
 - (iv) Stringers: The painted iron stringers are generally considered to be in fair condition.
 - (v) Treads: The iron treads are generally considered to be in fair condition.
 - (vi) Risers: The steel plate risers are generally considered to be in fair condition.
 - (vii) Guardrails: The steel handrails are generally considered to be in fair condition.
 - (viii) Balustrade: There are no balustrades at the stairwell.

(11) Interior Doors and Frames:

- (i) Unit Entrance and Interior Doors and Frames: Unit entrances have metal doors and frames with key dead bolts, peek holes and self-closing springs. All entrance doors have a fire door label. Some are painted over so a fire rating cannot be determined. However, the doors with tags not painted over state a Class B 1-1/2 hour fire rating. Interior bedroom and bathroom entrances have wood doors and metal frames.
Most of the doors are in fair condition.
- (ii) Corridor Doors and Frames: The corridor doors at the cellar level are constructed of metal doors and metal frames.
- (iii) Stair Hall Doors and Frames: There are no stair hall doors or frames in the Building.
- (iv) Roof Door, Basement Doors and Frames: The doors exiting the Building to the yards and roof have metal doors and frames. Some are painted over so a fire rating cannot be determined. However, the doors with tags not painted over state a Class B 1-1/2 hour fire rating.

(12) Elevators:

- (i) Number of passenger and service elevators: There are a total of two (2) passenger elevators in the Building. One of the elevators serves all floors of the Building and the second elevator does not serve the cellar level. There is no dedicated service elevator. The elevators are considered to be in acceptable condition with the last modernization occurring circa 1996. The elevator inspection records are current at the time of our survey and were posted within the elevator cabs.
- (ii) Manufacturer, Age of Each Elevator and Capacity: The manufacturer of the elevators is Gurney Elevator. The elevator device numbers are 1P11694 and 1P11695. Each elevator has a capacity of 2,000 pounds.
- (iii) Type of Operation for Each Elevator by Elevator Number or Location in Building: Both elevators are automatically operated.
- (iv) Call Buttons: The elevators have call buttons at each floor and a call button panel with indicator lights in the cab.
- (v) Floors Served: Elevator number 1 serves the cellar through penthouse and elevator 2 serves the ground floor through the penthouse.
- (vi) Type: The elevators are basement level traction machines with roof level wheel houses.
- (vii) Doors: The elevator has a two-section horizontal sliding door.
- (viii) Location of Machine Room: The motor of each elevator is located at the cellar level.
- (ix) DC Motor: Each elevator hoist motor is a 30HP direct current (DC) motor.
- (x) AC Motor-Generator Set: The manufacturer of each AC motor-generator set is unknown. The motor generators appear to be replacement units and are considered to be in acceptable condition.

- (xi) Other: All cables and controllers for the elevators are considered to be in acceptable condition. The controllers are manufactured by Motion Control Engineering (MCE) and were replaced circa 1996.

(13) Elevator Cabs:

- (i) Kind: The manufacturer of the elevator cabs is unknown.
- (ii) Floor: The elevator cab has vinyl flooring and is in acceptable condition.
- (iii) Walls: The elevator cab has stainless steel and wood veneer panels in fair condition.
- (iv) Ceiling: The elevator cab ceiling is a metal panel. A vent fan is located in the ceiling. The ceiling is in fair condition.
- (v) Lighting: The elevator cabs have fluorescent lights.
- (vi) Alarm, safety system: Both of the elevators have emergency stop buttons in the elevator cabs.

(i) *Auxiliary Facilities*

(1) Laundry Rooms

- (i) Location and Number of Rooms: There is one laundry room provided for the Building that is located at the cellar level. The laundry room has one step and therefore is not ADA accessible. The ventilation, exhaust, drainage, and lighting in the laundry room is new, adequate and in compliance with NYC Building Code. The new laundry room is equipped with a sprinkler system, which is also new and adequate.
- (ii) Clothes Washers: There are five (5) coin-operated single load washers. The washers are manufactured by Maytag and operated by SEBCO. The washers are in fair condition.
- (iii) Clothes Dryer: There are four (4) coin-operated gas-fired dryers in the laundry room. The dryers are manufactured by American Dryer Corp and operated by SEBCO. The dryers are in fair condition.
- (iv) Room Ventilation: The laundry room is mechanically ventilated via a fan within the laundry room.
- (v) Dryer Ventilation: Dryer exhaust within the laundry room is vented to the outside via through wall penetrations.

(2) Refuse Disposal

- (i) Incinerator: There are no incinerators in the Building.
- (ii) Compactor: There are no compactors in the Building.
- (iii) Approvals by Authority having Jurisdiction: None.
- (iv) Initial Storage Location: The initial storage is located at the cellar level and then it is collected by the Superintendent and brought to the street level.
- (v) Pick-up Schedule, and whether public or private provider: Regular refuse disposals are picked up every Wednesday and Saturday. Recycled disposals are picked up every Saturday. Pick-up is performed by New York City Department of Sanitation.

(j) *Plumbing and Drainage*

- (1) **Water Supply:** The Building is provided with one (1) metered domestic water service. The service is 3-inch and enters at the Cellar level from West 30th Street and continues into the Building. The main domestic water shutoff valve is installed within the boiler room beneath the sidewalk vault. New backflow prevention devices are in the process of being installed by the Sponsor. The domestic water service is not insulated and in fair condition. There are two (2) house pumps that fill the roof tank. The steel supporting the wood storage tank is in sound condition and the tank was not leaking at the time of our survey. From the roof tank, all floors are provided with domestic water. At the time of our visit and during peak usage, the domestic water pressure and flow at the highest level fixtures surveyed was above the NYC Building Code minimum requirements and was deemed to be adequate.

Risers are provided for domestic cold water, hot water, waste and vent piping. Some of the piping throughout the Cellar level is not insulated. Insulation of the exposed piping is recommended and the estimated cost is approximately \$7,500. It is likely the risers are not insulated and will not be insulated as part of the renovation. The implication of not insulating the risers is an overall minor amount of additional energy that will be used. Domestic cold water supply from each of the services is distributed to copper water supply risers and the integral domestic hot water coil in the boiler.

Domestic hot water is generated by an integral coil installed within the boiler. The capacity of the coil is adequate for the current domestic hot water demand load of the Building. One motorized tempering valve is provided to maintain domestic hot water temperatures. The domestic hot water is considered to be adequate.

Copper hot and cold water supply piping from risers extend to fixtures in the bathrooms and kitchens. In a building of this age, it is possible for crossover of hot and cold water to occur. This is typically caused by lack of check valves, single lever fixtures and flushometer type toilets throughout the Building. Monitoring of this condition should be continued as needed.

(2) **Fire Protection System**

- (i) **Standpipes:** There is a standpipe in the Building.
- (ii) **Hose Racks, Hoses and Nozzles:** There are no hose racks, hoses or nozzles in the Building.
- (iii) **Sprinkler Heads:** There are sprinkler heads in the laundry room and will be provided within the new compactor room. There will be no other locations within the building installing sprinkler heads.

- (iv) Siamese Connection: There is one standpipe Siamese connection along West 30th Street.

It is recommended that sprinkler heads be installed within the laundry facility of the Building.

- (3) Water Storage Tank and Enclosures: There is one water storage tank at the Building.
 - (i) Number, Type, Location of each: One wood tank at the roof level of the Building.
 - (ii) Material: Wood
 - (iii) Access to Tank: Via ladder and roof level steel dunnage.
 - (iv) Total Capacity: 7,500
 - (v) Fire Reserve Capacity: 3,500
- (4) Water Pressure and how Maintained: Water pressure is maintained throughout the Building by the roof level wood tank. Only house pumps are provided for the purposes of filling the roof tank.
- (5) Sanitary Sewage System: There is a combined sanitary and storm drainage system.
 - (i) Sewage Piping: The stacks and mains piping for the waste system are cast iron piping. Leaks do not occur frequently. The joints are in fair condition. The branch waste and vent piping at fixtures is in fair condition.
 - (ii) The system serves plumbing fixtures and equipment throughout the Building. Drainage and vent piping extends up the Building in shafts. This piping is from the original building installation and in fair condition.
 - (iii) Sewage Pumps: There are no sewage pumps in the Building.
 - (iv) Sewage Disposal: The combined house sewer connects to the street sewer. The sanitary drainage and vent system is conventional gravity drainage system which flows from the vertical stacks to house sewer at Cellar level which is piped to the City sewer after being combined with the Building storm drains. One (1) sewer exits the Building along West 30th Street.
 - (v) The toilets throughout the Building are a mix of tank type and flushometers. The water pressure is above the code minimum of 8 PSI. The hot and cold water piping has no implications. The new back-flow preventer and main shut-off valve are being installed in the boiler room under the vault. The water storage tank's steel is sound and is not leaking.
- (6) Permit(s) required: All permits are to current date.

(7) Storm Drainage System: The combined sanitary and storm drainage system is described in section (j)(5).

- (i) Catch Basins: There are no catch basins in the system.
- (ii) Yard and Roof Drains: Roof drains are provided. The drains connect to the internal storm water system. This storm piping connects to the sewer line and exits the Building as a combined system.
- (iii) Piping: Storm drainage piping is cast iron in fair condition.
- (iv) Eject or Sump Pumps: There is one sump pump located within the Boiler Room.

(k) *Heating*

- (1) The heating system consists of a one pipe steam heating system that is generated by a Scotch marine steel boilers. The Building radiators consist of one pipe cast iron units. The boiler is fitted with an integral domestic hot water coil. The boiler and integral domestic hot water heating coil is adequate to maintain the requirements of the Building.
- (2) Number of Boilers and Description: The heating system is comprised of one (1) steel Scotch marine boiler that is fired on No. 4 fuel oil. The boiler is rated for an input capacity of 4,200 MBH and in fair condition. A visual inspection of the boiler indicated that leaks were not present. The boiler is approximately 9 years old, in good condition, and can remain in use. The service records for the boiler are current and posted. The hot water is provided within thirty seconds at all locations. The operation and maintenance manuals (O&M) are available and will be turned over.

The heating system in the Building is adequate. The boiler is provided with all required safety devices to maintain proper operation including low water cutout, barometric damper and pressure relief. Combustion air is provided into the Boiler Room via a louver to the exterior.

During any future boiler fuel conversions that may be undertaken, the existing boiler chimney will need to be extended to a code compliant height at the roof level and lined with an approved NYC DOB liner.

- (3) Manufacturer and Age of Boiler: The boiler is a Federal AL Eastmond model FST-100 and approximately 9 years old with a 21 year life expectancy remaining.
- (4) Manufacturer and Age of Burner: The burner is dual fuel (currently configured to operate on No. 4 fuel oil) and manufactured by Industrial Combustion model DEG-42P. The burner is approximately 9 years old with a 21 year life expectancy remaining.
- (5) Type of Controls: Heat Timer control panel with outdoor temperature sensor is provided to cycle the boiler's operation.

- (6) Radiators, Piping, Insulation, Valves, Pumps: Steam from the boiler is supplied to cast iron radiators by means of a one pipe distribution system. Steel piping extends vertically throughout the Building exposed or within concealed enclosures. Where exposed, steam piping heat kitchens and bathrooms. These risers were visually inspected in various locations and can remain in service.

Radiators typically are located beneath windows, within enclosures and/or are recessed within walls. Each radiator is coupled with an air vent and shut-off valve. The units are in fair condition and remain in service.

Additionally, some rooms (i.e. kitchen, bathrooms and smaller bedrooms) are provided with a single exposed steam riser. With systems of this vintage and configuration, knocking and banging of steam pipes will occur during heating cycles. Individual radiators, branch piping, valves and air vents should be examined and adjusted or repaired on an individual basis to reduce noise levels.

- (7) Fuel: No. 4 fuel oil; natural gas for pilot only.
- (8) Location of Oil Tank, Materials, Enclosure: No. 4 oil is contained in one (1) 4,000 gallon steel above ground fuel oil tank. The fuel oil tank is in fair condition and can remain in service. A Petrometer is provided for the fuel oil tank to measure the level of the fuel oil. Oil piping is black steel and in fair condition. The oil tank is overall in satisfactory condition with no leaks or pitting at the time of the survey.
- (9) Capacity of Oil Tank: There is one fuel oil storage tank with a capacity of 4,000 gallons.

- (10) For gas: N/A

(l) *Gas Supply*

- (1) Type: Con Edison provides gas supply through a 3" gas service. Gas service enters the Building from West 30th Street.
- (2) Meters: In the Cellar level there is gas piping which extends to Con Edison meters. A single twin set of gas meters are provided to meter all gas supplying the Building.
- (3) Piping: Metered gas piping extends to the boiler for the pilot only, the laundry room, and all apartment kitchens. Exposed black steel gas piping is in fair condition and can remain in use.

(m) *Air Conditioning*

- (1) Type of system: Air conditioning for apartments is provided as need basis by individual tenants or Unit Owners who purchase their own window type units.
- (2) Central System: There is no central air conditioning system.
- (3) Cooling Towers, Condensers: There are no cooling towers or condensers in the Building.
- (4) Individual Units Covered by the offer: N/A

(n) *Ventilation*

Apartment kitchens and bathrooms are provided with a mix of natural ventilation via operable windows and passive ventilation via ductwork terminating at the roof level. The lobby and common hallways are provided with natural ventilation via operable windows as well. All habitable rooms have adequate light and ventilation that complies with the code requirements at the time of construction (prior to 1968 code). All ventilation was observed to be code compliant at the time of our survey and no evidence of "Sick Building Syndrome" was present at the time of our survey.

(o) *Electrical System*

The Building has one electric service. The electrical service is provided with a public light and power (PL&P) meter and each apartment is provided with a dedicated electronic meter.

- (1) Service from main service switchgear: The service is rated at 208 volts, 3-phase (4-wire), 60 HZ supplied by Consolidation Edison.
- (2) Service to individual units: Feeders (conduit/wire) extend to new circuit breaker loadcenters installed within apartments.
- (3) Compartment switchgear: All switchgear and distribution panels within the electrical meter room are mounted directly to the concrete walls.
- (4) Unit Service: Apartments are provided with meters and 2-pole (120/208 volt), 60 ampere riser circuit breakers. Electrical service to the apartments is considered to be adequate.
- (5) Adequacy
 - (i) Service: Each apartment is provided with a replacement circuit breaker loadcenter. The circuit breaker panels were found to be in good condition. The panels serve lighting, appliances, convenience

outlets and air conditioning outlets throughout the apartments. The wiring within the apartments was found to be in fair-to-poor condition as some of the convenience outlets were two prong outlets that do not incorporate a ground. Additionally, some of the bathrooms and kitchens were not provided with GFCI outlets, and all bedrooms are not provided with AFCI circuits. It is recommended that as apartments are renovated the apartments be re-wired and new 3-prong outlets be installed throughout, new GFCI outlets in all wet locations (kitchens and bathrooms) and AFCI circuit breakers be provided for all bedroom circuits. The apartments were observed to be provided with local battery operated smoke and carbon monoxide sensors. Additionally, the lobby will be provided with battery operated smoke/carbon monoxide detectors as part of the ongoing renovation.

- (ii) Lighting and Fixtures: Lighting in typical corridors is fluorescent type. Exterior lighting fixtures are provided at various parts of the facade.
- (iii) Convenience outlets, Appliance Outlets: Convenience outlets are provided throughout the apartments. A portion of appliances and window air conditioning units are provided with dedicated outlets.

(p) *Intercommunication and/or door signal systems, security closed circuit TV*

There is a simple closed circuit push button buzzing system with one (1) buzzer panel at the main entrance and buzzers in all apartments. The buzzer panel and the buzzers observed within surveyed apartments were found to be in fair condition.

(q) *Public Area Lighting*

Cellar and stairways are not provided with emergency lighting. The hallways on each floor have ceiling mounted light fixture with compact fluorescent lamps. The lobby has ceiling and wall mounted light fixtures. All lightings appear to be adequate. However, it is recommended that combination exit signs with emergency lighting be installed throughout the hallways, lobby and at the cellar level.

(r) *Garages and Parking Areas*

There are no garages or parking areas on the property.

(s) *Swimming Pools*

There are no swimming pools at the premises.

(t) *Tennis Courts, Playgrounds and Recreation Facilities*

There are no tennis courts, playgrounds, or recreation facilities at the premises.

(u) *Permits and Certificates*

Permit	Issued By	Date Issued	Exp. Date
Certificate of Occupancy	Department of Buildings, City of New York	11/21/1956	--

Inspections:

- (1) Low pressure boiler annual inspection
- (2) New York City Local Law 11 of 1998 Façade Inspection
- (3) Elevator Inspection

(v) *Violations*

The following open violations were found as of 12/19/2012:

Department of Buildings: 2 Open violations, 4 Open complaints.

Violation No.	Issue Date	Violation Type
V 113007LL1198NRF42460	11/30/07	Local Law 11 – No Report Filed
V082212CER01LP	08/22/12	Failure to Maintain Building due to Car Accident

Complaint No.	Issue Date	Violation Type
1339438	12/15/12	Illegal after hours work
1338967	12/08/12	Illegal after hours work
1337150	11/08/12	Work without a permit
1329653	07/19/12	Failure to retain water/improper drainage

Environmental Control Board: 6 Open

ECB No.	Violation Date	Description
34837499Y	07/08/10	Failure to maintain bldg wall(s) or appurtenances.
36012987J	04/28/10	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.
34872345P	03/29/11	Failure to maintain bldg wall(s) or appurtenances.
36018023M	12/15/11	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.
36018490L	06/11/12	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.
36015788K	01/25/11	Failure to submit a required report of critical examination documenting condition of exterior wall and appurtenances.

Bureau of Electrical Control: 8 Open Applications

Active Applications	Issue Date	Description
M333510	10/25/12	I - Awaiting Inspection Request
M330890	08/16/12	I - Awaiting Inspection Request
M329998	07/25/12	I - Awaiting Inspection Request
M324439	03/05/12	I - Awaiting Inspection Request
M220106	01/30/03	V – Objection Pending at Owner
M212252	05/22/02	V – Objection Pending at Owner
M178445	05/26/99	V – Objection Pending at Owner
M155205	06/09/97	I - Awaiting Inspection Request

The following open violations were found as of 08/08/2012:

New York City Fire Department: 0 Open

Department of Housing Preservation and Development (HPD): 5 Open violations
(A class: 0; B Class: 4; C class: 1; I class: 0)

Violation No.	Issue Date	Hazard Class	Description
9229714 4309452	12/01/11	B	“§ 27-2005 adm code repair the broken or defective plastered surfaces and paint in a uniform color ceiling and north, east walls in the 1st room from north at west located at apt 9a, 9th story, 1st apartment from west at north”
9186779 4289670	10/27/11	B	“§ 27-2005 adm code properly repair the broken or defective north lower sash window in the 5th room from east at north located at apt 9b, 8th story, 2nd apartment from west at north”
9186809 4289670	10/27/11	B	“§ 27-2046.1 hmc: repair or replace the carbon monoxide detecting device(s). missing in the entire apartment located at apt 9b, 8th story, 2nd apartment from west at north”
9186805 4289670	10/27/11	B	“§ 27-2045 adm code repair or replace the smoke detector missing in the entire apartment located at apt 9b, 8th story, 2nd apartment from west at north”
4502323 1955224	03/07/03	C	“§ 27-2005 adm code & 309 m/d law abate the nuisance consisting of scalding hot water in the bathroom located at apt 2b, 2nd story, 2nd apartment from west at north”

Department of Transportation: 0 Open

(w) Unit Information

There are sixty (60) Apartments and one (1) Superintendent Apartment.

The following Units are one (1) bedroom, one (1) bathroom apartments: 1A, 1D, 1E**, PHA.

The following Units are two (2) bedroom, one (1) bathroom apartments: 1B, all A-Line apartments on floors 2 through 10, all B-Line apartments on floors 2 through 10*, all C-Line apartments on floors 2 through 10*, all D-Line apartments on floors 2 through 10*, all E-Line apartments on floors 2 through 10*, all F-Line apartments on floors 2 through 10*, and PHB.

The following Unit is a three (3) bedroom, one (1) bathroom apartment: 1C***.

*The following list of apartments have bedrooms that do not comply with the Building code (associated drawing sheet are indicated in parenthesis): 4B (A2-10); 8C (A2-17); 9C (A2-18); 4, 5, 6, 7, 8, and 10D (A2-22); 2E (A2-25); 3E (A2-26); 4, 6, 7, 8, and 9E (A2-27); 10E (A2-29); 2, 3, 5, 7, 9, and 10F (A2-30); 8F (A2-33). The partition wall at the B and E vacant units have had or will have a wall pulled out to meet the eight (8) feet code requirement. The sponsor advised that the remaining B and E units will be addressed as they become vacant. The sponsor advised in all other units (9C, 4/5/6/7/8/10D, 2/3/5/7/8/9/10F) the walls will be removed as the units become vacant.

**Unit 1E (A2-24) currently has a second room that we have been advised is considered a bedroom. However it does not comply with code. The partition wall must be demolished. In its current configuration, there is no way to retain this apartment as a two-bedroom unit and must be considered a one (1) bedroom unit.

*** Unit 1C (A2-13) currently is a three (3) bedroom apartment. However, one of the bedrooms does not comply with code. The partition wall between the two bedrooms must be removed. If the Owner wishes to retain the number of bedrooms, a new partition can be installed so long as the bedroom walls are a minimum of eight (8) feet in any plan dimension in each bedroom. This would likely require removing or relocating the existing closet and shifting the door to the bedroom.

Based on solely visual inspection, light and air appears to be adequate.

There are currently twenty-eight (28) vacant units.

(1) Type and Grade of Finish Material Used in Each Type of Unit: The condition of the finishes varies, based on the age and the use by the tenants.

Room	Floor	Walls	Ceiling
Foyer	2 ½" Strip Wood	Painted Plaster	Painted Plaster
Kitchen	Vinyl/stone tile	Tile/Painted Plaster	Painted Plaster
Bathroom	Tile	Tile/Painted Plaster	Painted Plaster
Living Room/(Dining Room)	2 ½" Strip Wood	Painted Plaster	Painted Plaster
Bedroom	2 ½" Strip Wood	Painted Plaster	Painted Plaster

**Note: It is unknown whether the walls contain lead, and therefore it is a special risk. See section (aa)(2)*

- (2) Presence, Type and Condition of all Bathroom Fixtures: The bathroom fixtures in the inspected apartments include gel-coated fiberglass or porcelain enamel tubs with shower head, single molded sink and countertop resting on wood cabinet base or wall mounted porcelain sink, and flush-valve and tank type toilets. The condition of the fixtures varies based on the age and use by the tenants.
- (3) Presence, Type, and Condition of Kitchen and Laundry Equipment: The condition of the kitchen equipment varies based on the age and use by the tenants. Some of the apartments include original ovens and stovetops. Typically, equipment in the Kitchen included a sink, refrigerator, and oven with a four (4)-burner stovetop. The cabinets are constructed of painted wood, wood based and a stainless steel sink. The countertop material varies and is dependent on if/when renovations have been completed in each unit. Formica, granite and stone counter top finishes were observed. Some units also have dishwashers in the kitchen. This is dependent on if/when renovations have been completed in each unit. There are no laundry machines located inside the individual units.

(x) *Finish Schedule of Spaces Other Than Units*

Room	Floor	Walls	Ceiling	Condition
Storage Rooms	Painted Concrete	Painted Masonry	Painted Concrete	Acceptable
Boiler Room	Painted Concrete	Painted Masonry	Painted Concrete	Acceptable
Elevator Motor Room	Painted Concrete	Painted Brick Masonry	Painted Concrete	Acceptable

Laundry Room	Tile	Painted Masonry	Painted Concrete	Acceptable
Lobby	Terrazo/Tile	Painted Plaster	Painted Plaster	Acceptable
Open Stairwell	Vinyl Tile	Painted Concrete	Painted Concrete	Acceptable
Closed Stairwells	Painted Concrete	Painted Concrete	Painted Concrete	Acceptable
Hallway (Floors 2-10, PH)	Vinyl Tile	Painted Plaster	Painted Plaster	Acceptable

**Note: It is unknown whether the walls contain lead, and therefore it is a special risk. See section (aa)(2)*

(y) Safety and Warning Devices

New smoke/ carbon monoxide (CO) detectors are required by new regulations in every apartment unit. Smoke/CO detectors were observed in every apartment inspected. However, it is unknown whether a smoke/CO detector was installed in the common areas, elevator, electric, and boiler rooms. See section (o)(5)(i) for update at common areas.

(z) Additional Information Required

(1) Site Plan: See Appendix 3

(2) Area Map: N/A. It is only required if the Building is not located in a highly urban area.

(3) Floor Plans: See Appendix 4

(4) Floor to Ceiling Heights of Units: Ceiling heights throughout the apartments ranged from nine foot-seven inches (9'-7") tall at the first floor to approximately eight foot-four inches (8'-4") tall on floors two through ten and the penthouse.

(5) Approximate Total Area of Each Unit: The total area of each unit was calculated from the center line of the all exterior and interior walls.

Apartment	Approximate Total Area (SF)
1A	428

Apartment	Approximate Total Area (SF)
B-Line (Floors 3, 4, 5)	740

1B	779
1C	723
1D	586
1E	563
A-Line (Floors 2, 6-10)*	571
B-Line (Floors 2, 6-10)*	731
A-Line (Floors 3, 4, 5)	562

C-Line (Floors 2-10)	589
D-Line (Floors 2-10)*	636
E-Line (Floors 2-10)	720
F-Line (Floors 2-10)	562
PHA (11 th Fl)	776
PHB (11 th Fl)	939

**Note: Access was not provided to Units 2A, 2B, 5D, 6D, and 8D. Floor plans could not be verified. The sponsor sent letters to the residents though access was not provided on the several times we visited the Building. The layout/condition of the units will be noted as a special risk. However, based on our other inspections, the anticipated areas and floor plans have been provided. We have been advised that Units 2A and 2B have been combined into one (1) unit. There is no revised floor plan or documentation proving this on the DOB website or in the Certificate of Occupancy.*

(6) Master Floor Plan: See Appendix 5

(aa) *Special Risks*

- (1) Reserve Fund: It is unknown if the Building's budget and funds set aside for major capital improvements and replacements. Once it is known, funding sufficiency can be determined.
- (2) Lead Based Paint: It is unknown whether the existing paint finishes contain lead. Further investigation should be conducted to understand the composition of the paint finishes.
- (3) Asbestos: In our visual inspections we found no evidence of asbestos containing materials (ACM) such as insulation, VAT, fireproof materials, etc. However, further testing of specific materials is recommended to confirm or deny the presence of ACM.

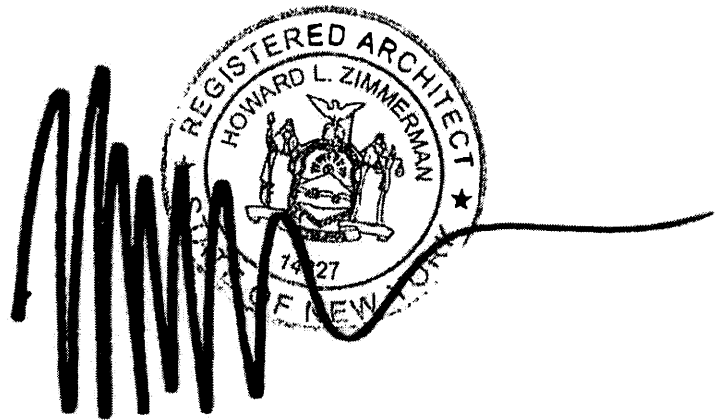
- (4) Roofing: Further investigation should be conducted to understand the material and the condition of the roof insulation and flashing.
- (5) Further Development: No further development is anticipated or planned.
- (6) Electrical System:
 - (i) Wiring and Circuitry
Apartment electrical outlets, GFCI outlets in wet locations and ARC fault circuit breakers are to be provided as apartments are renovated. It is estimated that the apartment electrical upgrades will cost approximately \$500 per apartment. Additionally, the 60 ampere electrical service provided to each apartment is considered to be marginally adequate for the near-term future.
- (7) Layout/Condition of Uninspected Apartments: Access was not provided to the apartments, so based on other inspections the anticipated areas and floor plans have been provided.

Note:

The term "*fair*" used in the Report refers to the moderately good, satisfactory, and above average conditions with minor deteriorations that are mostly aesthetic and do not require repair.

The term "*acceptable*" used in the Report refers to the conditions that meet the minimum requirement of the performance and are judged to be in conformity with approved usage. The item may contain moderate deteriorations that require proper and continuous maintenance or minimal repair.

The term "*poor*" used in the Report refers to the under-satisfactory and inadequate conditions with deteriorations that require repair or replacement.



APPENDIX 1

CERTIFICATE OF OCCUPANCY

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 46581

Date November 21, 1956

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C.26-181.0 to C.26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No. 31687

To the owner or owners of the building or premises:

THIS CERTIFIES that the ~~new~~ ~~altered~~ ~~existing~~ building—premises located at

308-310-312 West 30th Street

Block 753 Lot 48

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and CERTIFIES FURTHER that, any provisions of Section 646F of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

N.P. or Alt. No.— 1391-1952

Construction classification— Class 1 fireproof

Occupancy classification— New Law Tenement

Height Bsmt. Penthouse. 105 feet.

Date of completion— November 19, 1956

Class "A" Mult. Dwelling. Located in & 9 Use District.

B Area 1½ Height Zone at time of issuance of permit

1737-1954

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED			USE
		MALE	FEMALE	TOTAL	
Cellar	on ground				Boiler room, storage, tenants' laundry, superintendent's work shop and locker room.
Basement					Five (5) apartments.
1st to 9th story, incl.					Six (6) apartments on each story.
Pent House					Two (2) apartments.
					Standpipe system approved by Fire Department April 8, 1946. Fuel Oil installation approved by Fire Department March 25, 1946.
					Sec. 6.1.2.3 sub 4 Building Code C.26-273.0 Adm. Code
					"Prior to the occupancy of a structure started or altered after January 1, 1938, the authorized occupancy of each floor of said structure as stated in the certificate of occupancy shall be permanently posted under glass and maintained in the main entrance hall of such structures."
					THIS CERTIFICATE SHALL ALSO BE CONSIDERED A CERTIFICATE OF COMPLETION FOR THE PURPOSES OF SECTION 2.1.3.1 OF THE BUILDING CODE.

**NO CHANGES OF USE OR OCCUPANCY NOT CONSISTENT WITH THIS CERTIFICATE SHALL
BE MADE UNLESS FIRST APPROVED BY THE BOROUGH SUPERINTENDENT**

Unless an approval for the same has been obtained from the Borough Superintendent, no change or rearrangement in the structural parts of the building, or affecting the light and ventilation of any part thereof, or in the exit facilities, shall be made; no enlargement, whether by extending on any side or by increasing in height shall be made; nor shall the building be moved from one location or position to another; nor shall there be any reduction or diminution of the area of the lot or plot on which the building is located.

The building or any part thereof shall not be used for any purpose other than that for which it is certified.

The superimposed, uniformly distributed loads, or concentrated loads producing the same stresses in the construction in any story shall not exceed the live loads specified on reverse side; the number of persons of either sex in any story shall not exceed that specified when sex is indicated, nor shall the aggregate number of persons in any story exceed the specified total; and the use to which any story may be put shall be restricted to that fixed by this certificate except as specifically stated.

This certificate does not in any way relieve the owner or owners or any other person or persons in possession or control of the building, or any part thereof from obtaining such other permits, licenses or approvals as may be prescribed by law for the uses or purposes for which the building is designed or intended; nor from obtaining the special certificates required for the use and operation of elevators; nor from the installation of fire alarm systems where required by law; nor from complying with any lawful order for additional fire extinguishing appliances under the discretionary powers of the fire commissioner; nor from complying with any lawful order issued with the object of maintaining the building in a safe or lawful condition; nor from complying with any authorized direction to remove encroachments into a public highway or other public place, whether attached to or part of the building or not.

If this certificate is marked "Temporary", it is applicable only to those parts of the building indicated on its face, and certifies to the legal use and occupancy of only such parts of the building; it is subject to all the provisions and conditions applying to a final or permanent certificate; it is not applicable to any building under the jurisdiction of the Housing Division unless it is also approved and endorsed by them, and it must be replaced by a full certificate at the date of expiration.

If this certificate is for an existing building, erected prior to March 14, 1916, it has been duly inspected and it has been found to have been occupied or arranged to be occupied prior to March 14, 1916, as noted on the reverse side, and that on information and belief, since that date there has been no alteration or conversion to a use that changed its classification as defined in the Building Code, or that would necessitate compliance with some special requirement or with the State Labor Law or any other law or ordinance; that there are no notices of violations or orders pending in the Department of Housing and Buildings at this time; that Section 646F of the New York City Charter has been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent, and that, so long as the building is not altered, except by permission of the Borough Superintendent, the existing use and occupancy may be continued.

"§ 646 F. No certificate of occupancy shall be issued for any building, structure, enclosure, place or premises wherein containers for combustibles, chemicals, explosives, inflammables and other dangerous substances, articles, compounds or mixtures are stored, or wherein automatic or other fire alarm systems or fire extinguishing equipment are required by law to be or are installed, until the fire commissioner has tested and inspected and has certified his approval in writing of the installation of such containers, systems or equipment to the Borough Superintendent of the borough in which the installation has been made. Such approval shall be recorded on the certificate of occupancy."

Additional copies of this certificate will be furnished to persons having an interest in the building or premises, upon payment of a fee of fifty cents per copy.

APPENDIX 2

NEW YORK CITY LOCAL LAW 11 OF 98 COMBINED FACADE INSPECTION REPORT CYCLE # 6 & 7

**NEW YORK CITY LOCAL LAW #11 OF 1998
FACADE INSPECTION REPORT
CYCLE # 6 & 7C**

FOR

**308 WEST 30TH STREET
MANHATTAN, NY**

BLOCK: 753 LOT: 48

Prepared By:

**ANDREW KATZ, P.E.
3452 Bedford Avenue
Brooklyn, NY 11210
(718)252-8735**

Enclosures:

**Technical Report (TR-6)
Written Report - Pgs. 1-3
Photographs - P1-4
Bldg. Dept. Printout**

January 10, 2012

ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

Page 1 of 4

- (A) Building Address: 308 West 30th Street
Block: 753 Lot: 48
BIN: 1013497
Landmark Building: No
Nearest cross street: 8th Avenue
See attached property profile.
- (B) Owner's Information
Name: Meir Bouskila
The Pinnacle Group
Address: 1 Penn Plaza, Suite 4000
New York, NY 10119
Tel: 212-564-2111
- (C) The building has eleven (11) stories and is approximately 115 feet high. It sits on a 66' x 98.75' floor area and has masonry exterior walls. The building is a multiple dwelling apartment house. The building is approximately 50 years old. Certificate of Occupancy number is 46581.
- (D) The examination was conducted by visual observation of all exterior surfaces. Sightings from the street, roof and adjacent roof at strategical locations were made using high magnification binoculars. A scaffold drop at the front façade and the rear fire escape were used for the up-close inspection. The scaffold contractor is Best Construction of Restoration Corp, Woodside, NY. Rigger License #6428.

ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

Page 2 of 4

- (F)
1. The building was examined through binoculars on all sides. The roof, bulkhead and parapet walls were examined from the roof level.
 2. See attached plot plan indicating the main entrance, nearest cross street and location of inspection.
 3. The critical examination was done January, 10 2013.

- (G)
1. There was no significant deterioration or movement detected. The condition is classified as SWARMP.
 2. The water-tightness throughout is in good condition. The condition is SAFE.
 3. In general the building is classified as SWARMP. All exterior appurtenances to be monitored to maintain the safety and stability. The roof parapet metal appurtenances to be monitored.
 4. The air conditioners are properly installed and stable.

(H) The building is classified as SWARMP.

Items needed repair:

1. The front of the building is being repointed.
2. Permit taken out under application #121161786 for side walk shed by J&G Contractors on July 27, 2012.
3. Permit was taken out under application #121155141 by Best Construction Corp. to replace parapet walls. See photo attached.

ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

Page 3 of 4

- (I) In general, the exterior maintenance of the building is satisfactory, the building is well maintained.
There are no open violations.
- (J) In Cycle 5 these items have been required and met:
 - 1. Cracked sills at 9th and 10th floors due to weathering and age – repaired.
 - 2. Hairline cracks in parapet, roof side only due to prior roof leaks, which caused some minimal expansion in wall – repaired.
 - 3. Worn mortar joints due to exposure and age (pointing needed). – Being done.
 - 4. Large air conditioning units support brackets – repaired.
 - 5. Large area at parapet and 10th floor covered with peeling roof cement and spalling brick. Need to remove coating and install cement stucco. Prior roof leaks caused some bricks to spall and roof cement was improperly used to coat them – repaired.
 - 6. Center leader requires clamps from 5th to 9th floor because originals are missing – repaired.
 - 7. The rain leader set across the façade is rusting and leaking due to age – repaired.
- (K) The front of building is being repointed. Work to be done by April 2013.
- (L) See previous item.
- (M) See attached photos.

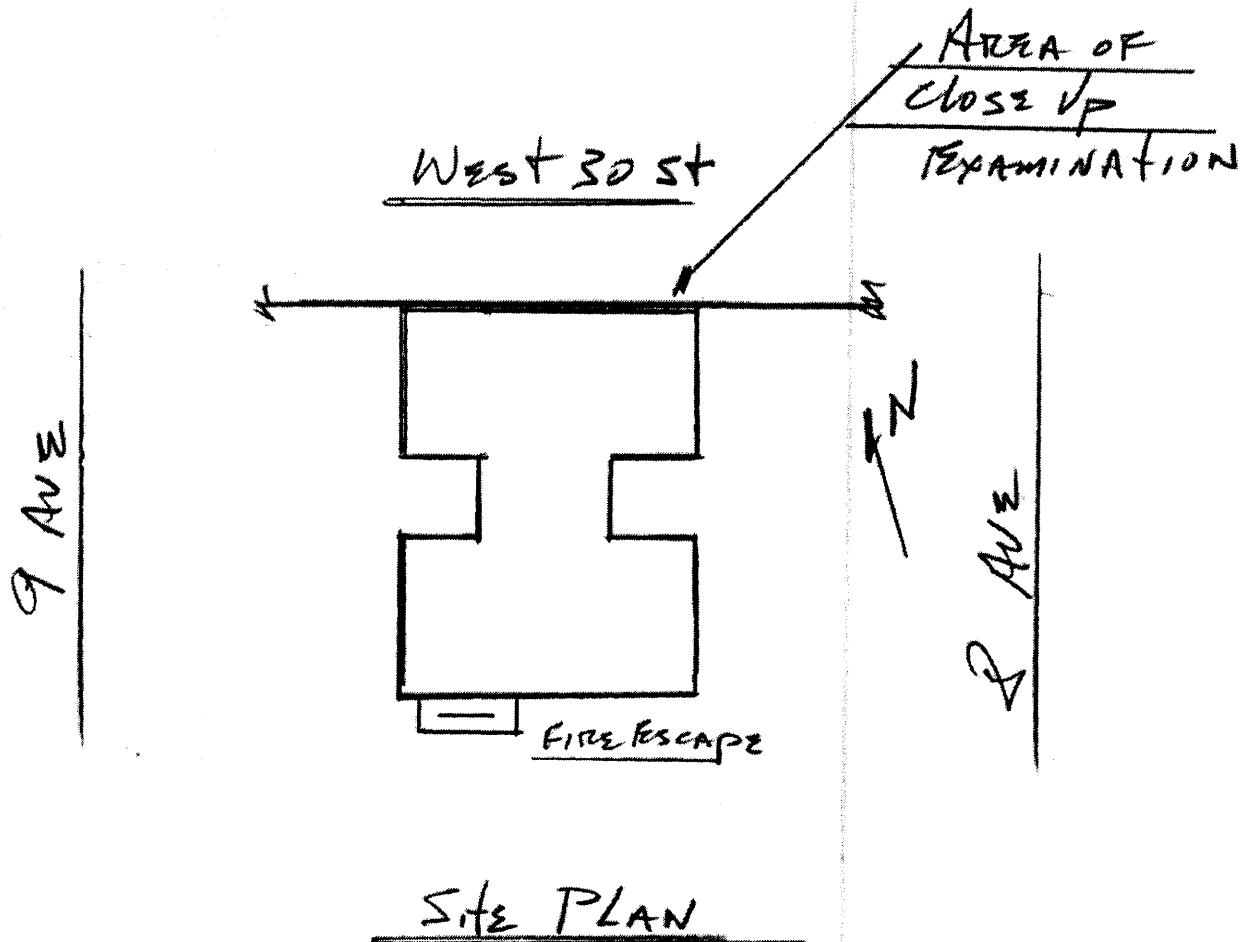
ANDREW KATZ, PE

Re: LL 11/98
308 West 30th Street
Manhattan

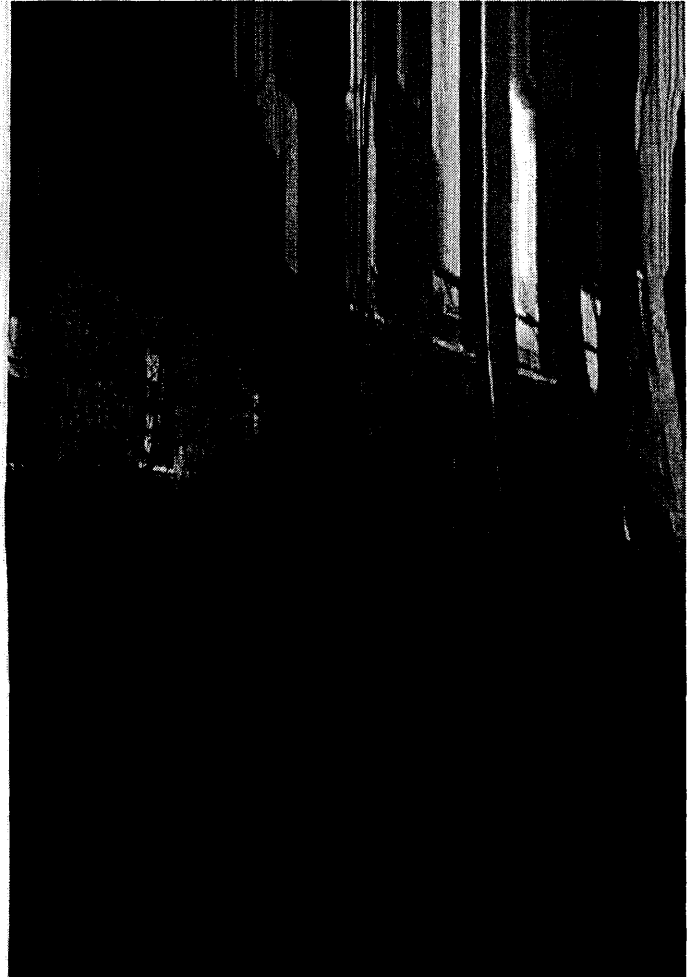
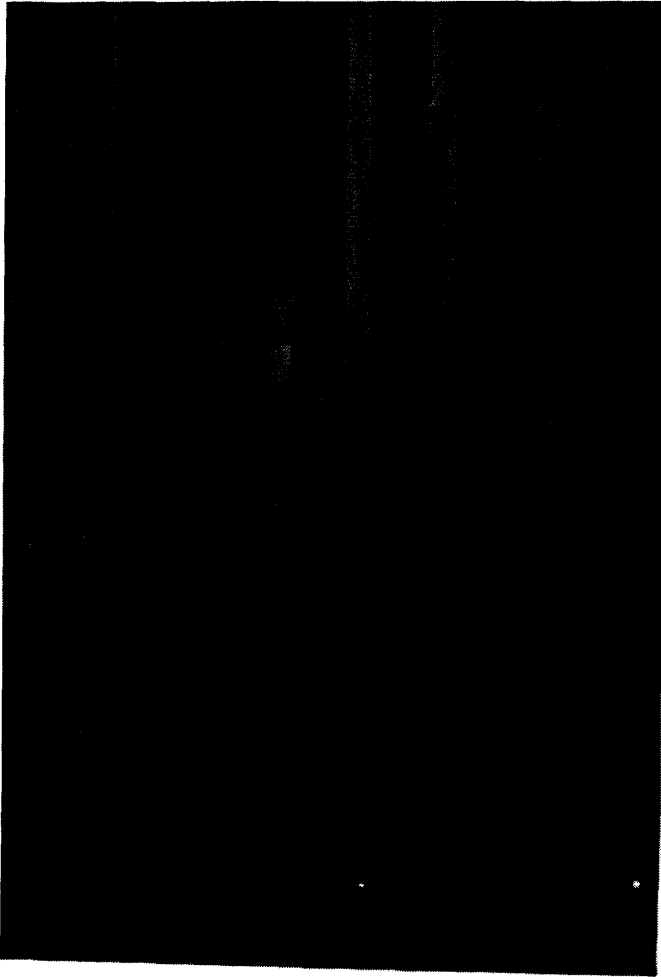
Page 4 of 4

- (N) We find that this building complies to Local Law# 11/98 as SWARMP, safe with a repair and maintenance program, with the specified items to be monitored as to safety and repaired if necessary.
- (O) Signature & Seal of QEW1.

Andrew Katz, PE

SITE PLAN

LOCAL LAW 11/98 FACAD
INSPECTION
CYCLE 6 & 7C
308 WEST 30TH STREET
MANHATTAN
BLOCK- 753 LOT - 43
JANUARY 10, 2013



LOCAL LAW #11/98

FAÇADE INSPECTION

CYCLE 6 & 7 C

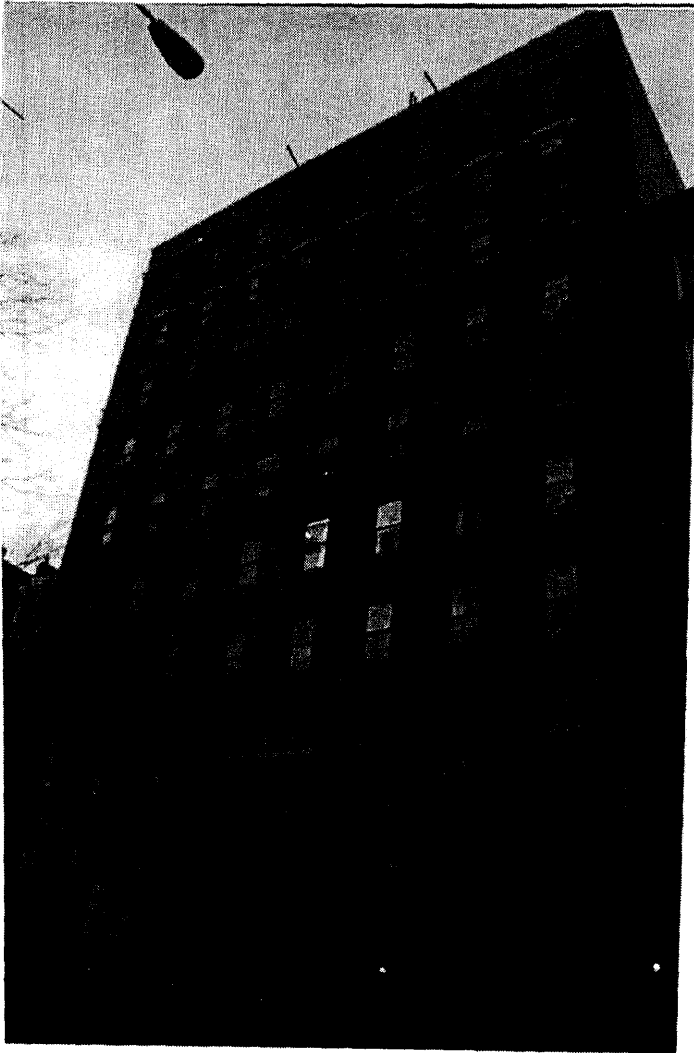
308 WEST 30TH STREET

MANHATTAN

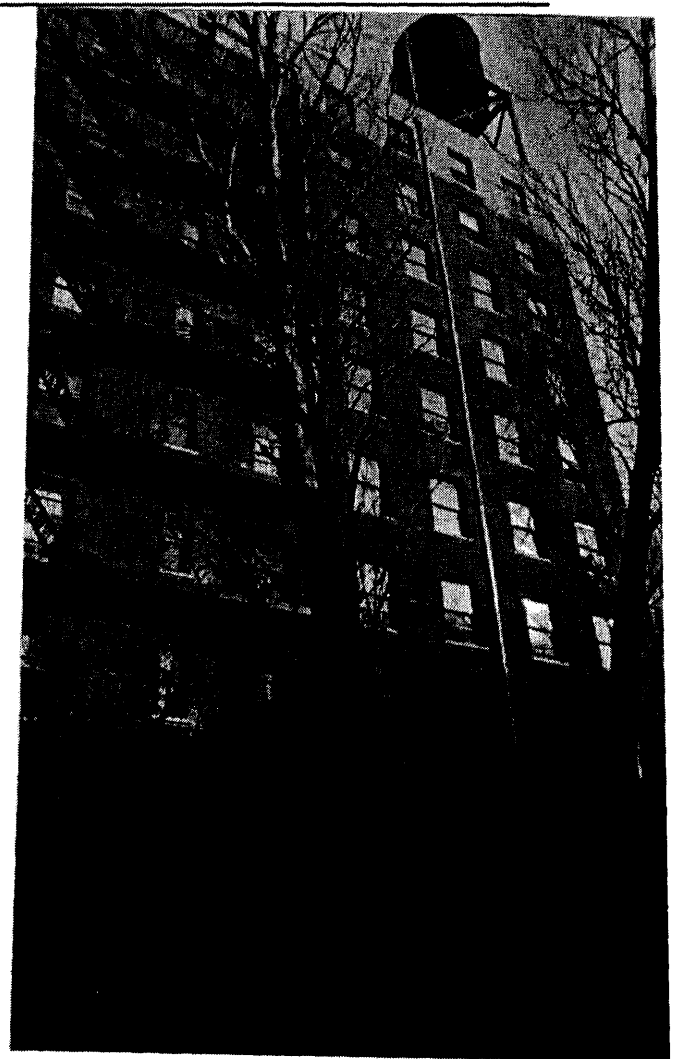
BLOCK – 753 LOT – 48

JANUARY 10, 2013

FRONT VIEW



BACK VIEW



LOCAL LAW#11/98

FAÇADE INSPECTIO

CYCLE 6 & 7 C

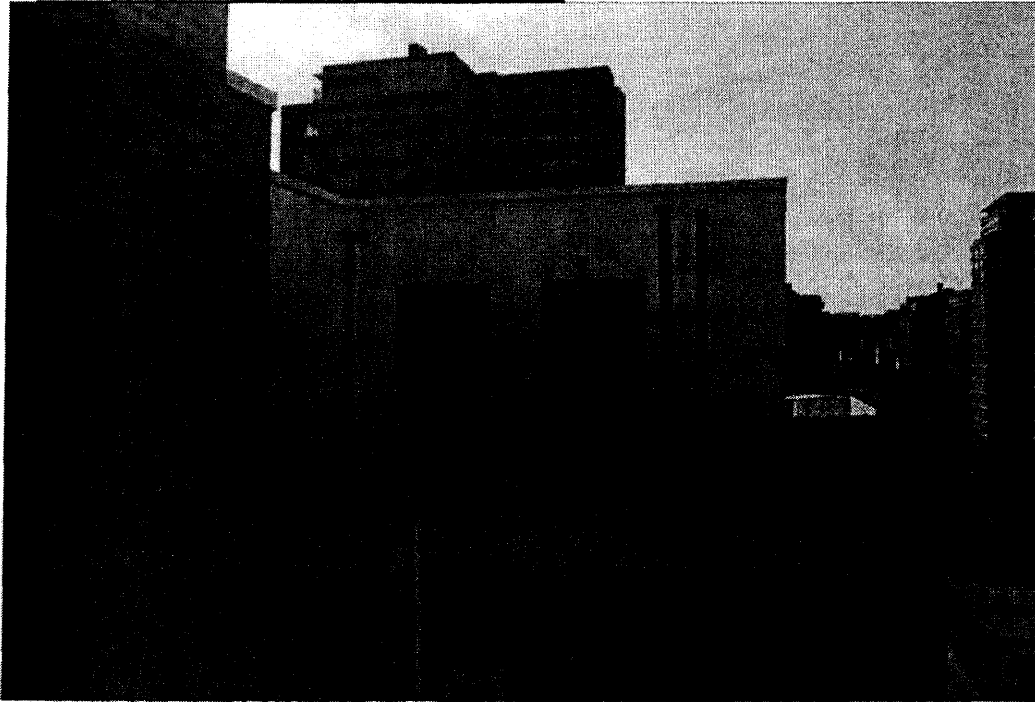
308 WEST 30TH STREET

MANHATTAN

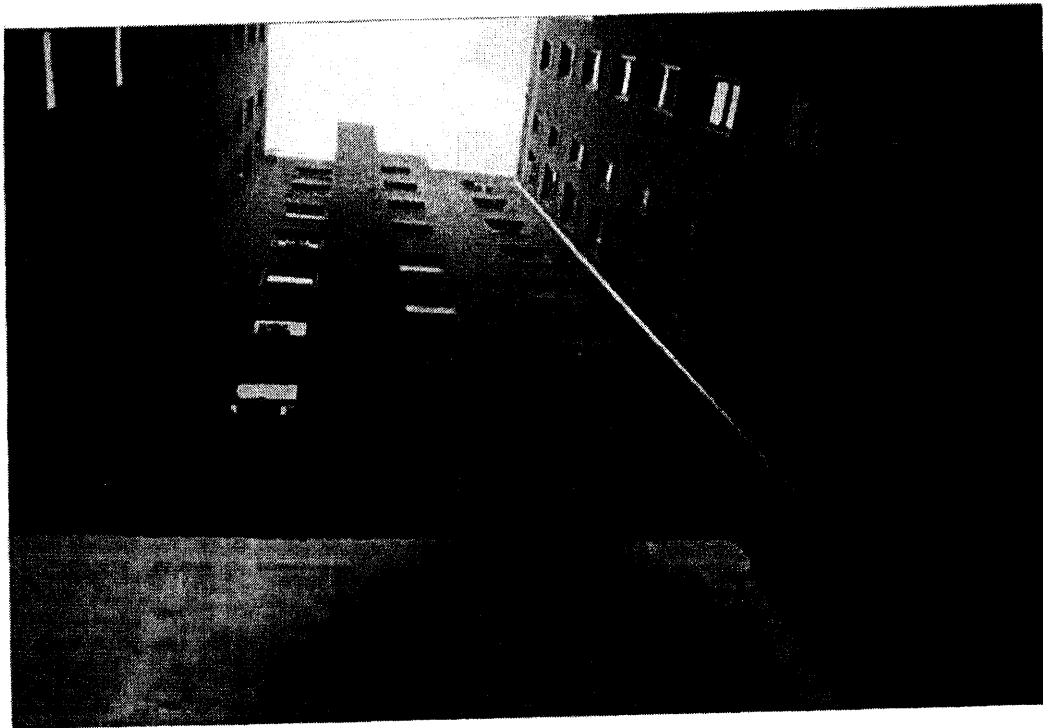
BLOCK – 753 LOT – 48

JANUARY 10, 2013

WEST COURTYARD 10TH FL



WEST COURTYARD



LOCAL LAW#11/9:

FAÇADE INSPECTI

CYCLE 6 & 7 C

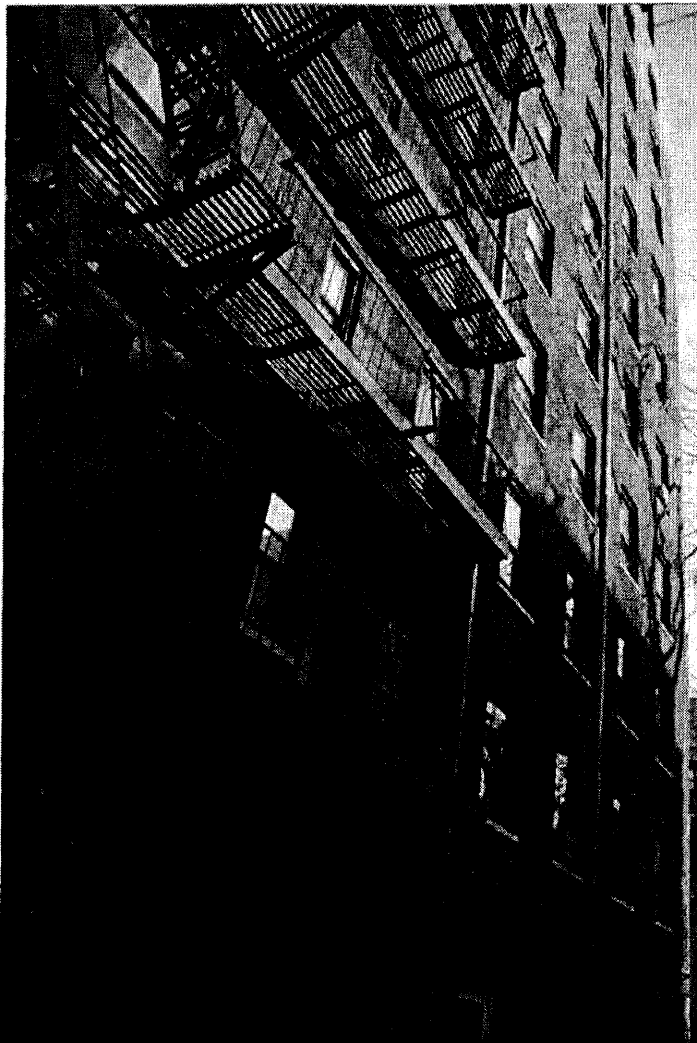
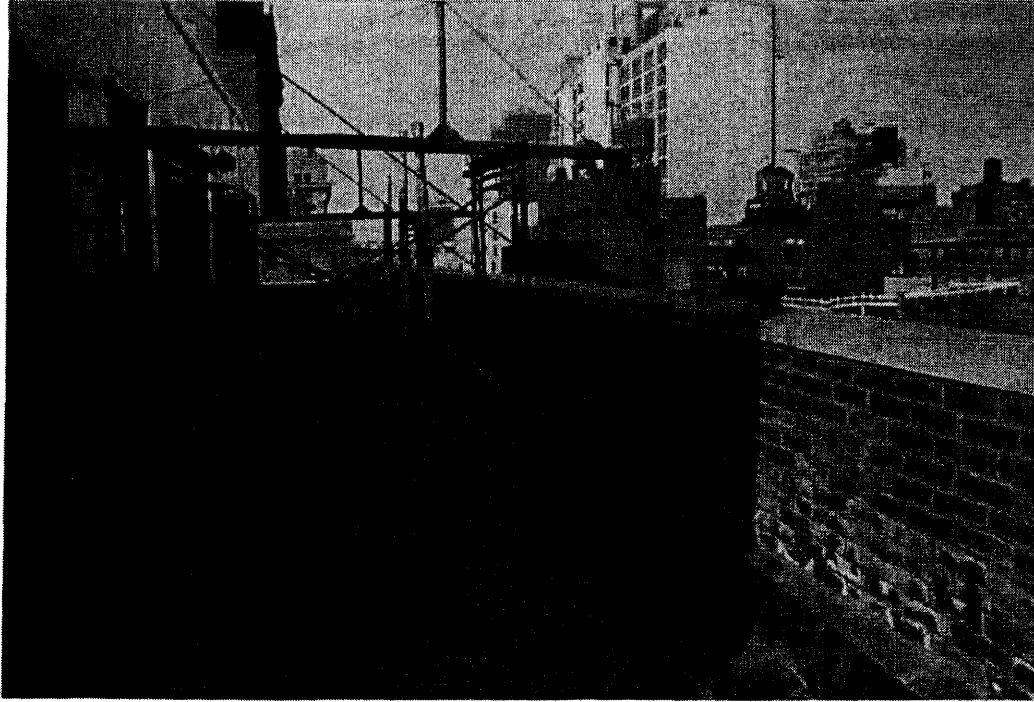
308 WEST 30TH STREET

MANHATTAN

BLOCK – 753 LOT – 48

JANUARY 10, 2013

ROOF PARAPET



BACK WALL

LOCAL LAW 11/98 FAÇADE
INSPECTION
CYCLE 6 & 7C
308 WEST 30TH STREET
MANHATTAN
BLOCK- 753 LOT – 43
JANUARY 10, 2013

Form 54-115M-701627(53)

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 46581

Date November 21, 1956

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C.26-181.0 to C.26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No. 31687

To the owner or owners of the building or premises:

THIS CERTIFIES that the ~~new~~ ~~altered~~ ~~existing~~ building—premises located at

308-310-312 West 30th Street

Block 753 Lot 48

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and CERTIFIES FURTHER that, any provisions of Section 646F of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

N.Y.C. Alt. No.— 1391-1952

Construction classification— Class 1 fireproof

Occupancy classification—New Law Tenement . Height Bsmt. Penthouse. 105 feet.

Date of completion— Class "A" Mult. Dwell. Located in & 9 Use District.

B Area 1 1/2 Height Zone at time of issuance of permit 1737-1954

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED			USE
		MALE	FEMALE	TOTAL	
Cellar	on ground				Boiler room, storage, tenants' laundry, superintendent's work shop and locker room.
Basement					Five (5) apartments.
1st to 9th story, incl.					Six (6) apartments on each story.
Pent House					Two (2) apartments.
Standpipe system approved by Fire Department April 8, 1946. Fuel Oil installation approved by Fire Department March 25, 1946.					
Sec. 6.1.2.3 sub 4 Building Code C.26-273.0 Adm. Code					
"Prior to the occupancy of a structure erected or altered after January 1, 1938, the authorized occupancy of each floor of such structure as shown in the certificate of occupancy shall be permanently posted under glass and maintained in the main entrance hall of such structures."					
THIS CERTIFICATE SHALL BE CONSIDERED A CERTIFICATE OF COMPLETION OF THE BUILDING.					

1/22/13

Facades on Block / Lot


☒ [CLICK HERE TO SIGN UP FOR BUILDINGS NEW!](#)

NYC Department of Buildings
Facades on Block / Lot

Page:

Premises: 308 WEST 30 STREET MANHATTAN

BIN: 1013497 Block: 753 Lot: 4Filter by cycle: Show All Cycles

CYCLE	SUB-CYCLE	CONTROL NUMBER	HOUSE NUMBER	STREET NAME	BBL SEQNO	CURRENT STATUS	BIN	NUM STORIES	INIT FILE DATE
05		<u>501526</u>	308	WEST 30 STREET	01	SW	<u>1013497</u>	011	03/13/2002
04		<u>401391</u>	308	WEST 30 STREET	01	PR	<u>1013497</u>	011	08/21/1996
06		<u>601526</u>	308	WEST 30 STREET	01	NR	<u>1013497</u>	011	
07	C	<u>701526</u>	308	WEST 30 STREET	01	NR	<u>1013497</u>	011	

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

1/22/13

Property Profile Overview


☒ [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings
Property Profile Overview

308 WEST 30 STREET

WEST 30 STREET

308 - 312

MANHATTAN 10001

BIN# 1013497

Health Area : 5500

Census Tract : 97

Community Board : 104

Buildings on Lot : 1

Tax Block : 753

Tax Lot : 48

Condo : NO

Vacant : NO

[View DCP Addresses...](#)[Browse Block](#)[View Zoning Documents](#)[View Challenge Results](#)[View Certificates of Occupancy](#)

Cross Street(s): 8 AVENUE, 9 AVENUE

DOB Special Place Name:

DOB Building Remarks:

Landmark Status:

Local Law: YES

SRO Restricted: NO

UB Restricted: NO

Little 'E' Restricted: N/A

Legal Adult Use: NO

Additional BINs for Building: NONE

Special Status: N/A

Loft Law: NO

TA Restricted: NO

Grandfathered Sign: NO

City Owned: NO

Special District:

UNKNOWN

This property is not located in an area that may be affected by Tidal Wetlands, Freshwater Wetlands, or Coastal Erosion Hazard Area. [Click here for more information](#)

Department of Finance Building Classification: D1-ELEVATOR APT

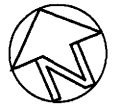
Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open	Elevator Records
Complaints	42	2	Electrical Applications
Violations-DOB	34	1	Permits In-Process / Issued
Violations-ECB (DOB)	18	6	Illuminated Signs Annual Permits
Jobs/Filings	13		Plumbing Inspections
ARA / LAA Jobs	0		Open Plumbing Jobs / Work Types
Total Jobs	13		Facades
Actions	44		Marquee Annual Permits
OR Enter Action Type:			Boiler Records
OR Select from List:			DEP Boiler Information
			Crane Information
			After Hours Variance Permits

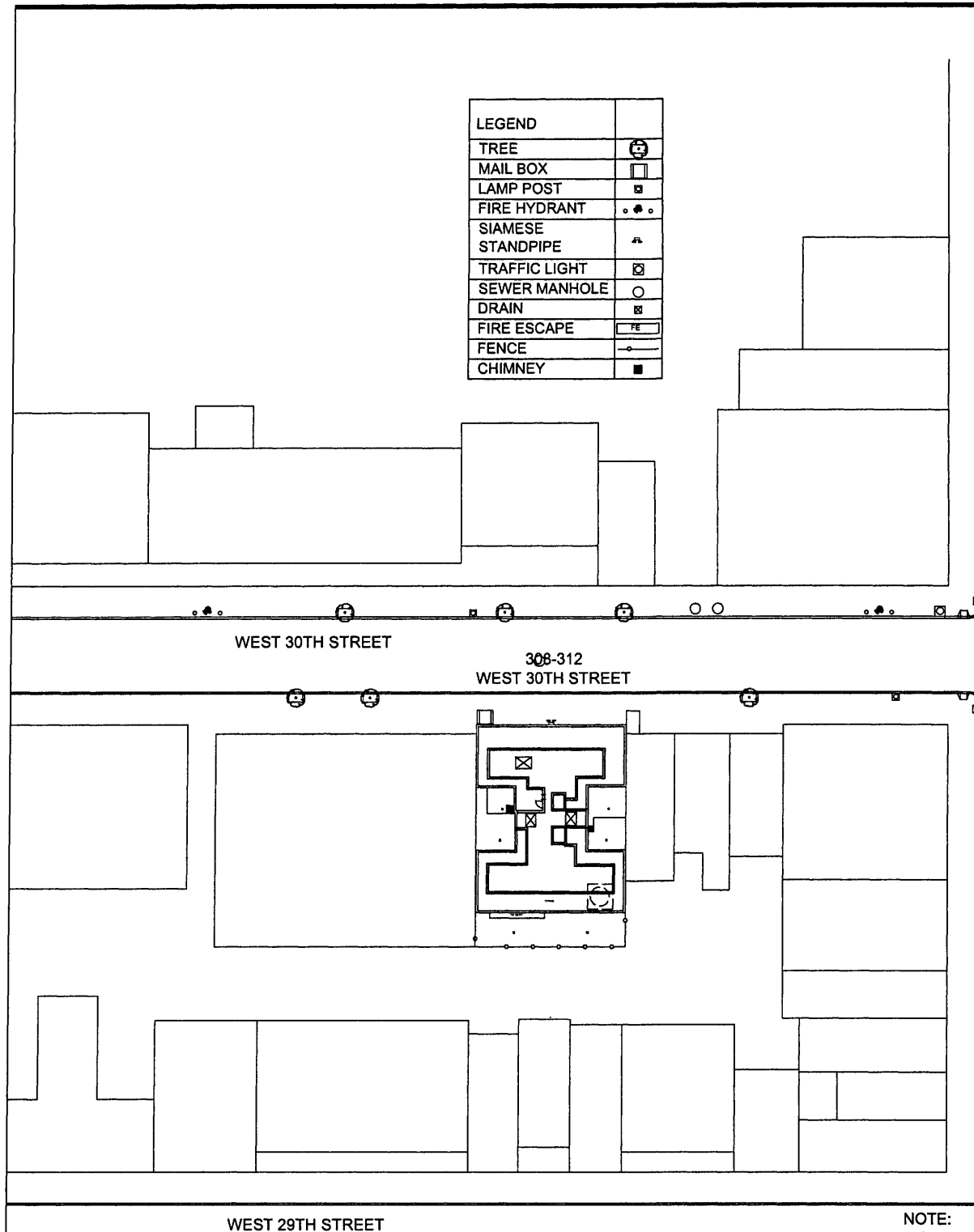
AND

APPENDIX 3

SITE PLAN



LEGEND	
TREE	
MAIL BOX	
LAMP POST	
FIRE HYDRANT	
SIAMESE STANDPIPE	
TRAFFIC LIGHT	
SEWER MANHOLE	
DRAIN	
FIRE ESCAPE	
FENCE	
CHIMNEY	



8TH AVENUE

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

SITE PLAN

1/64" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

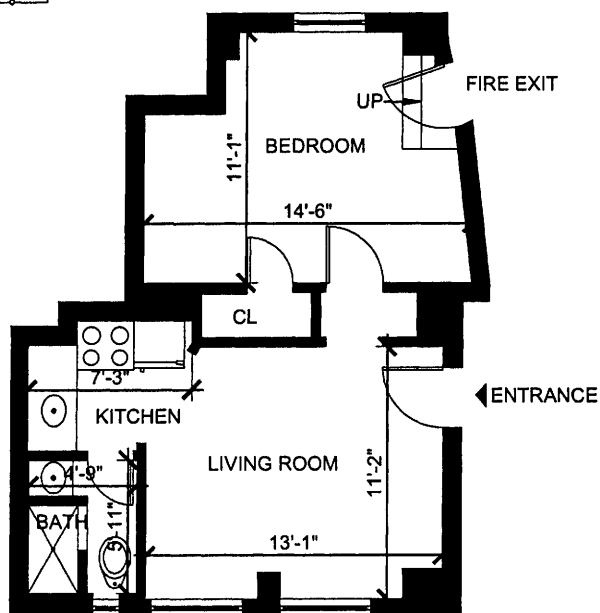
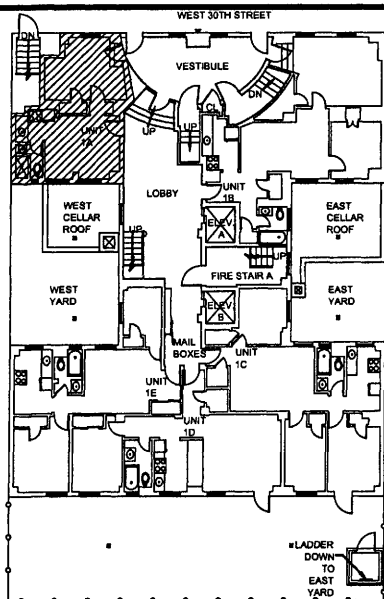
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A1-01

APPENDIX 4

FLOOR PLANS



1

UNIT 1A

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 428

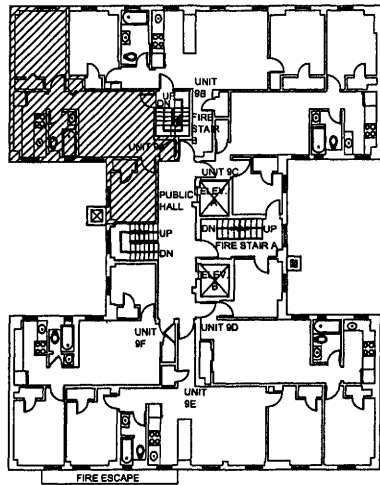
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

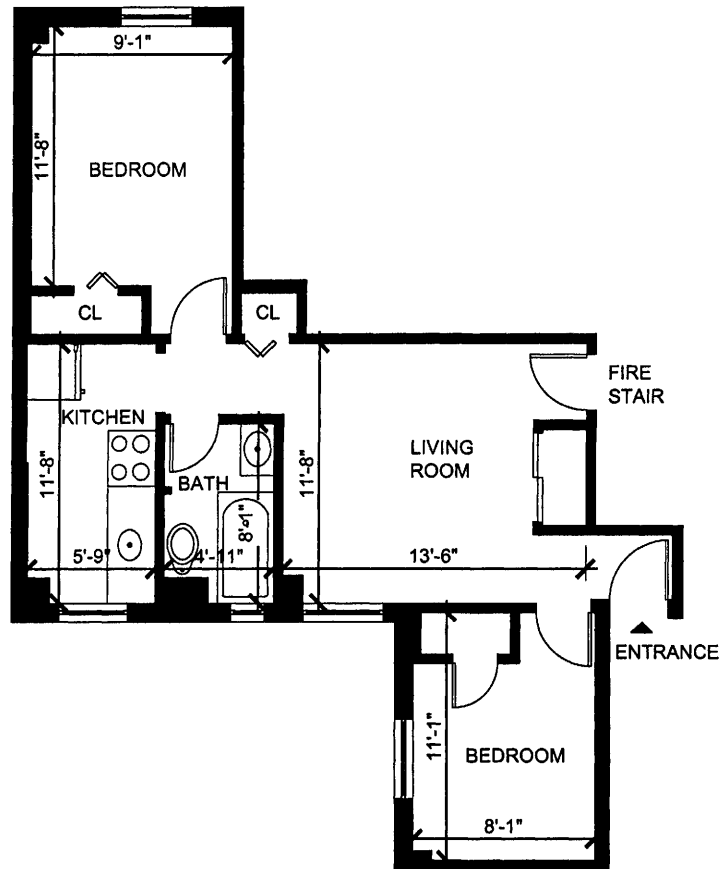
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-01



*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

UNITS 2*, 8, 9, AND 10A

1/8" = 1'-0"

APPROXIMATE SF = 571

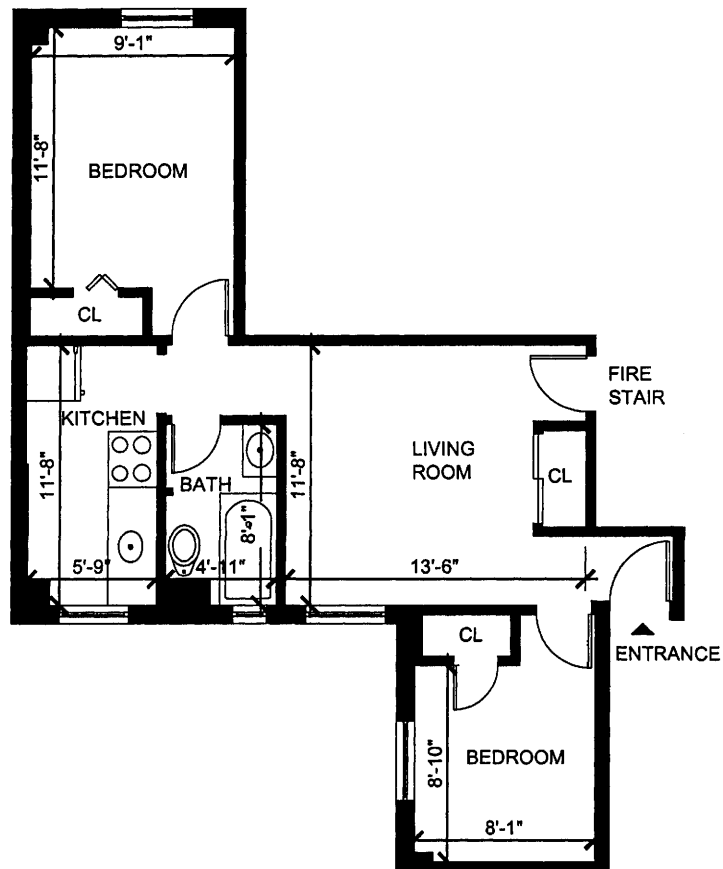
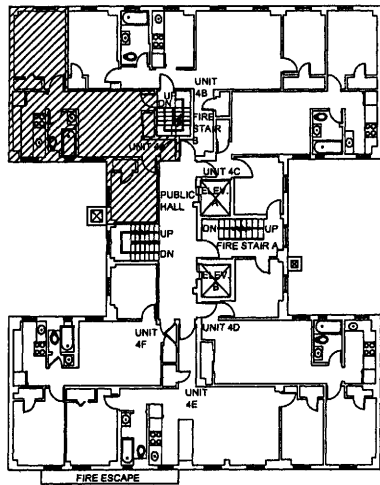
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-02



1

UNITS 3A AND 4A

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 562

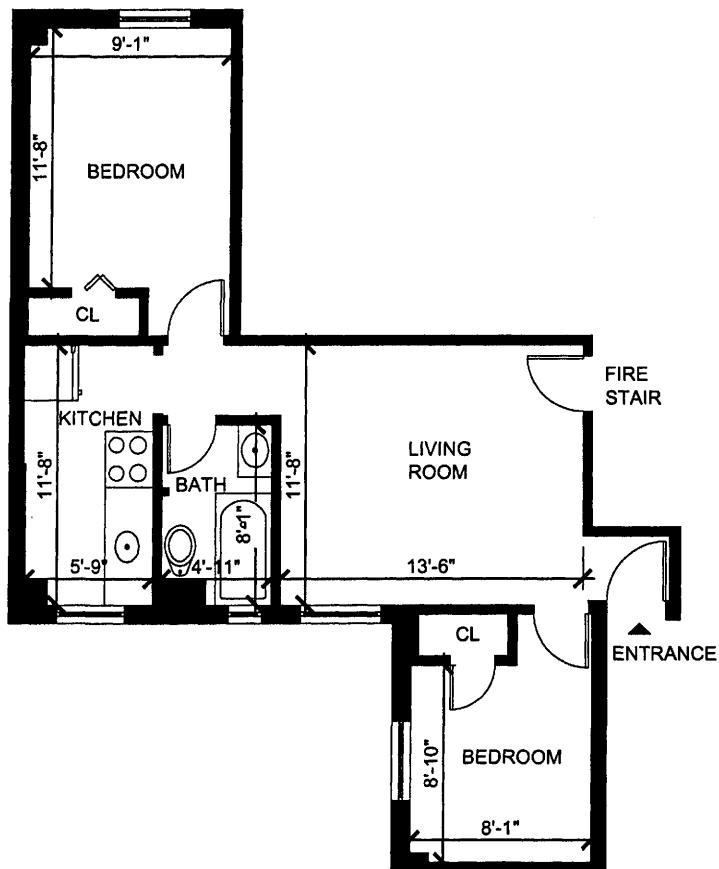
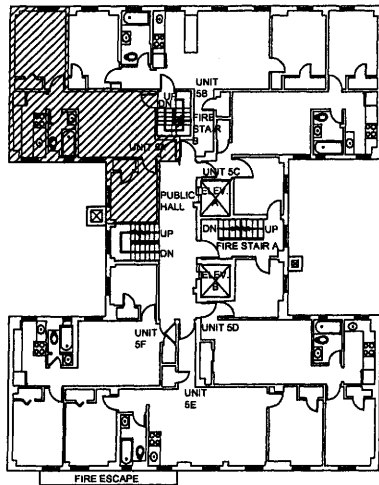
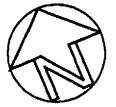
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-03



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 562

1

UNIT 5A

1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

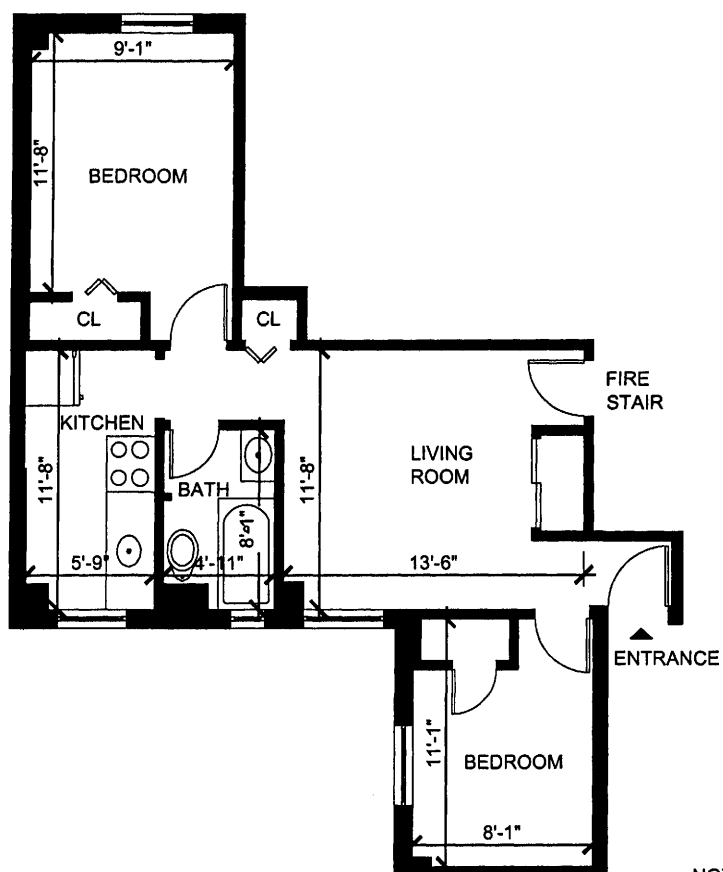
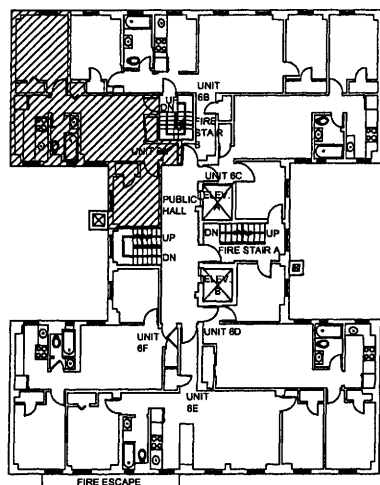
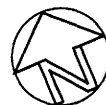
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-04



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 571

1

UNIT 6A

1/8" = 1'-0"

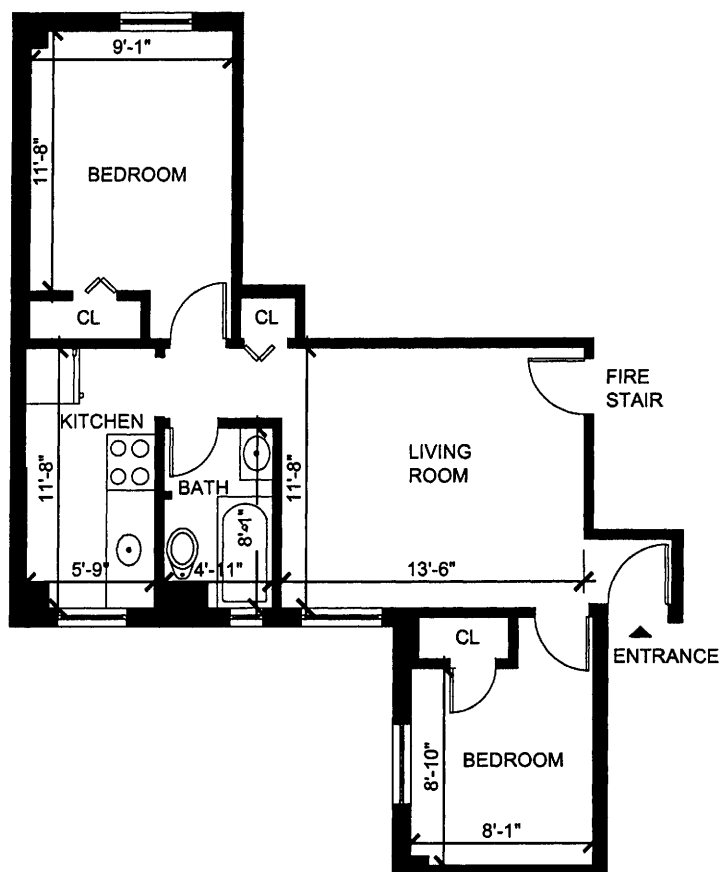
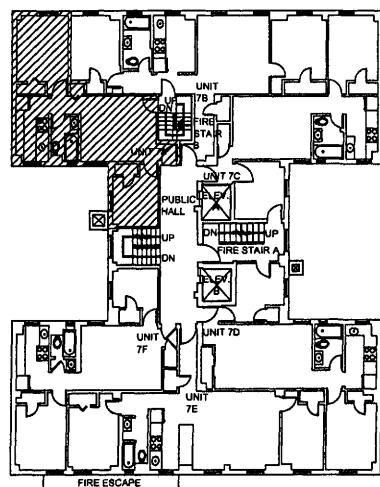
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-05



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 571

1

UNIT 7A

1/8" = 1'-0"

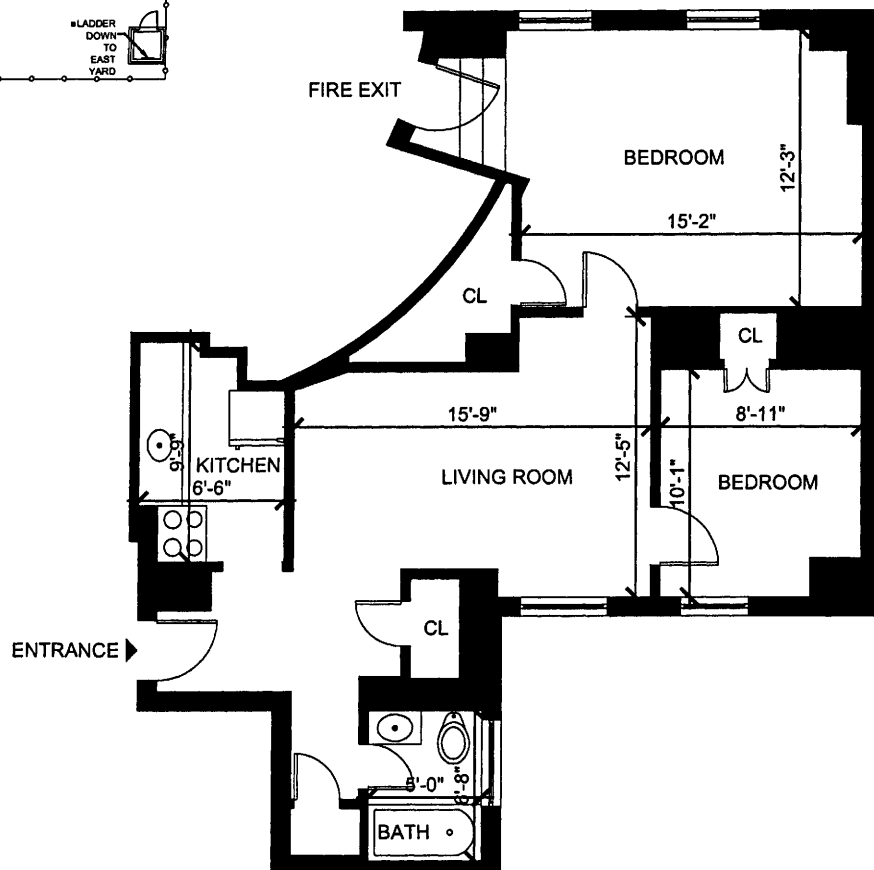
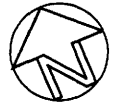
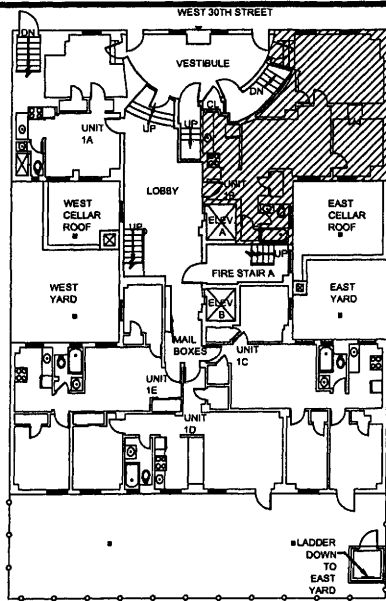
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-06



1

UNIT 1B

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 779

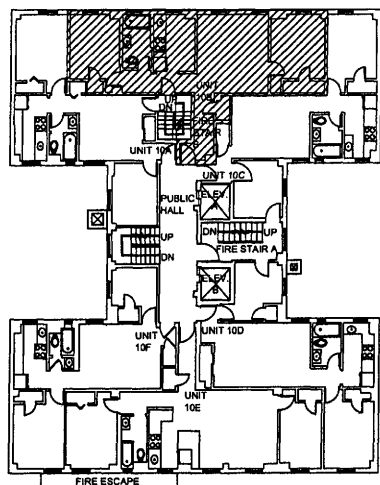
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

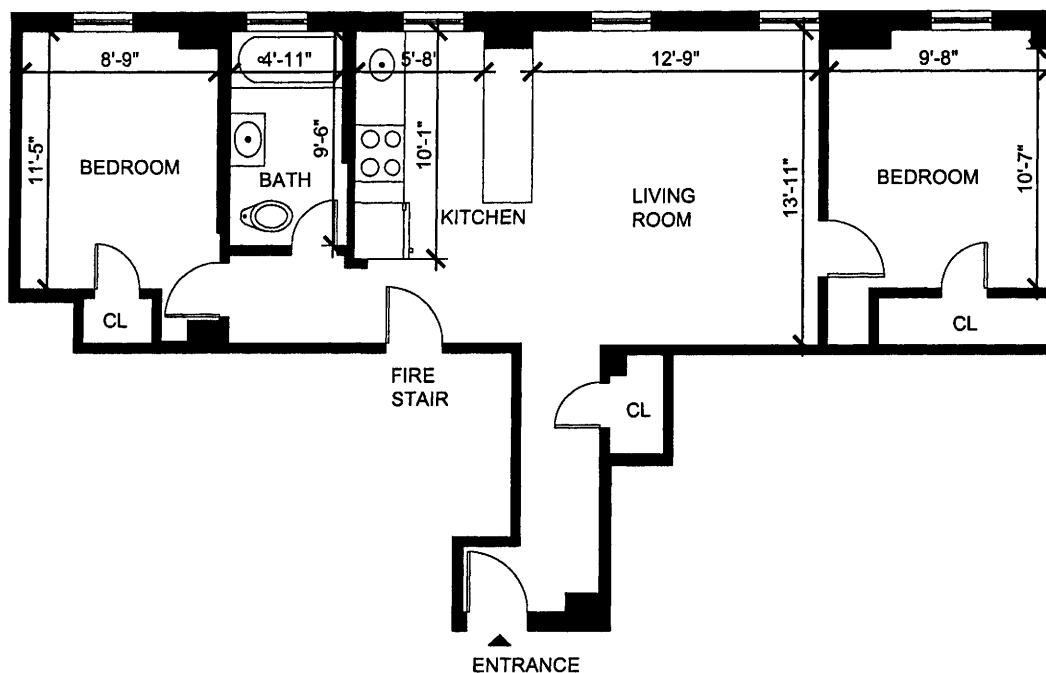
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-07



*NO ACCESS PROVIDED. THIS LAYOUT IS ASSUMED TO BE TYPICAL.



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 731

1

UNITS 2*, 6, 8, 9, AND 10B

1/8" = 1'-0"

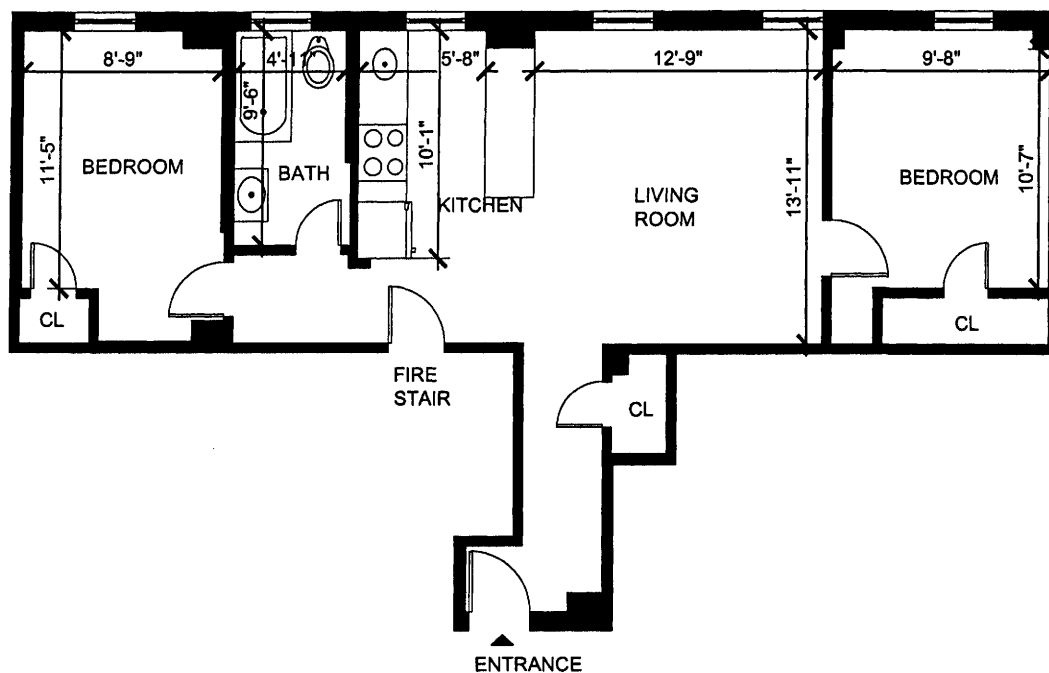
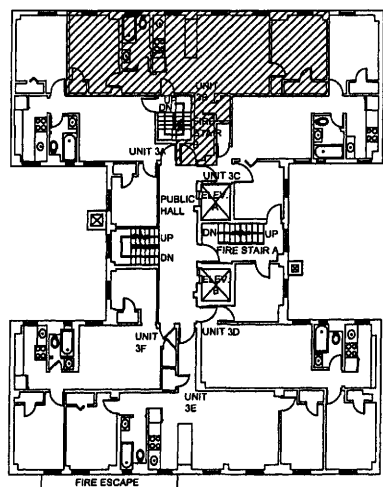
**HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.**

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-08



1

UNIT 3B

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 740

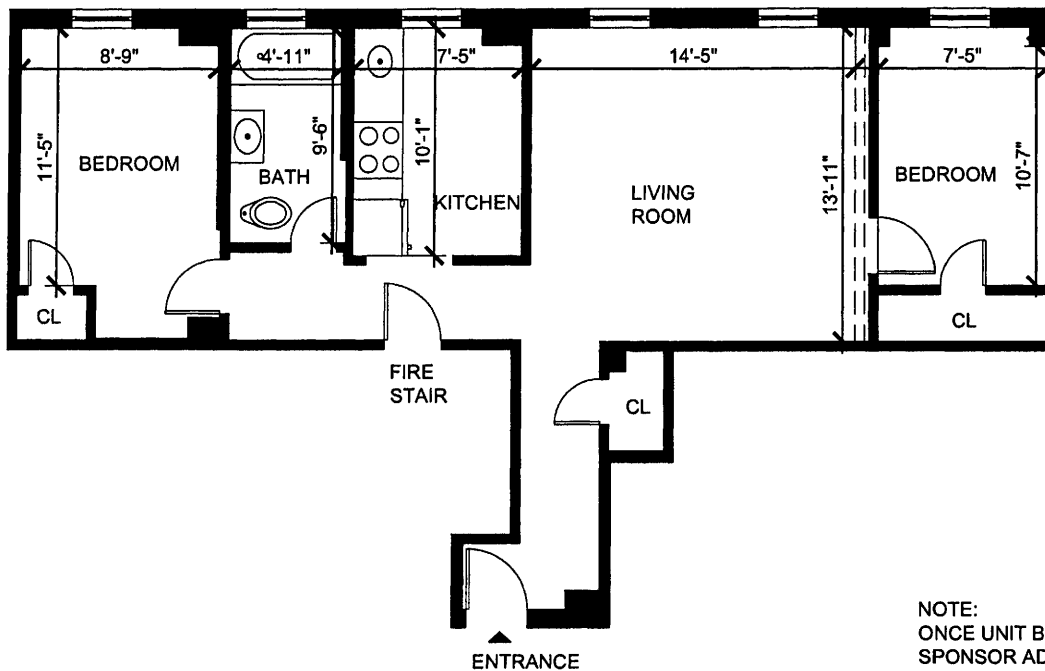
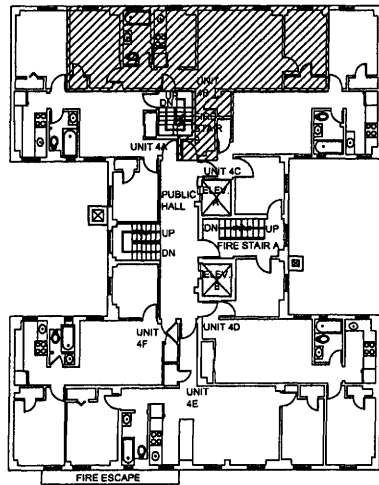
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-09



NOTE:
ONCE UNIT BECOMES VACANT,
SPONSOR ADVISES THAT
PARTITION WALLS AND DOORS
WILL BE MOVED TO DASHED
LINES (AT MINIMUM) TO COMPLY
WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 740

1

UNIT 4B

1/8" = 1'-0"

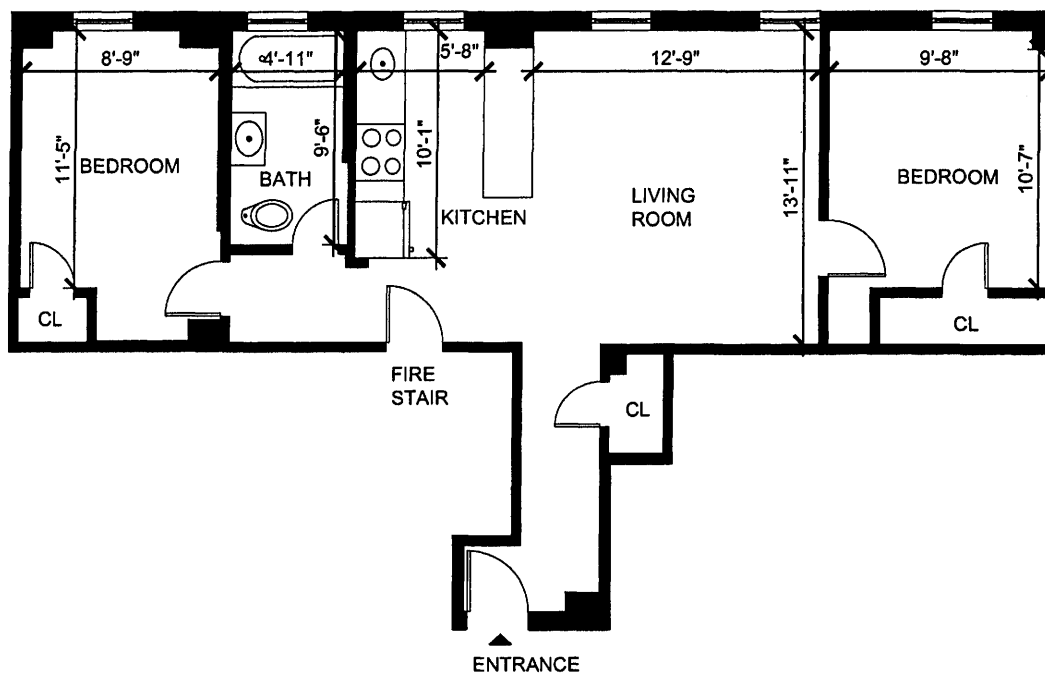
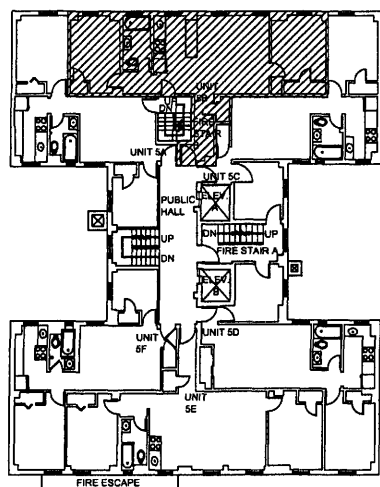
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED	DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street	
DRAWN BY: AH	CHECKED BY: JL

A2-10



APPROXIMATE SF = 740

1

UNIT 5B

$$\frac{1}{8}'' = 1'-0''$$

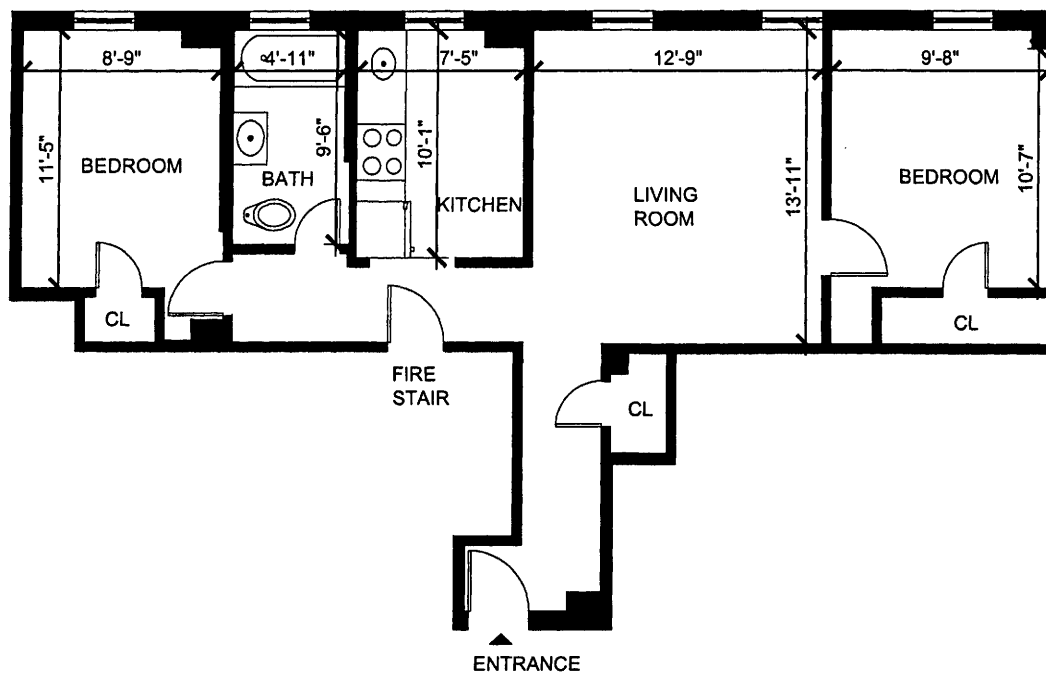
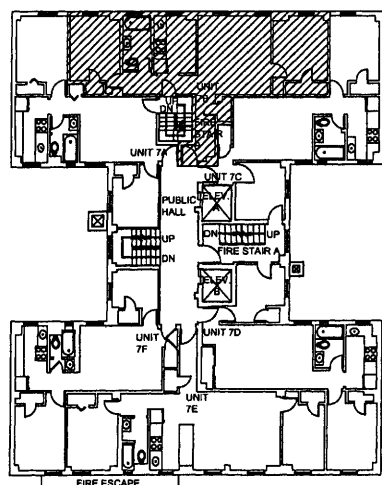
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	

A2-11



1

UNIT 7B

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 731

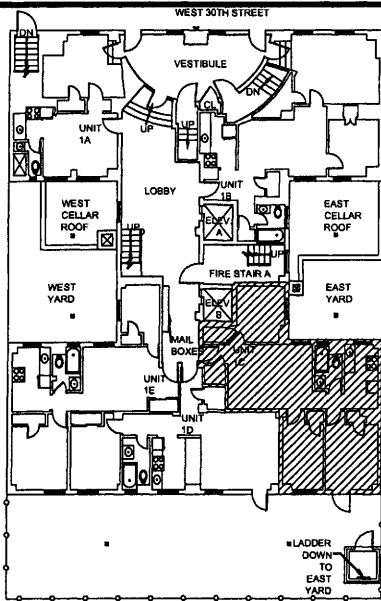
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

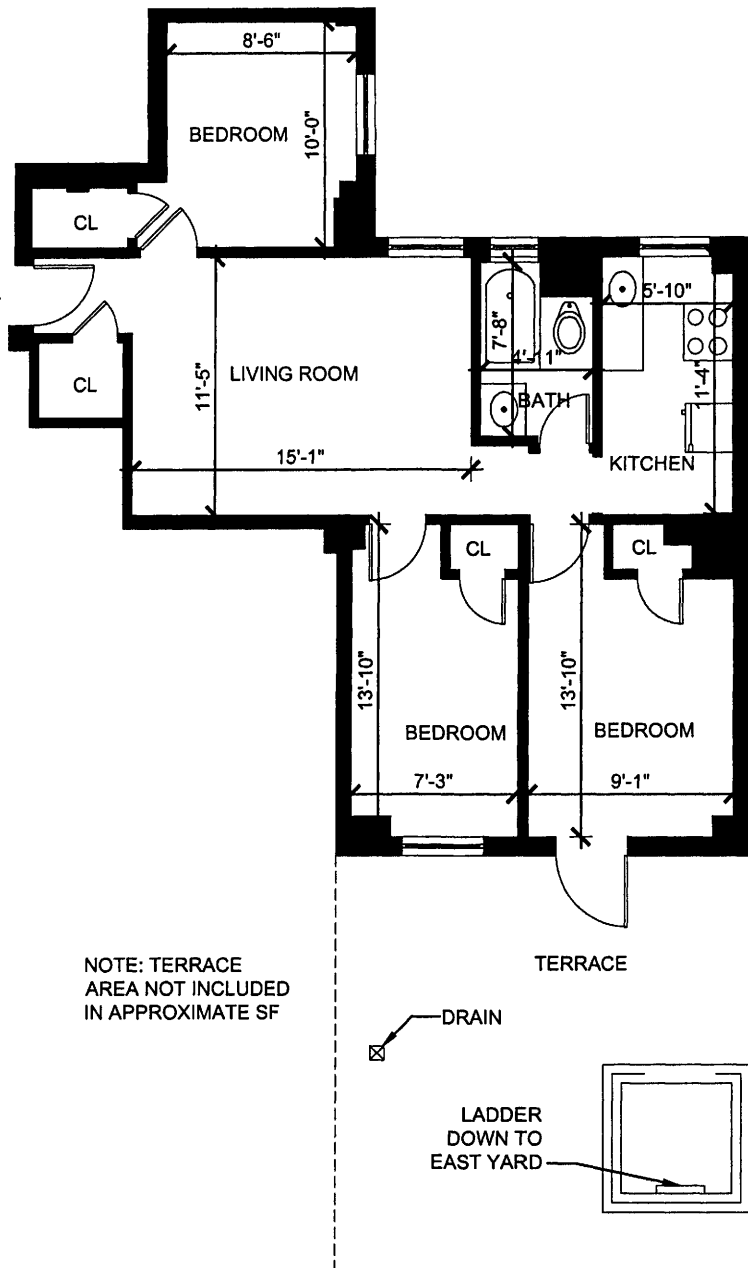
SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-12



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. WHERE
NECESSARY, PARTITION WALLS
MUST BE DEMOLISHED AND/OR
MOVED TO COMPLY.

ENTRANCE →



NOTE: TERRACE
AREA NOT INCLUDED
IN APPROXIMATE SF

TERRACE

→ DRAIN

LADDER
DOWN TO
EAST YARD

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 723

APPROXIMATE TERRACE SF = 302

1

UNIT 1C

1/8" = 1'-0"

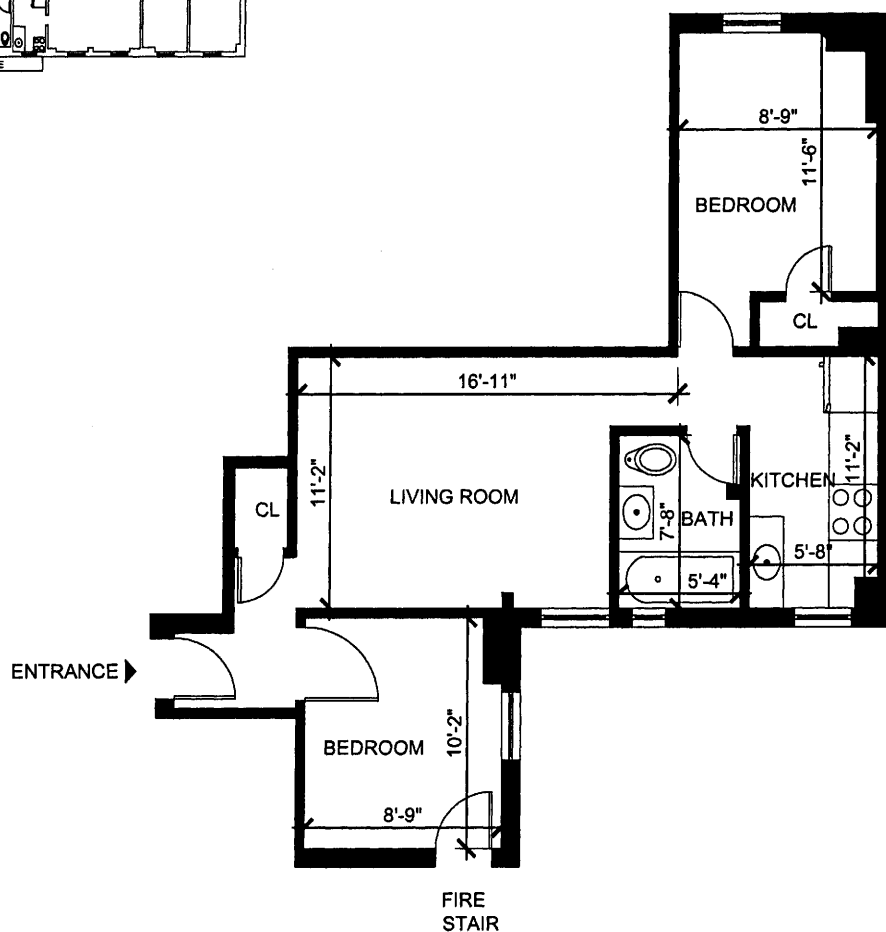
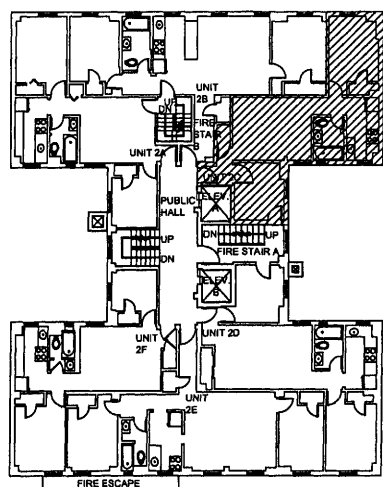
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-13



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 589

1

UNIT 2C

1/8" = 1'-0"

**HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.**

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

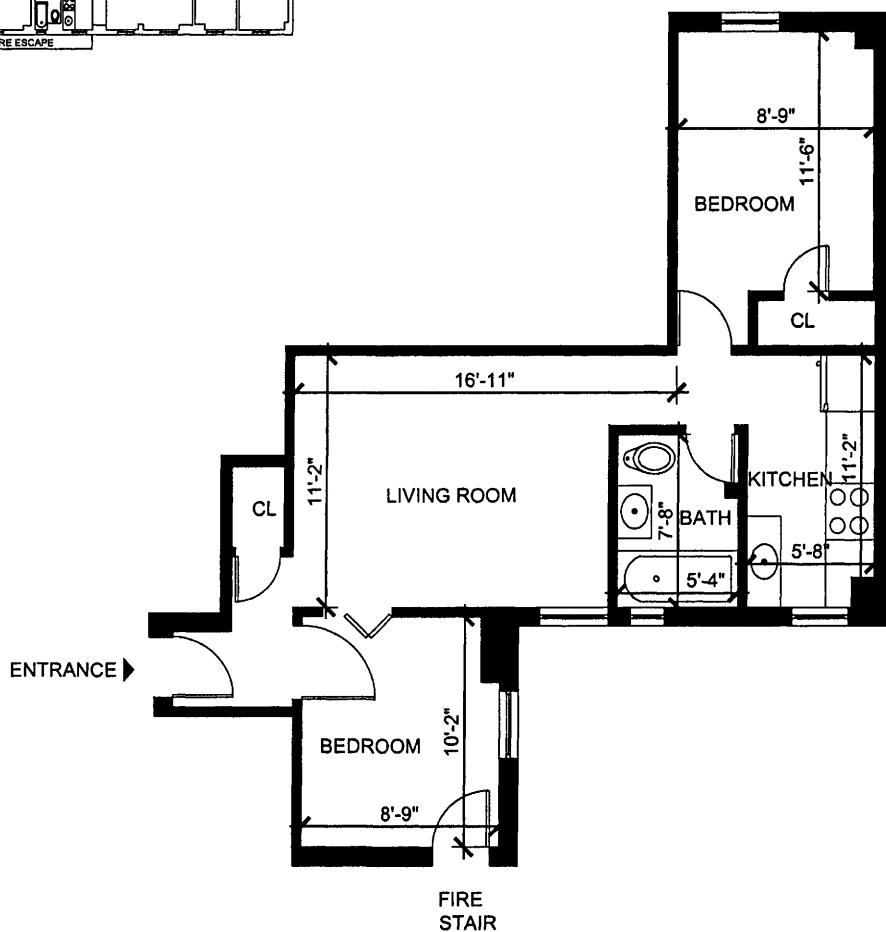
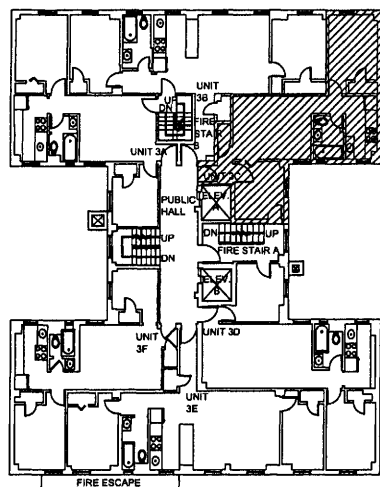
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-14



1

UNIT 3C

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 589

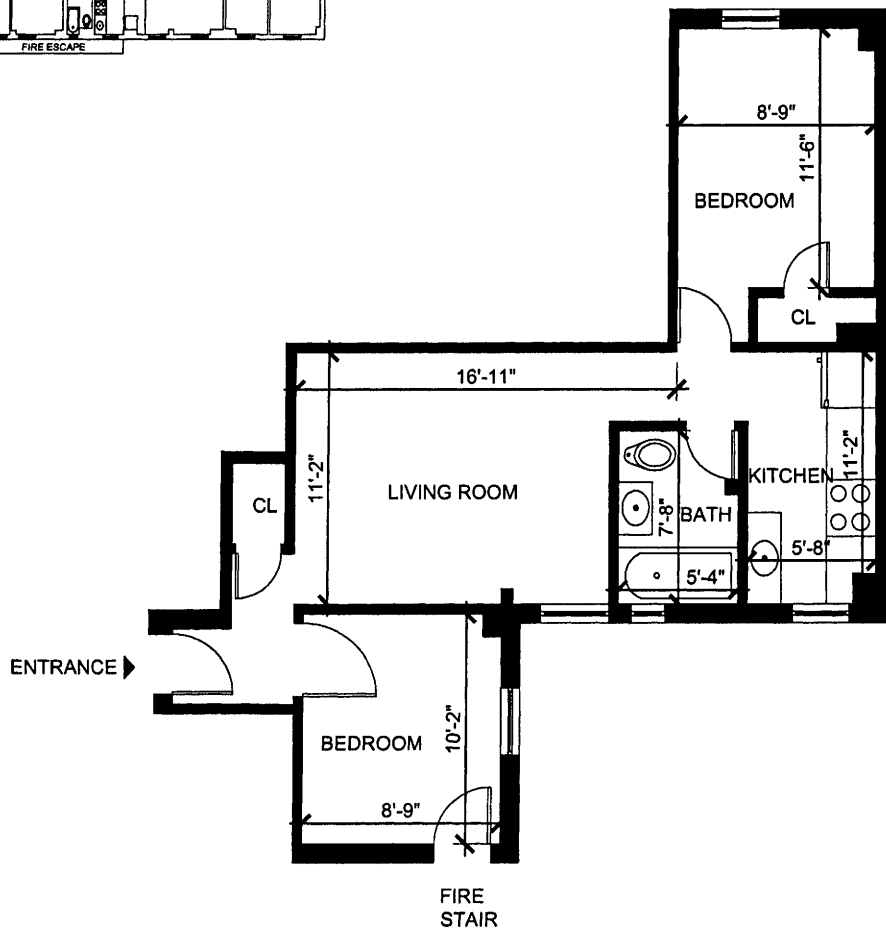
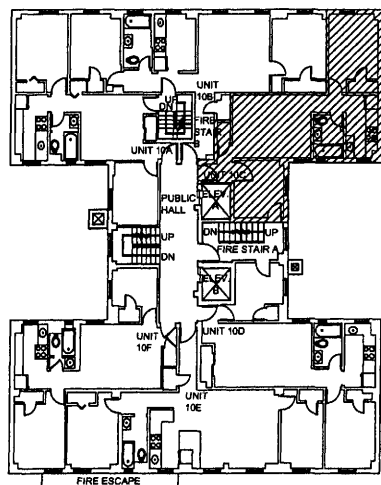
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED	DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street	
DRAWN BY: AH	CHECKED BY: JL

A2-15



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 589

1

UNITS 4, 5, 6, 7, AND 10C

1/8" = 1'-0"

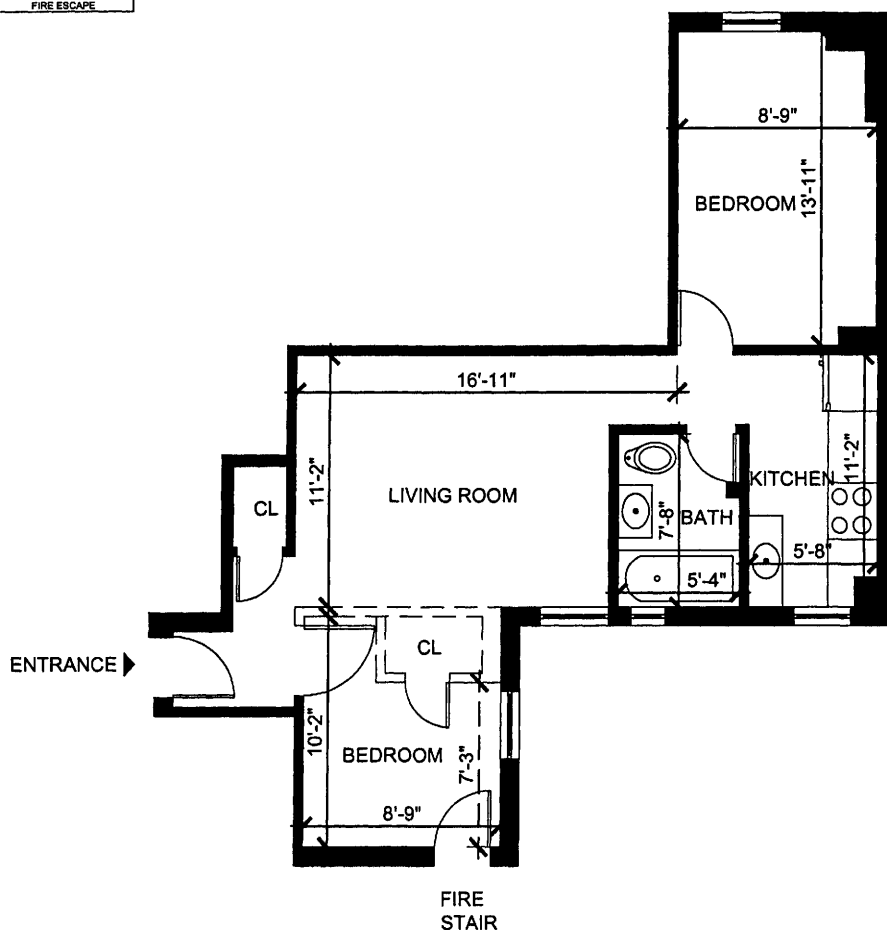
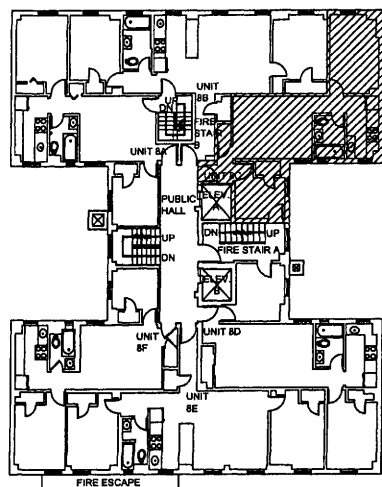
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-16



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. SPONSOR
ADVISED THAT ONCE UNIT
BECOMES VACANT, THE
DASHED (UNHATCHED)
PARTITION WALLS AND DOORS
WILL BE DEMOLISHED TO
COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 589

1

UNIT 8C

1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

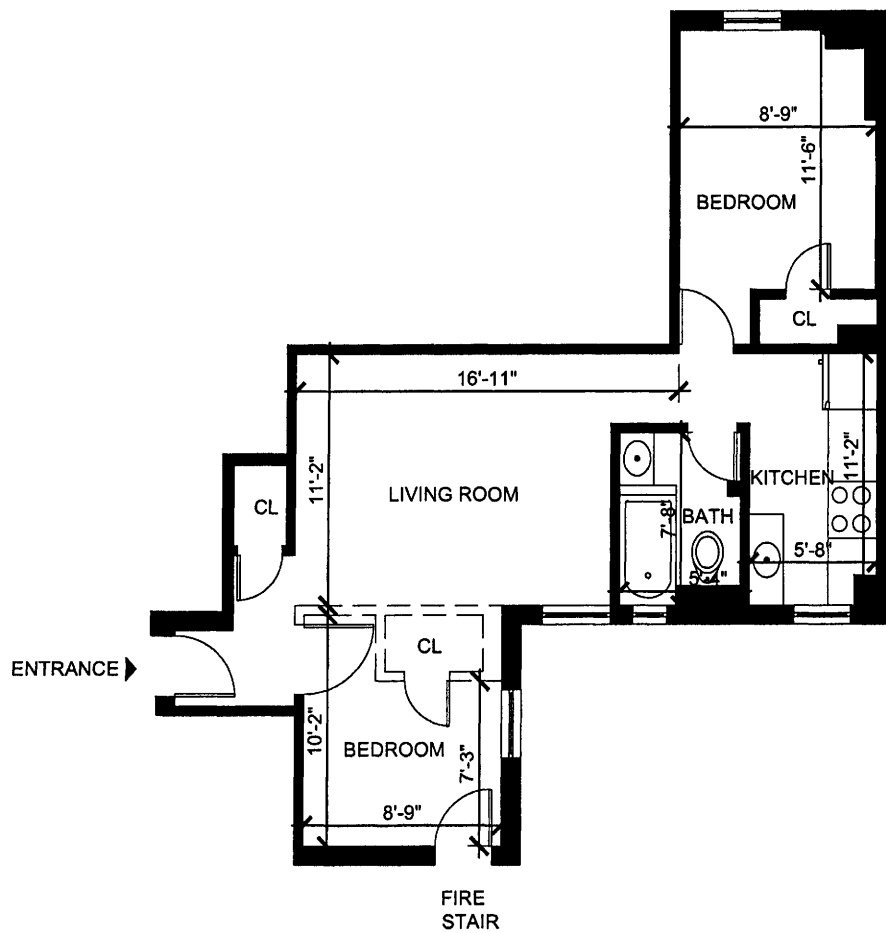
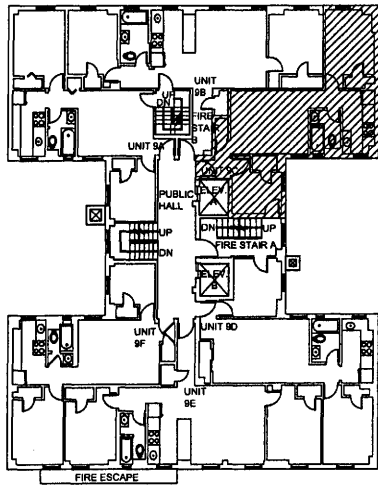
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-17



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. SPONSOR
ADVISED THAT ONCE UNIT
BECOMES VACANT, THE
DASHED (UNHATCHED)
PARTITION WALLS AND DOORS
WILL BE DEMOLISHED TO
COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 589

1

UNIT 9C

1/8" = 1'-0"

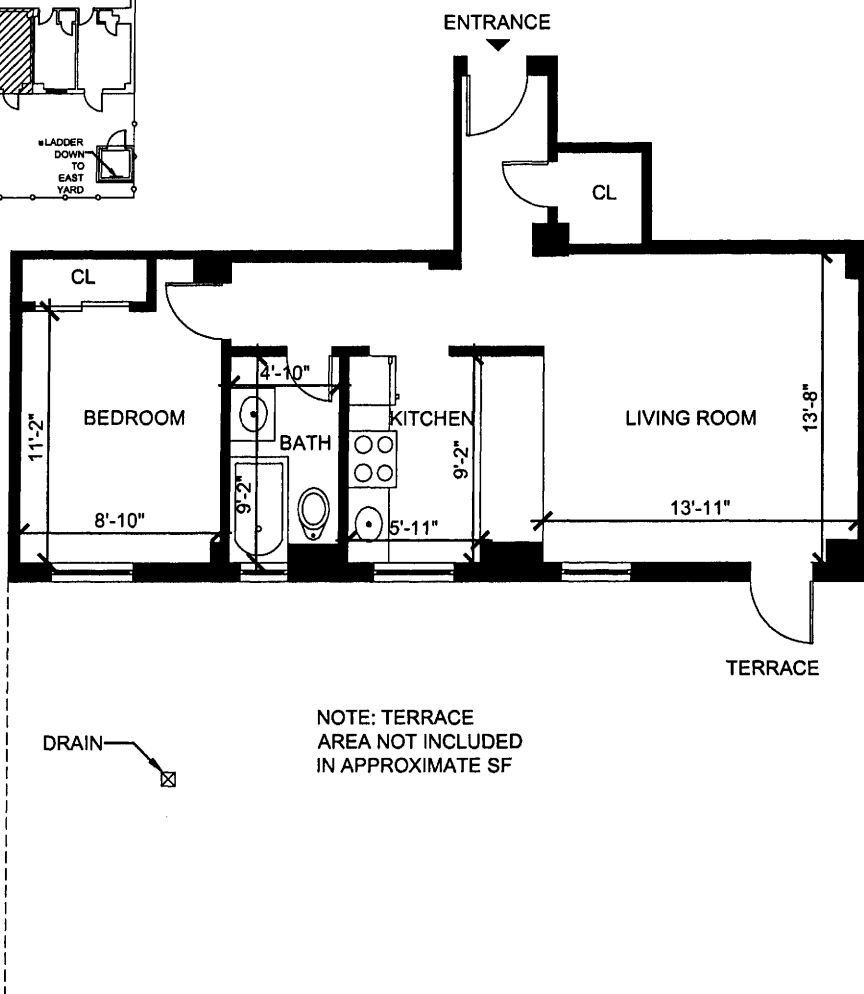
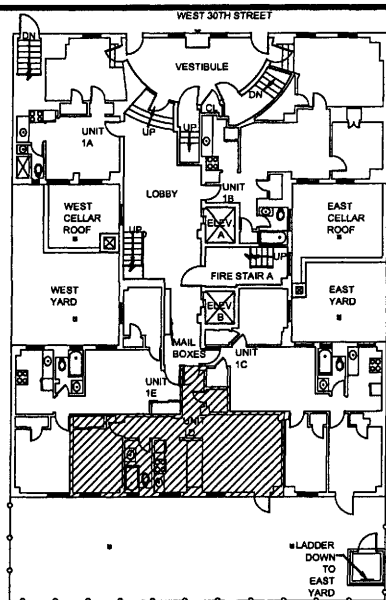
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A2-18



1

UNIT 1D

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 586

APPROXIMATE TERRACE SF = 704

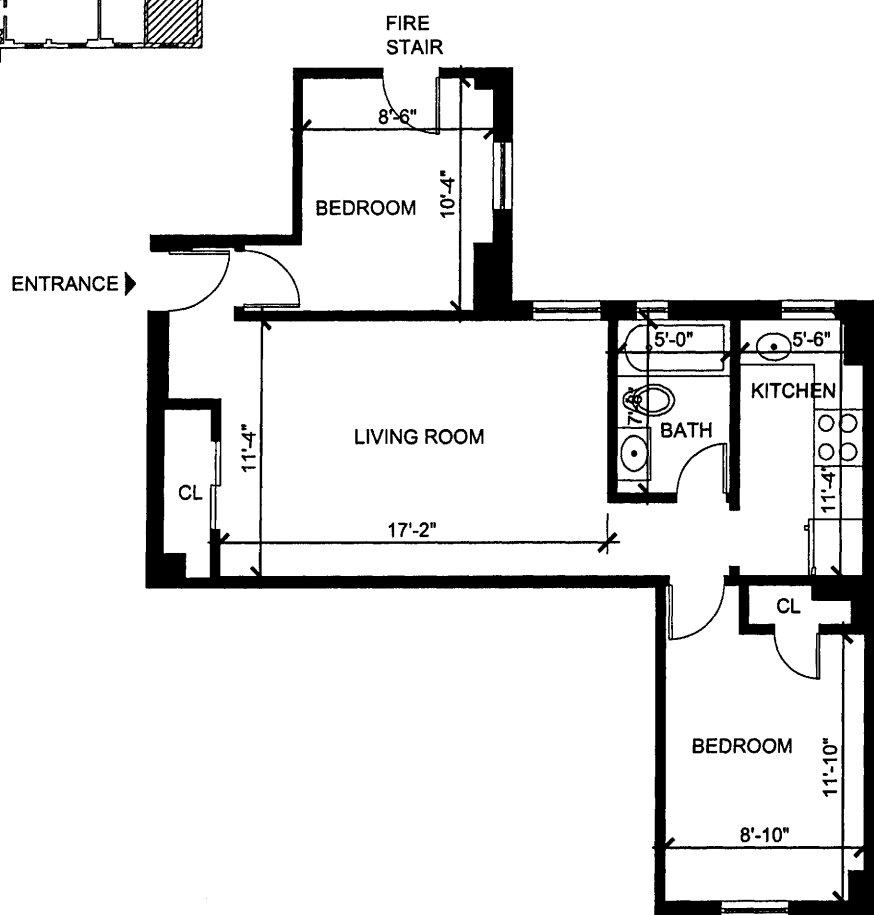
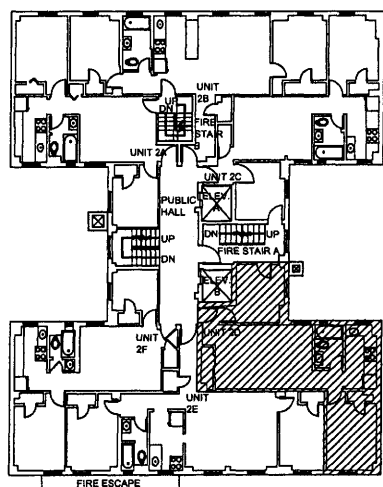
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A2-19



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 636

1

UNIT 2D

1/8" = 1'-0"

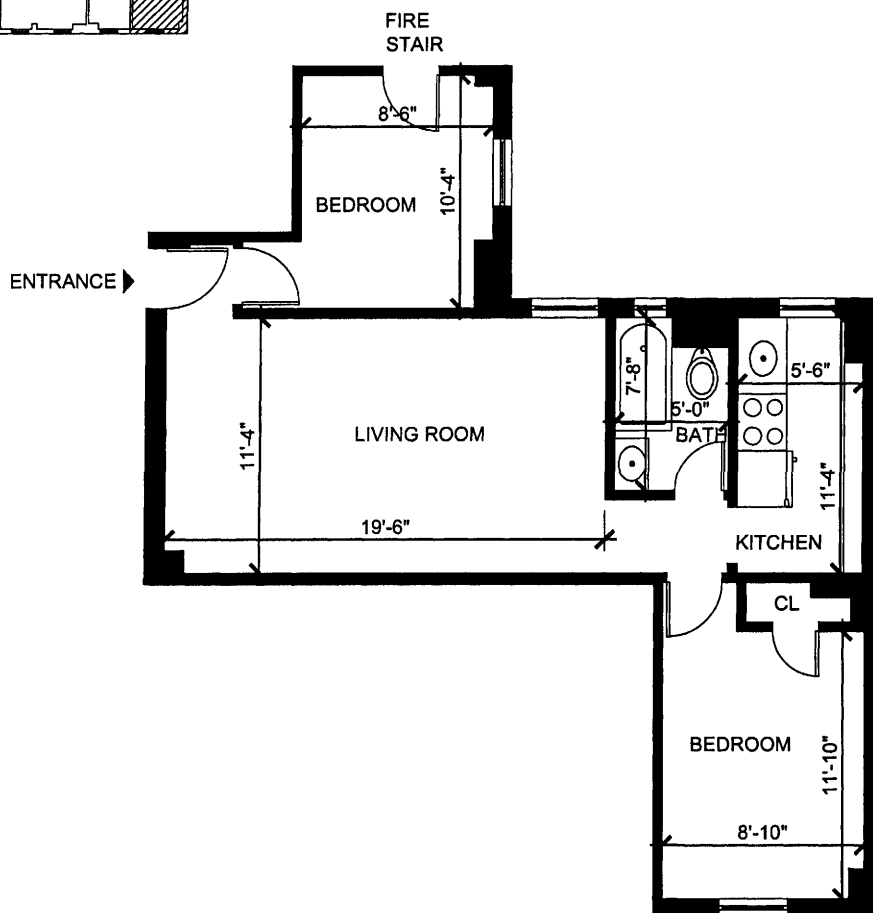
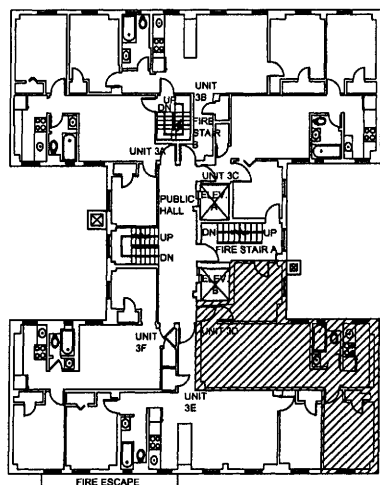
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-20



1

UNIT 3D

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 636

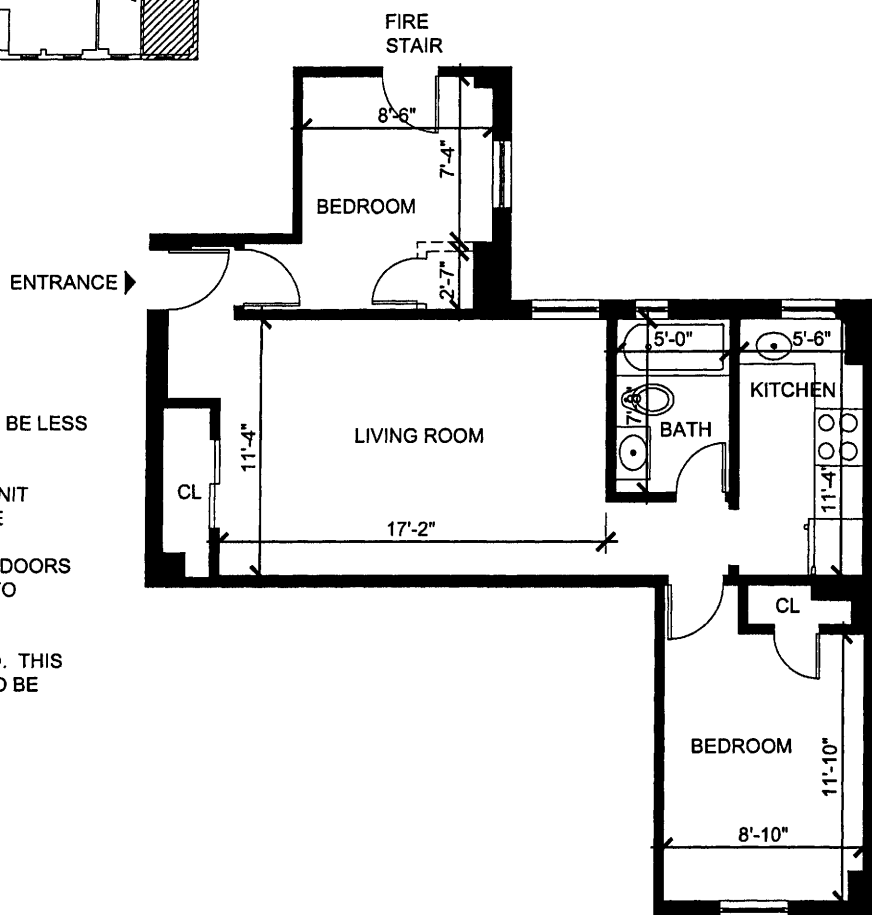
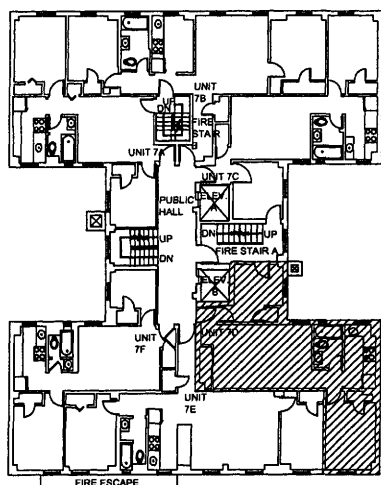
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED	DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street	
DRAWN BY: AH	CHECKED BY: JL

A2-21



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. SPONSOR
ADVISED THAT ONCE UNIT
BECOMES VACANT, THE
DASHED (UNHATCHED)
PARTITION WALLS AND DOORS
WILL BE DEMOLISHED TO
COMPLY.

*NO ACCESS PROVIDED. THIS
LAYOUT IS ASSUMED TO BE
TYPICAL.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 636

1

UNITS 4, 5*, 6*, 7, 8*, AND 10D

1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

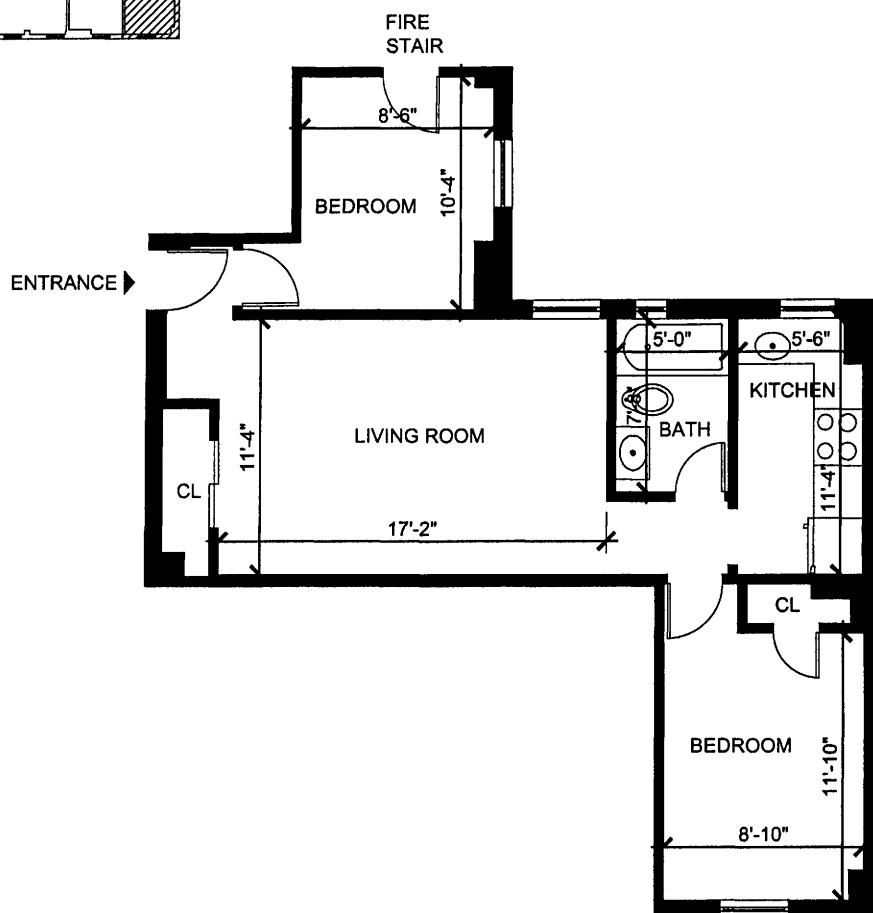
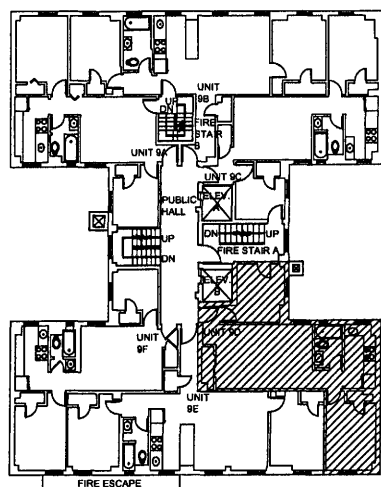
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-22



1

UNIT 9D

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 636

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

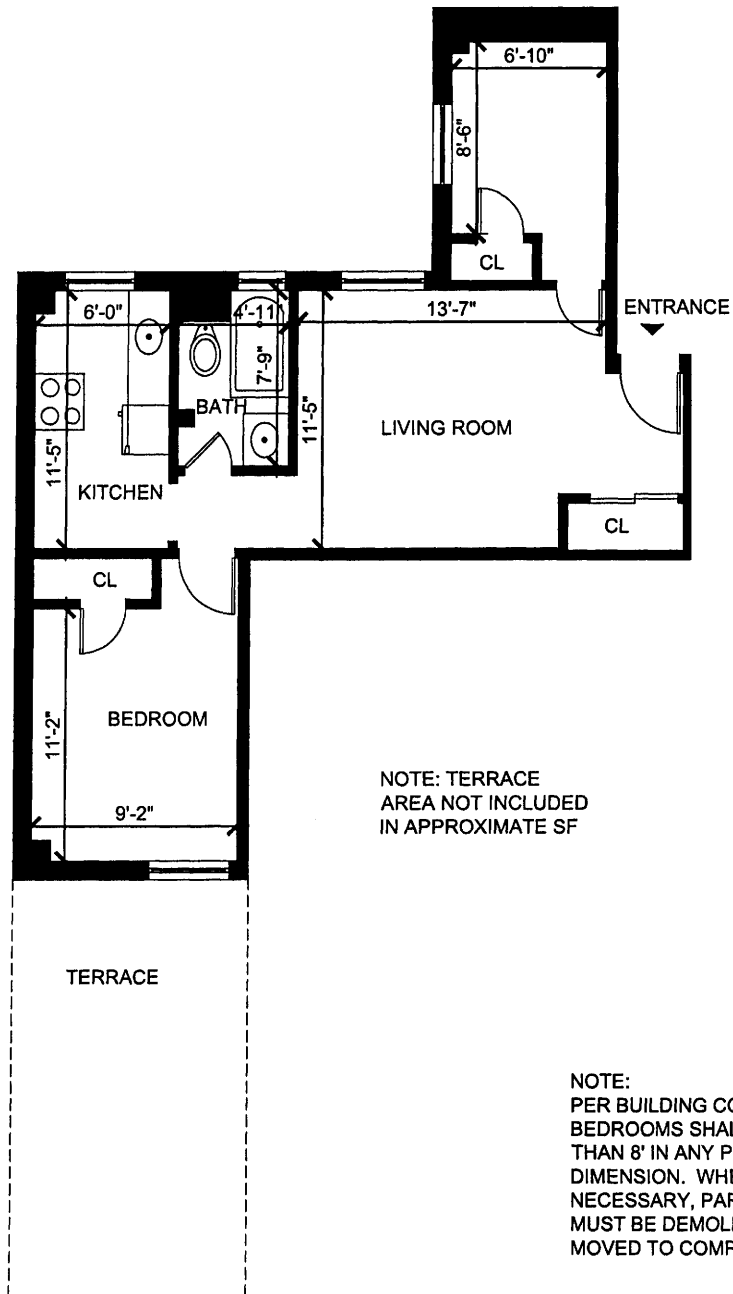
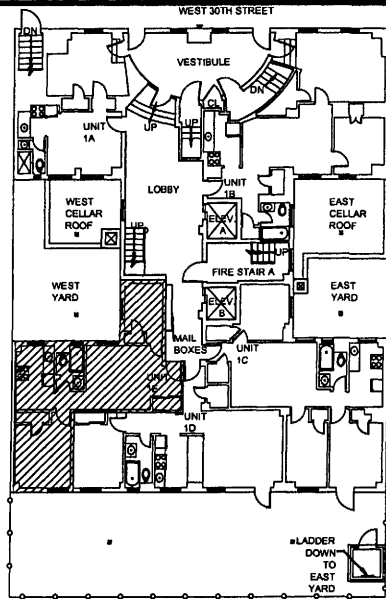
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-23



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. WHERE
NECESSARY, PARTITION WALLS
MUST BE DEMOLISHED AND/OR
MOVED TO COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 563

APPROXIMATE TERRACE SF = 193

1

UNIT 1E

1/8" = 1'-0"

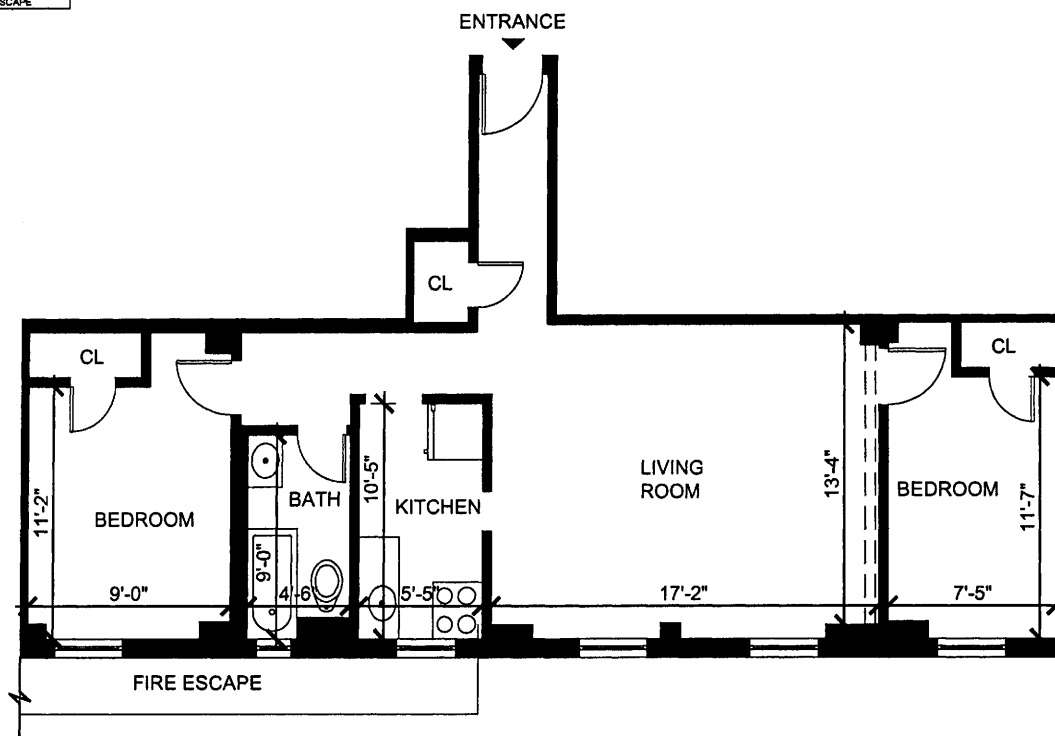
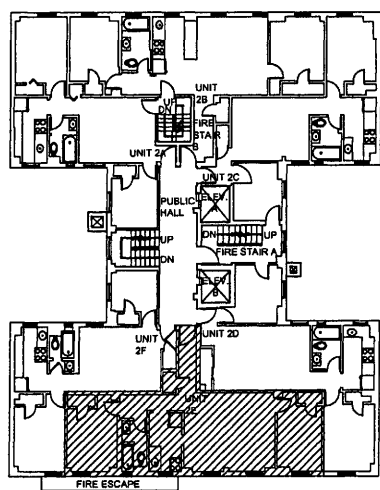
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-24



NOTE:
ONCE UNIT BECOMES VACANT,
SPONSOR ADVISES THAT
PARTITION WALLS AND DOORS
WILL BE MOVED TO DASHED
LINES (AT MINIMUM) TO COMPLY
WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 720

1

UNIT 2E

1/8" = 1'-0"

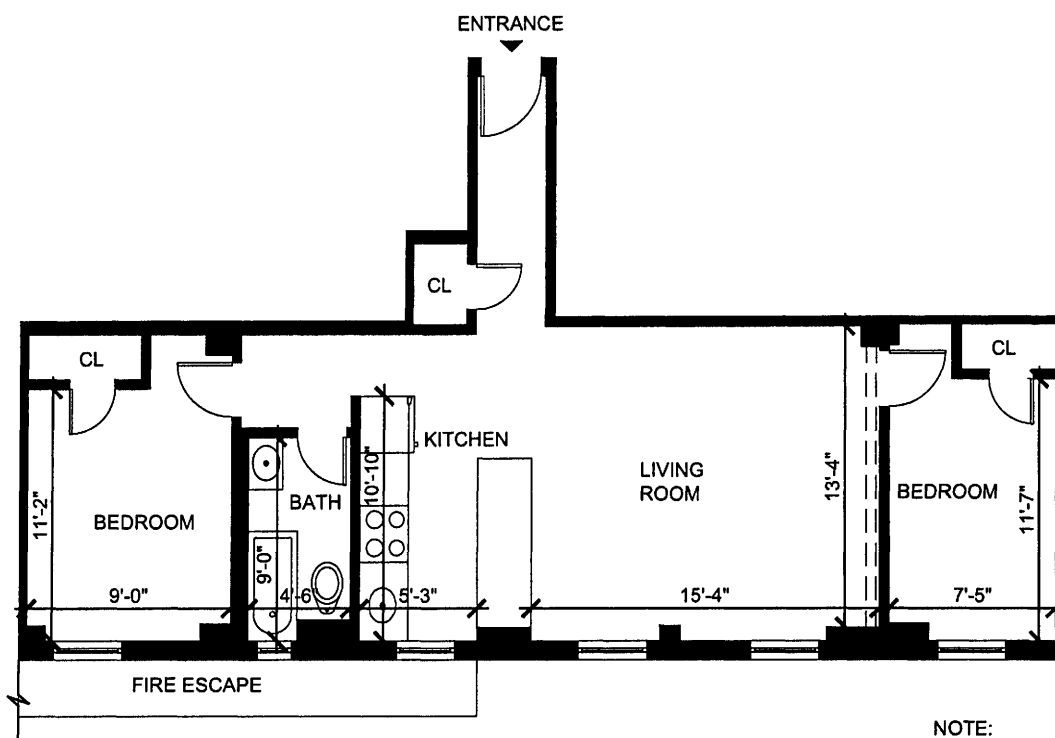
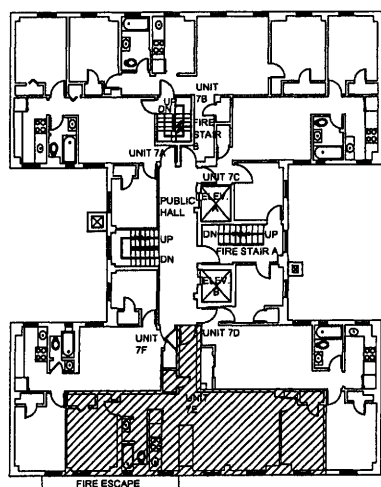
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-25



NOTE:
ONCE UNIT BECOMES VACANT,
SPONSOR ADVISES THAT
PARTITION WALLS AND DOORS
WILL BE MOVED TO DASHED
LINES (AT MINIMUM) TO COMPLY
WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 720

1

UNIT 3E

1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

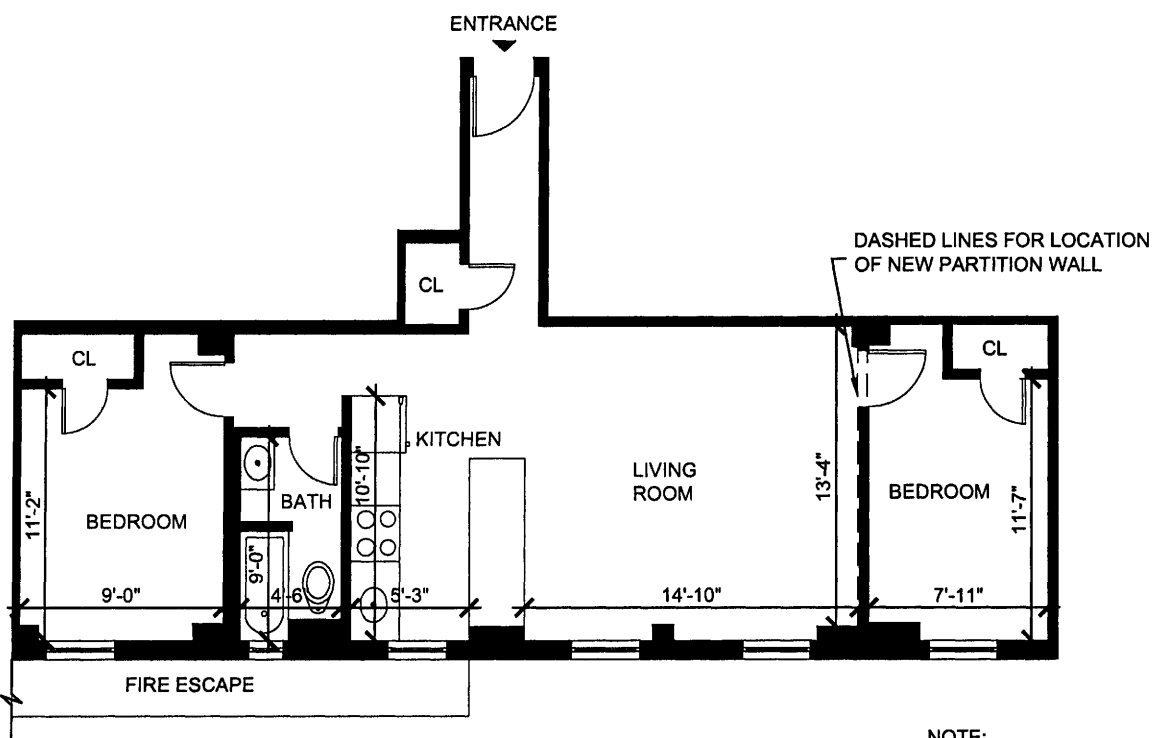
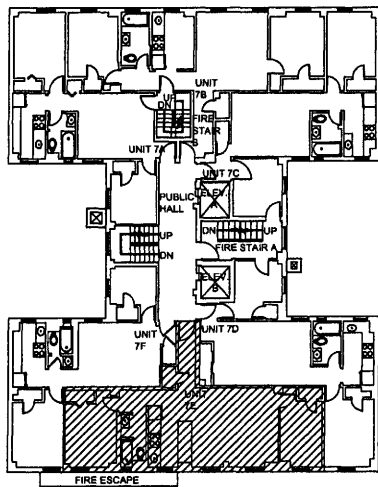
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-26



NOTE:
ONCE UNIT BECOMES VACANT,
SPONSOR ADVISES THAT
PARTITION WALLS AND DOORS
WILL BE MOVED TO DASHED
LINES (AT MINIMUM) TO COMPLY
WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 720

1

UNITS 4, 6, 7, 8, AND 9E

1/8" = 1'-0"

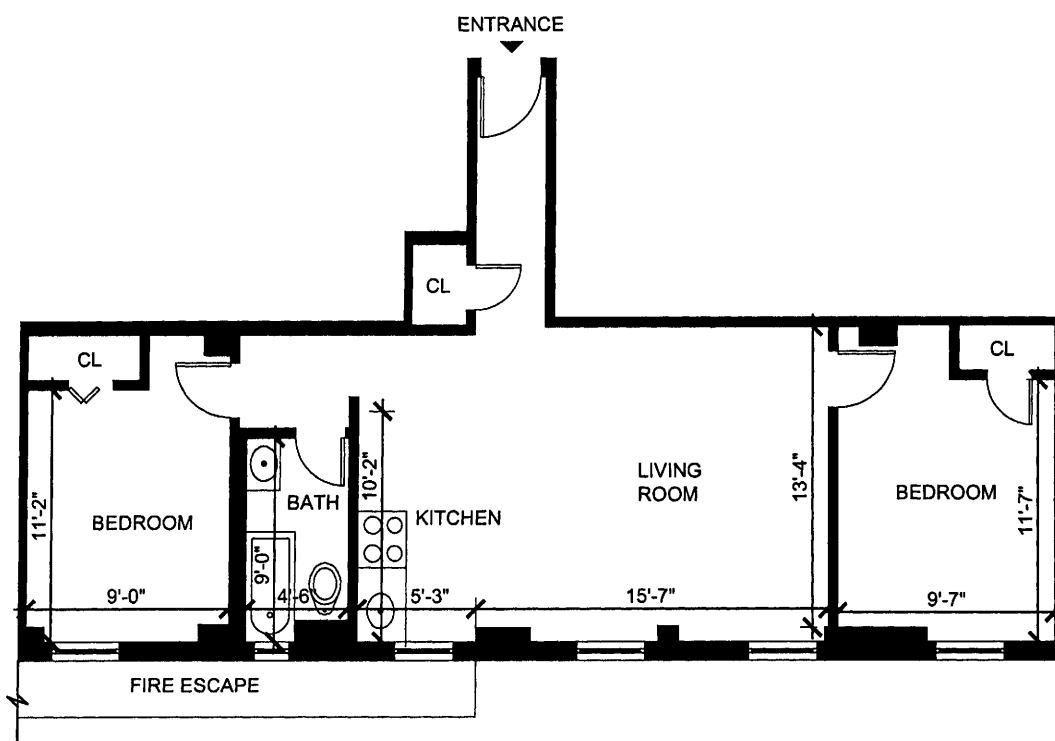
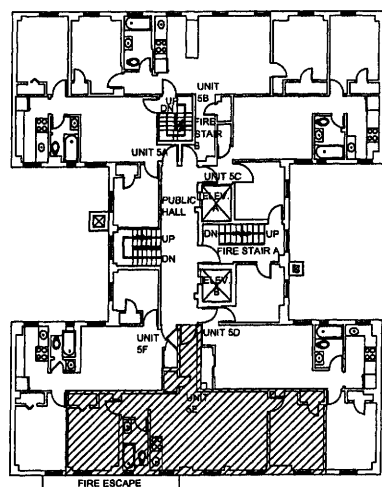
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-27



1

UNIT 5E

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 720

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

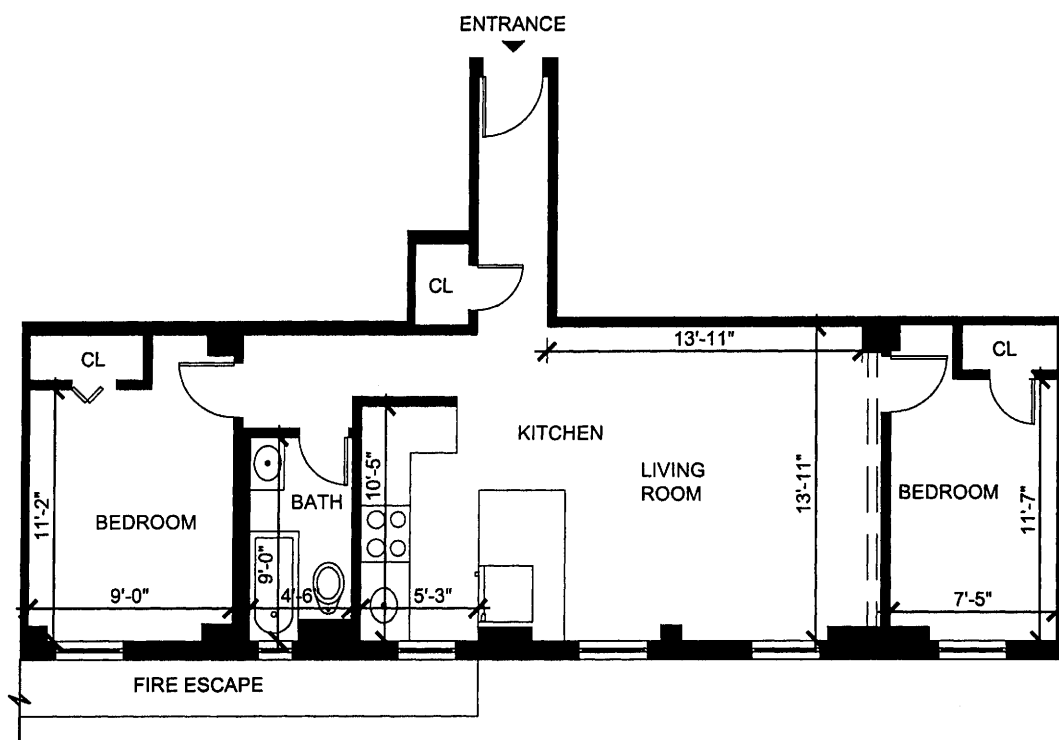
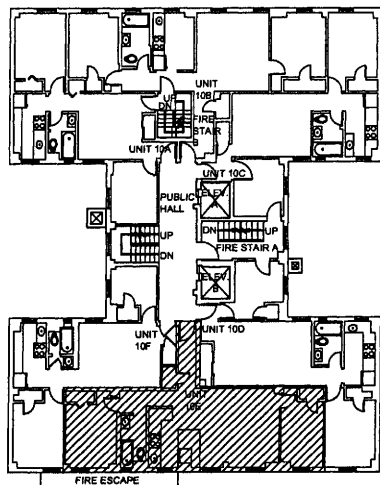
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-28



NOTE:
ONCE UNIT BECOMES VACANT,
SPONSOR ADVISES THAT
PARTITION WALLS AND DOORS
WILL BE MOVED TO DASHED
LINES (AT MINIMUM) TO COMPLY
WITH CODE.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 720

1

UNIT 10E

1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

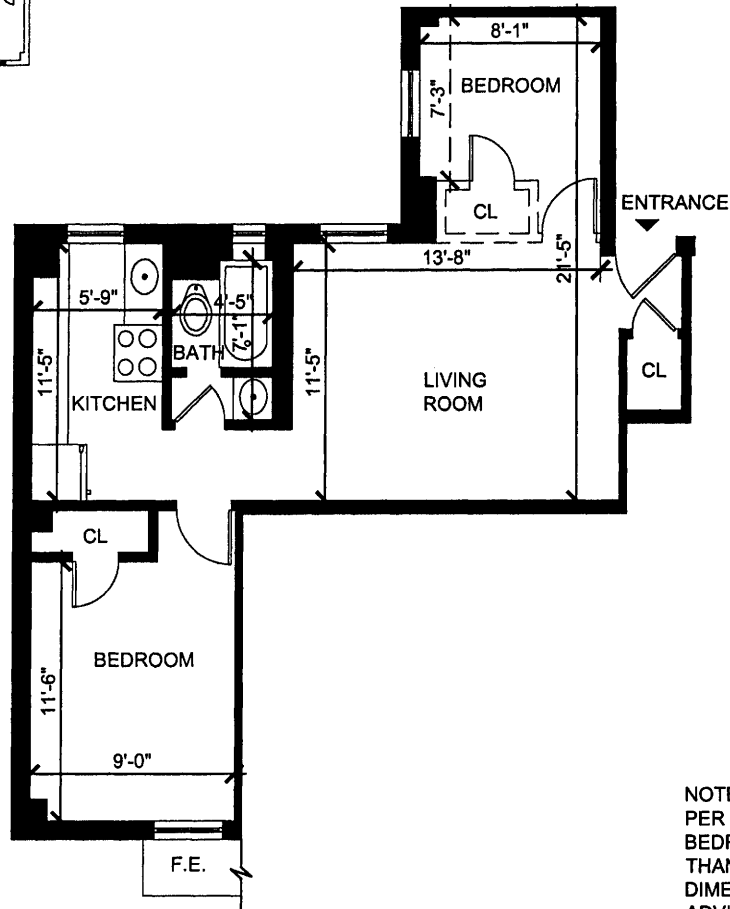
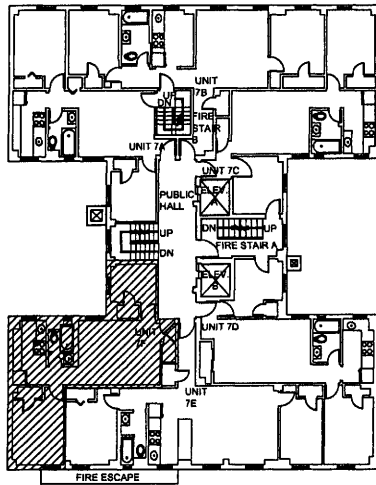
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-29



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. SPONSOR
ADVISED THAT ONCE UNIT
BECOMES VACANT, THE
DASHED (UNHATCHED)
PARTITION WALLS AND DOORS
WILL BE DEMOLISHED TO
COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 562

1

UNITS 2, 3, 5, 7, 9, AND 10F

1/8" = 1'-0"

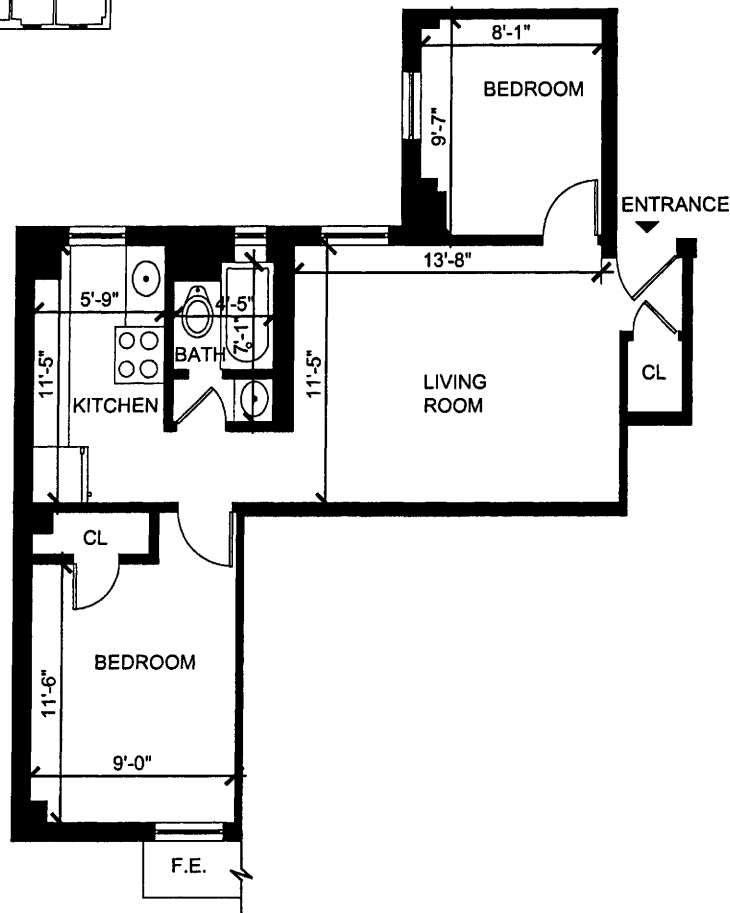
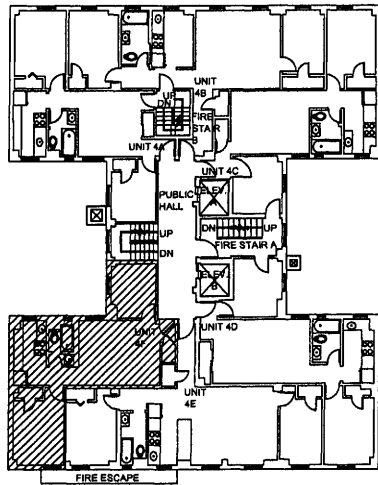
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A2-30



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 562

1

UNIT 4F

1/8" = 1'-0"

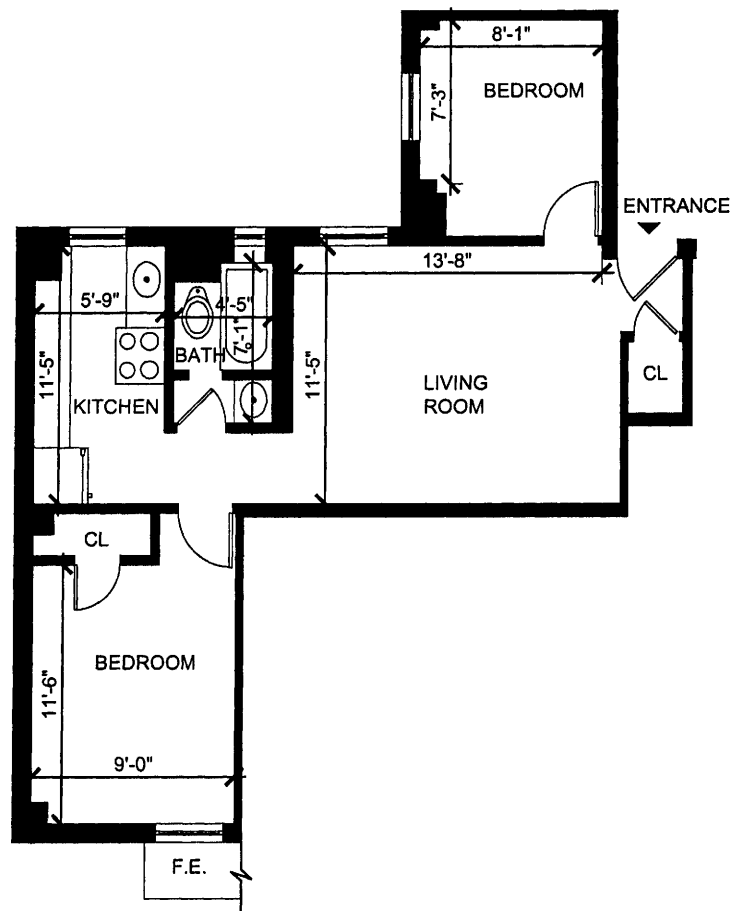
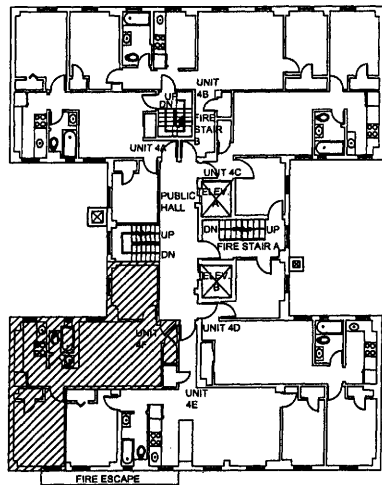
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A2-31



1

UNIT 6F

1/8" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 562

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

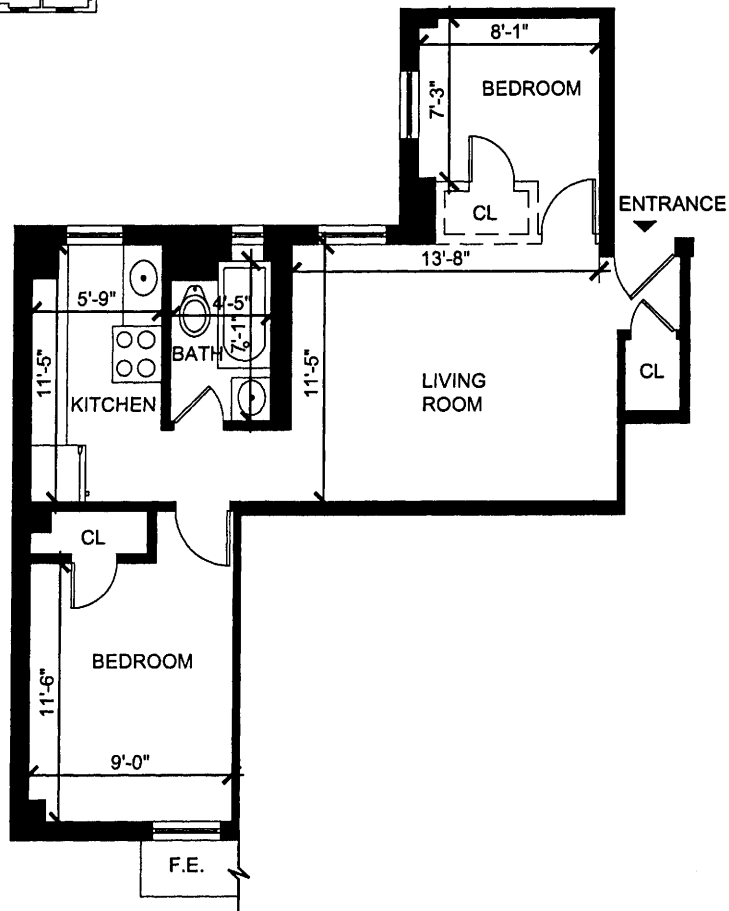
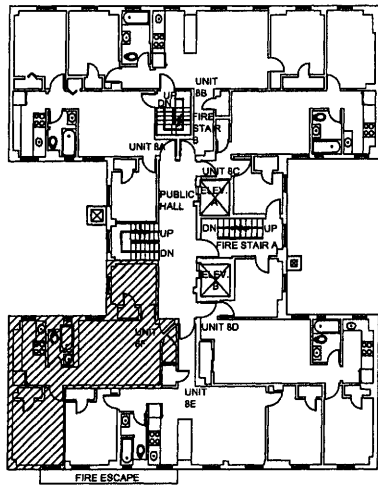
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-32



NOTE:
PER BUILDING CODE,
BEDROOMS SHALL NOT BE LESS
THAN 8' IN ANY PLAN
DIMENSION. SPONSOR
ADVISED THAT ONCE UNIT
BECOMES VACANT, THE
DASHED (UNHATCHED)
PARTITION WALLS AND DOORS
WILL BE DEMOLISHED TO
COMPLY.

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 562

1

UNIT 8F

1/8" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

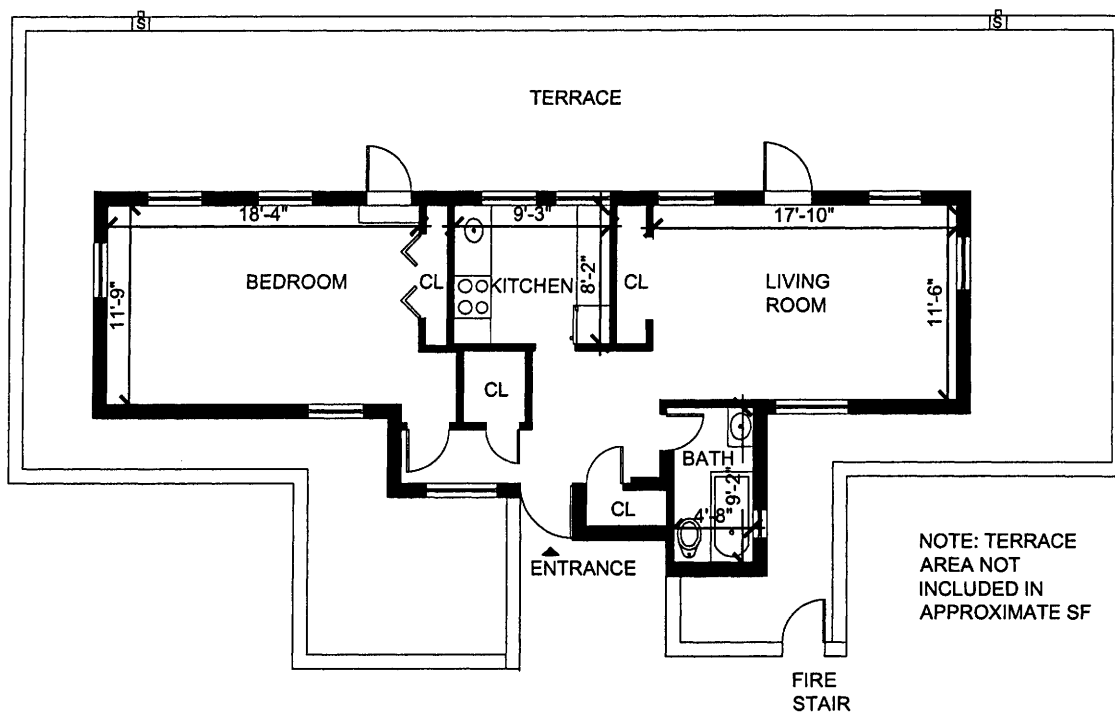
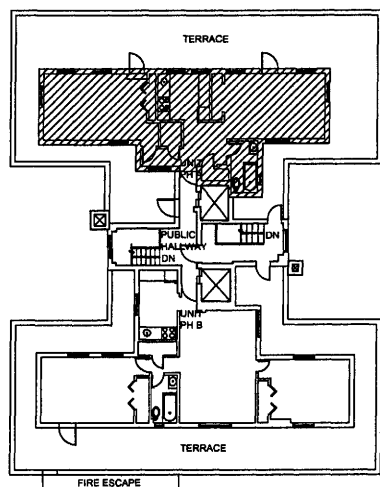
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A2-33



NOTE: TERRACE
AREA NOT
INCLUDED IN
APPROXIMATE SF

1

PENTHOUSE A

3/32" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 776

APPROXIMATE TERRACE SF = 1163

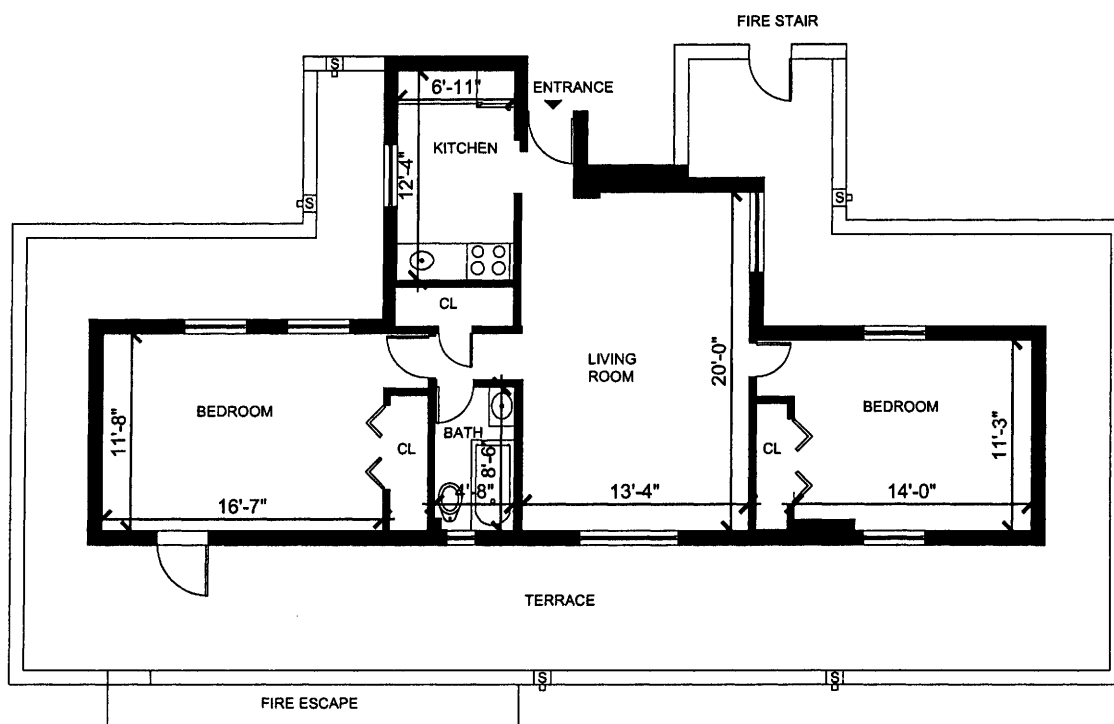
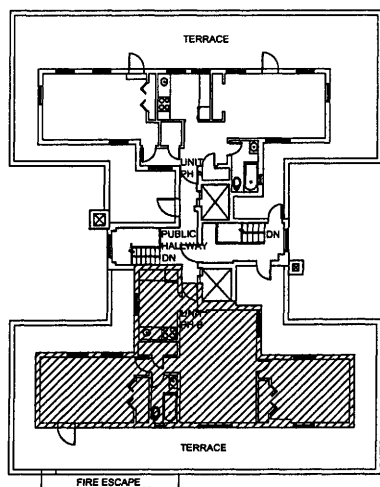
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A2-34



NOTE: TERRACE
AREA NOT
INCLUDED IN
APPROXIMATE SF

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

APPROXIMATE SF = 939

APPROXIMATE TERRACE SF = 979

1

PENTHOUSE B

3/32" = 1'-0"

**HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.**

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

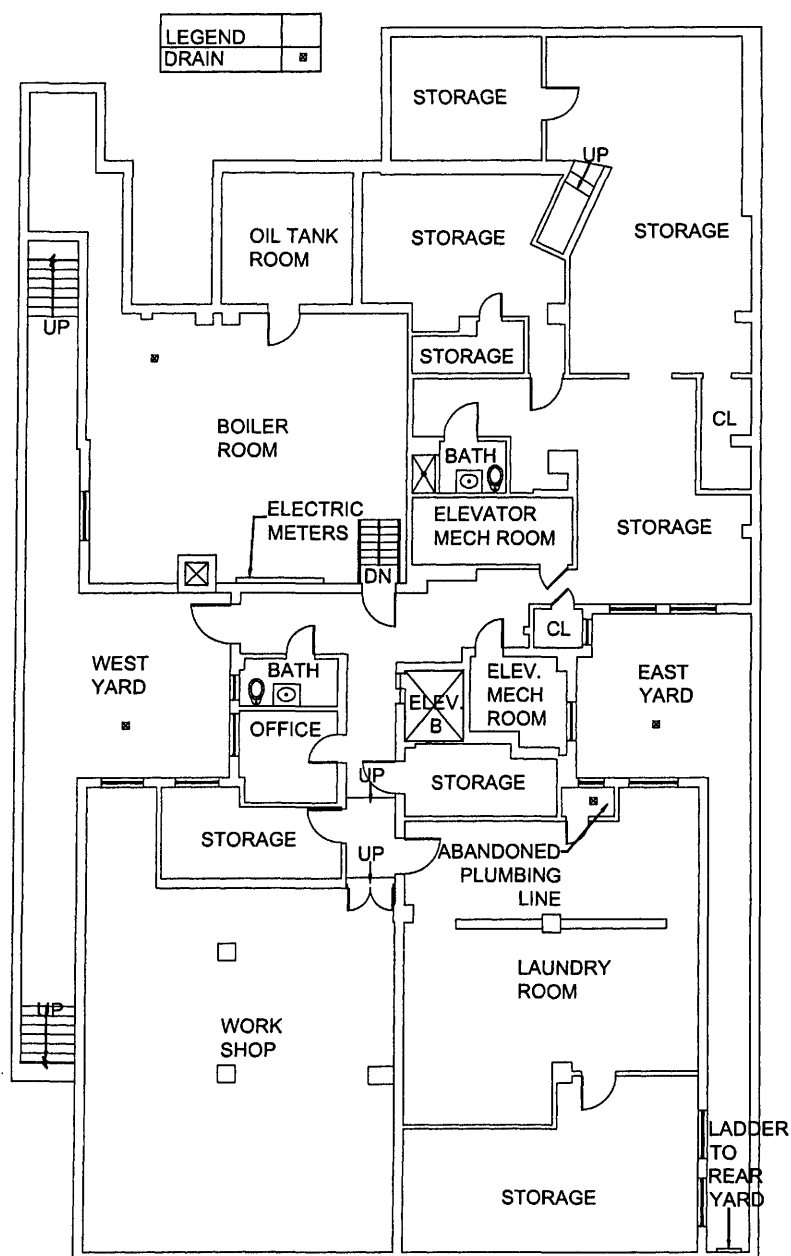
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A2-35

APPENDIX 5

MASTER FLOOR PLANS



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

CELLAR PLAN

1/16" = 1'-0"

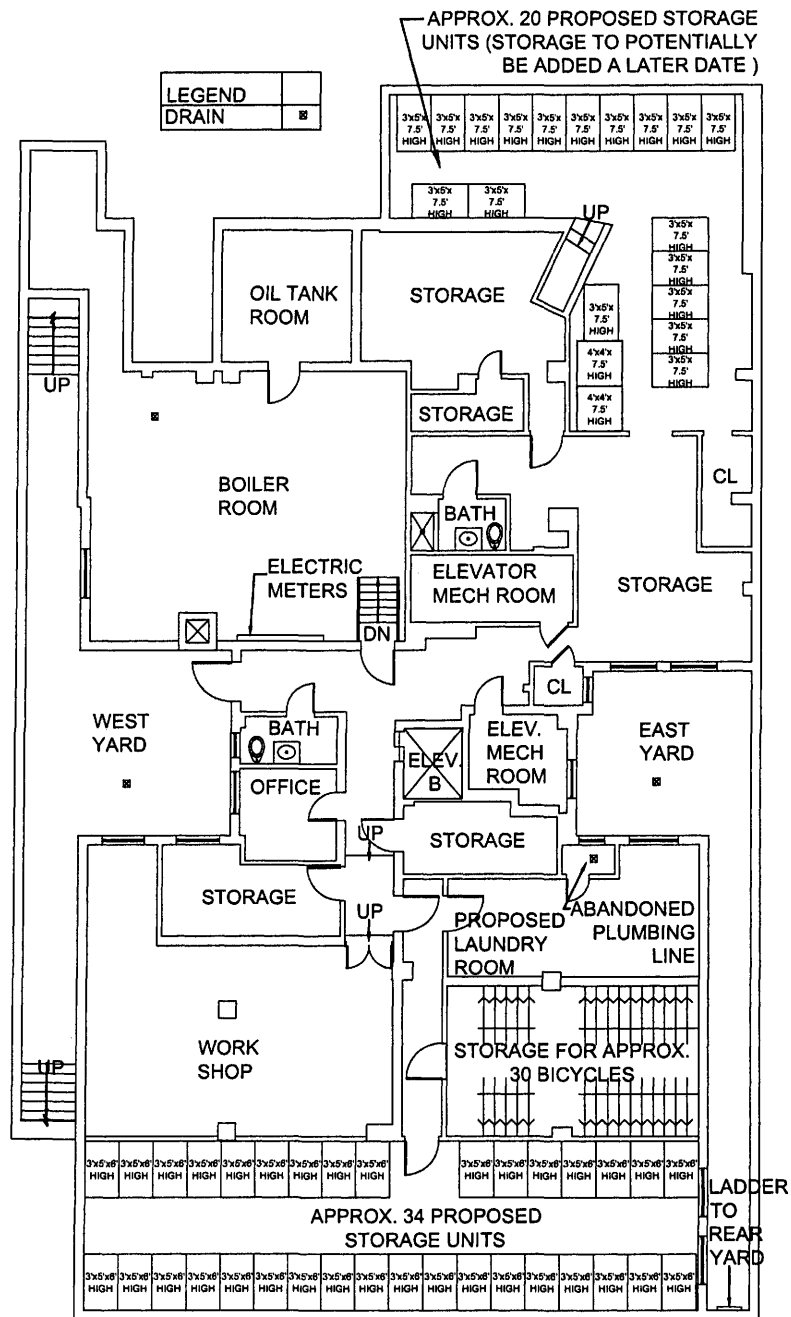
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-01



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

PROPOSED CELLAR PLAN

1/16" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

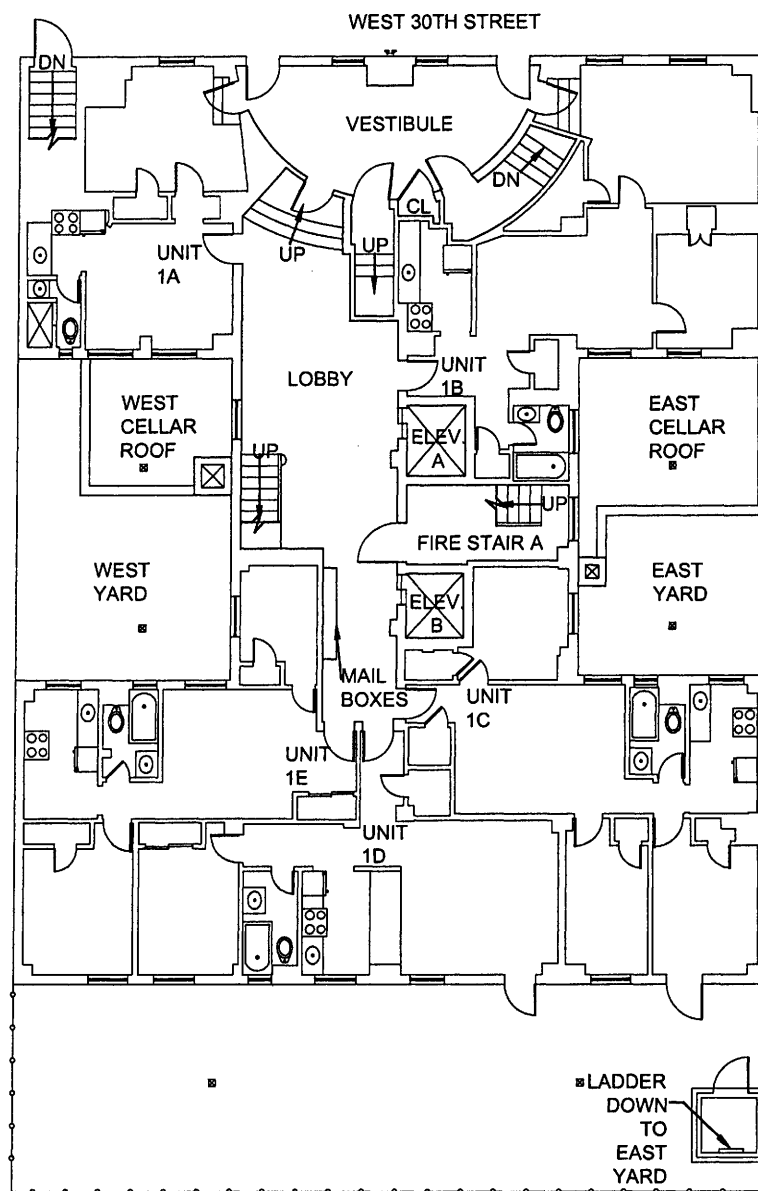
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-01A



LEGEND	
DRAIN	⊠
SIAMESE STANDPIPE	⊞



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

1ST FLOOR PLAN

1/16" = 1'-0"

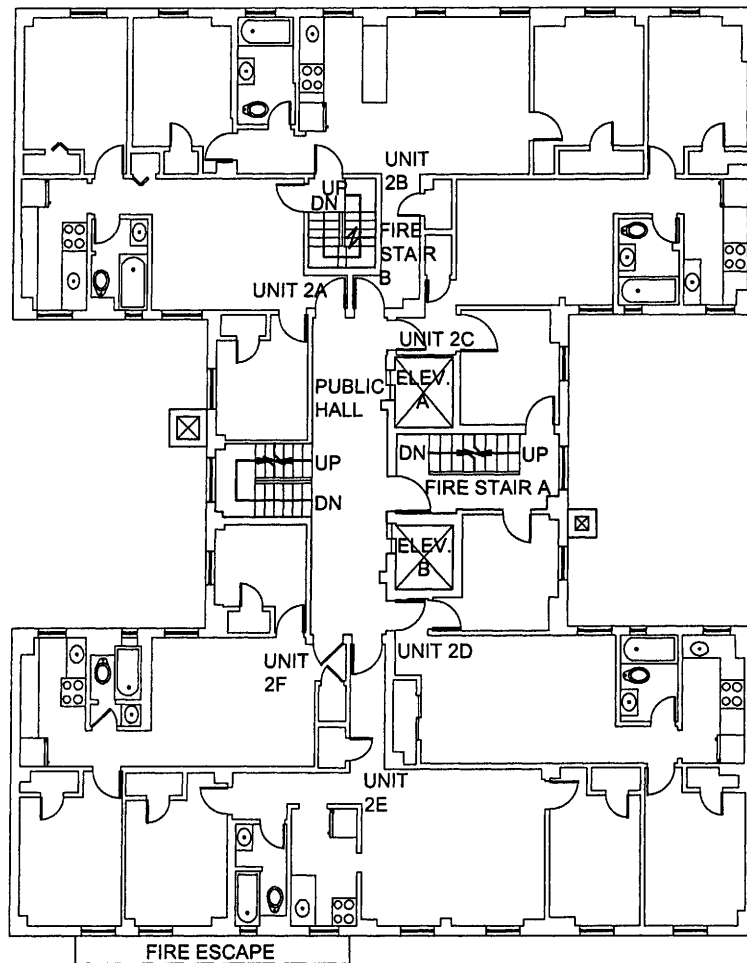
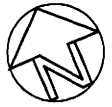
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-02



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

2ND FLOOR PLAN

1/16" = 1'-0"

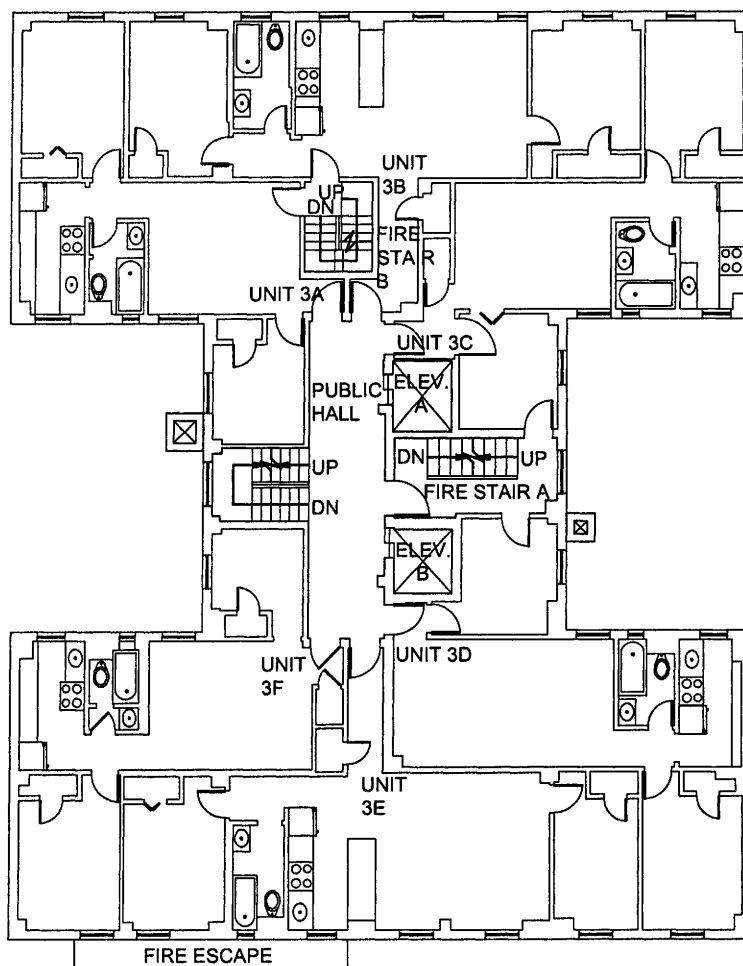
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A3-03



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

3RD FLOOR PLAN

1/16" = 1'-0"

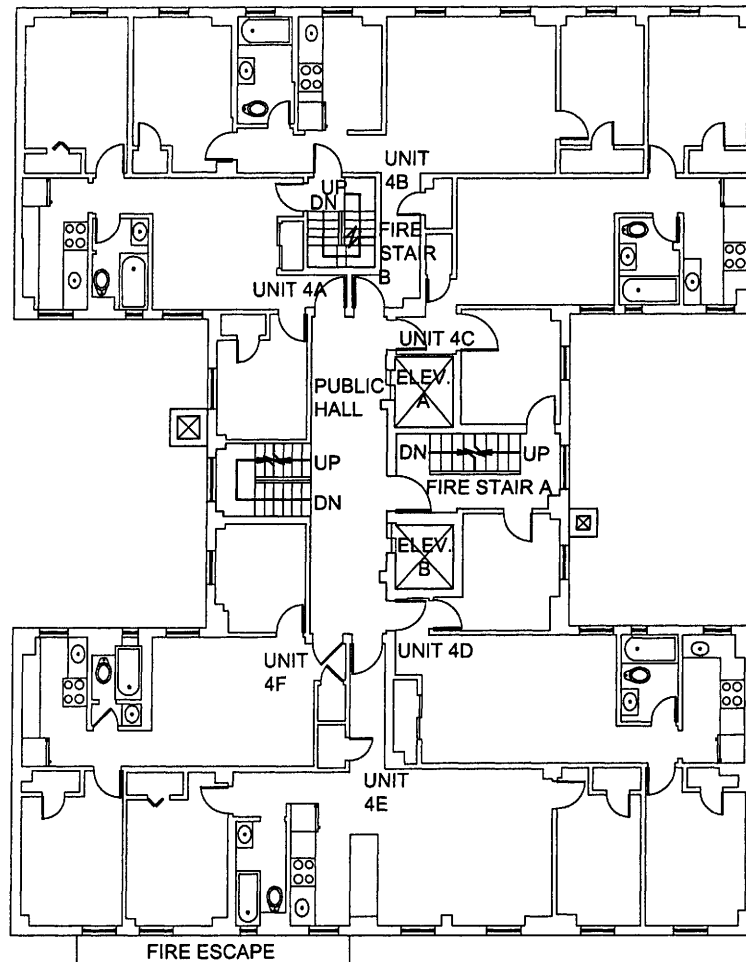
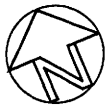
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-04



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

4TH FLOOR PLAN

1/16" = 1'-0"

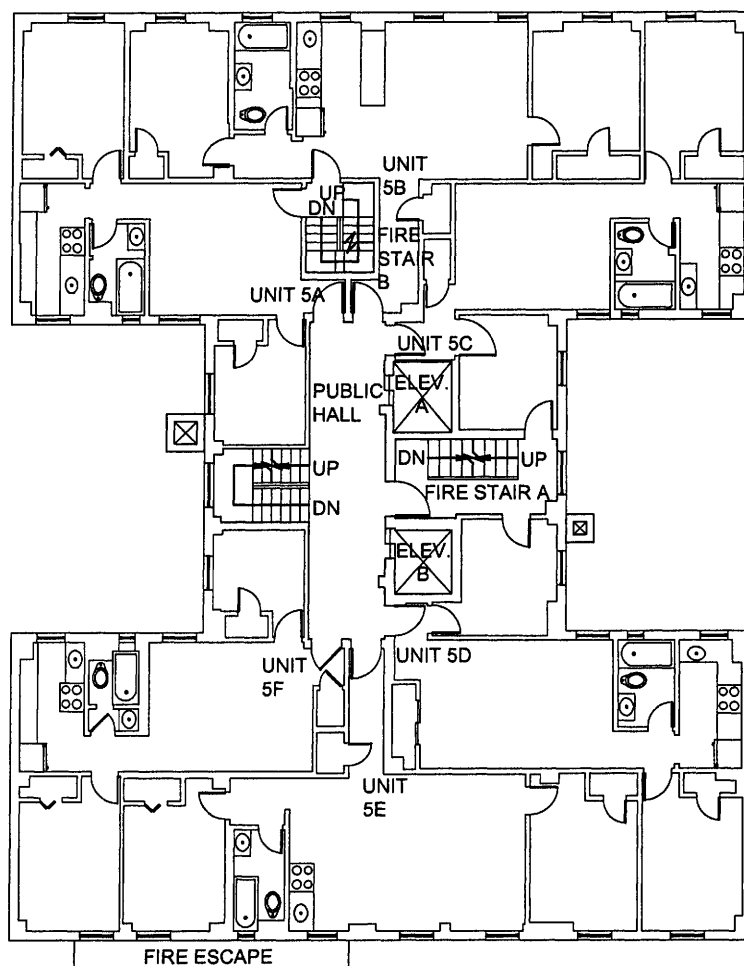
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A3-05



1

5TH FLOOR PLAN

1/16" = 1'-0"

NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

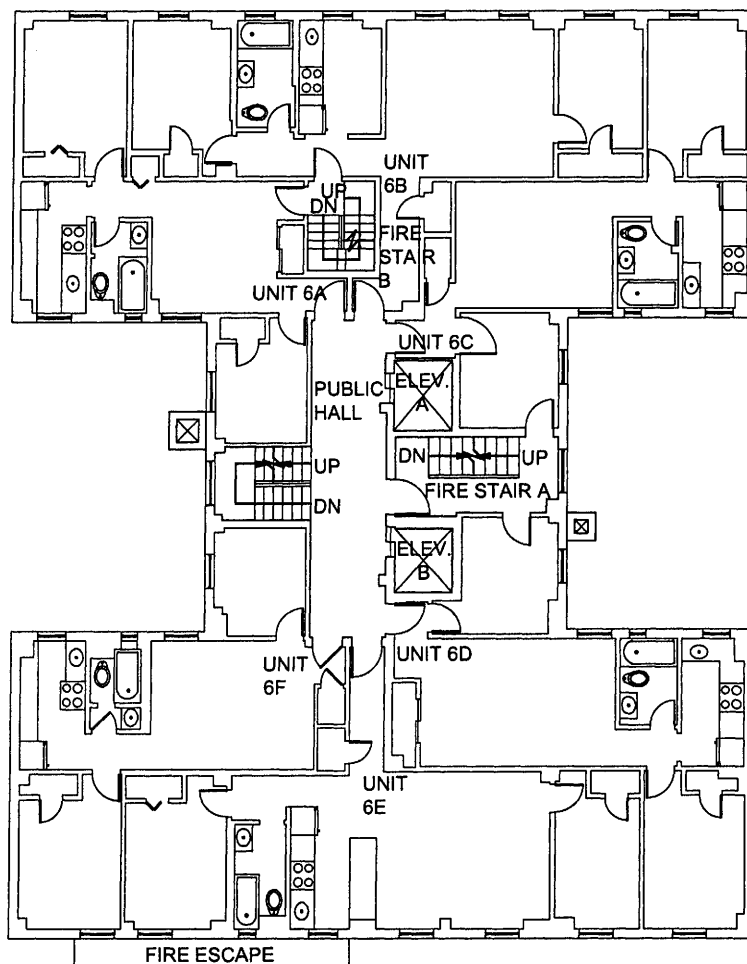
HOWARD L. ZIMMERMAN
ARCHITECTS, P. C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE:	AS NOTED	DATE:	08/21/2012
JOB No.	12-308-312 W 30th Street		
DRAWN BY:	AH	CHECKED BY:	JL

A3-06



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

6TH FLOOR PLAN

1/16" = 1'-0"

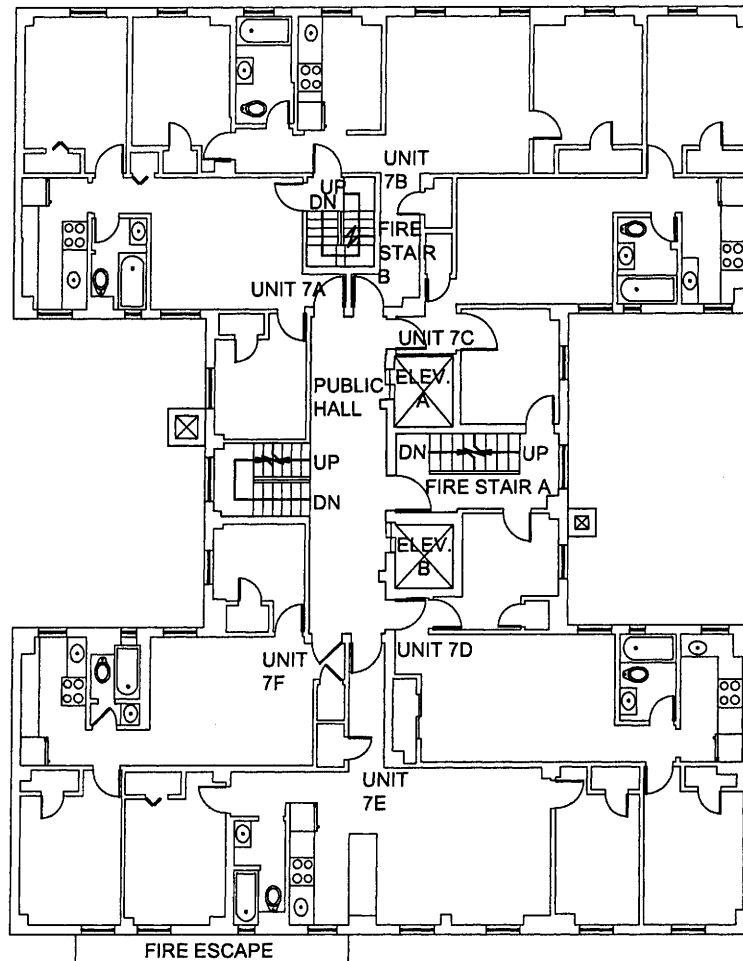
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-07



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

7TH FLOOR PLAN

1/16" = 1'-0"

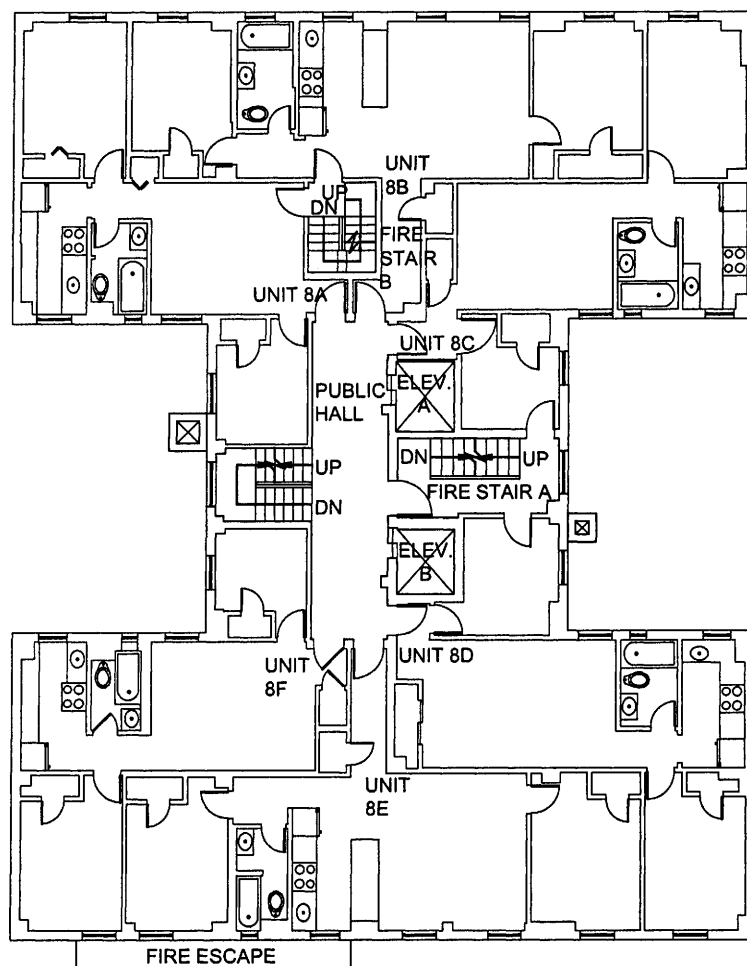
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED	DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street	
DRAWN BY: AH	CHECKED BY: JL

A3-08



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

8TH FLOOR PLAN

1/16" = 1'-0"

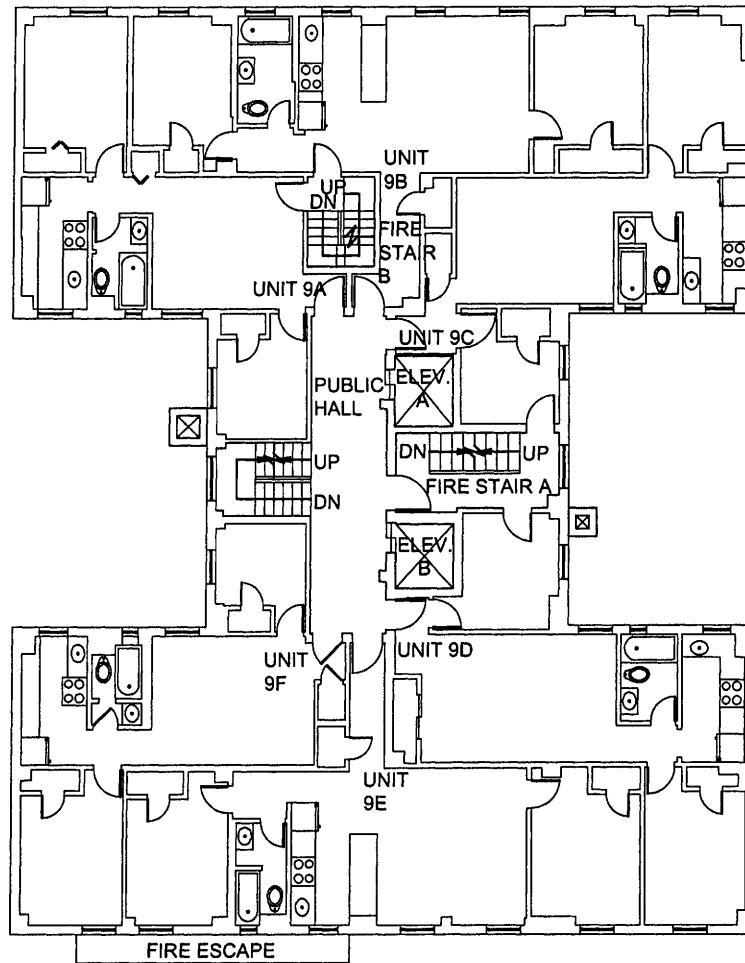
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

A3-09



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

9TH FLOOR PLAN

1/16" = 1'-0"

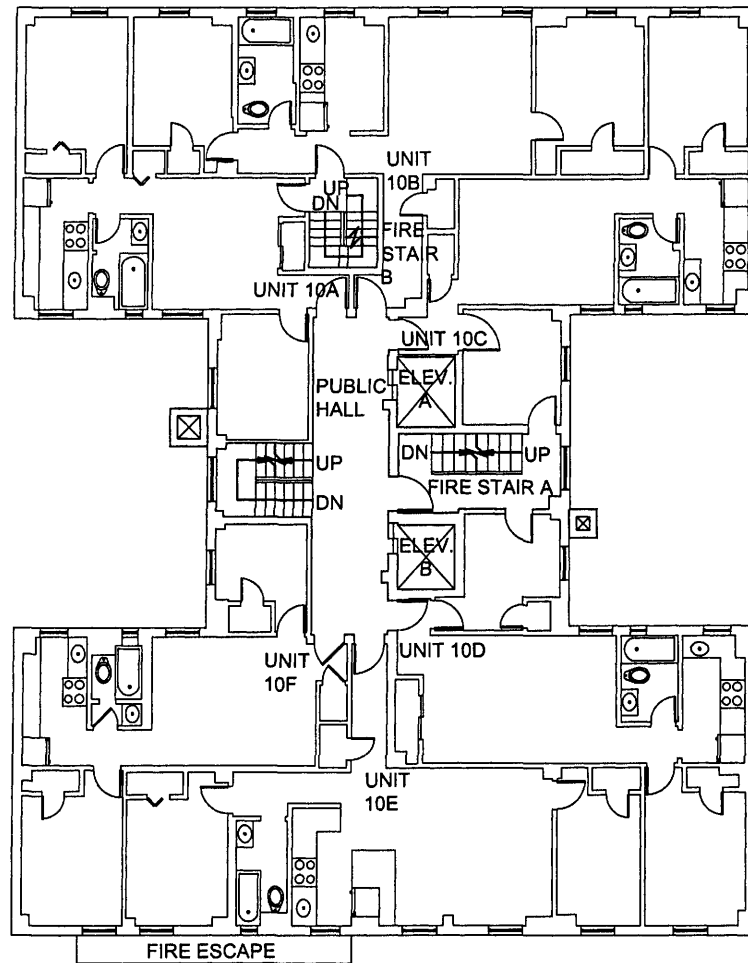
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED	DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street	
DRAWN BY: AH	CHECKED BY: JL

A3-10



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

10TH FLOOR PLAN

1/16" = 1'-0"

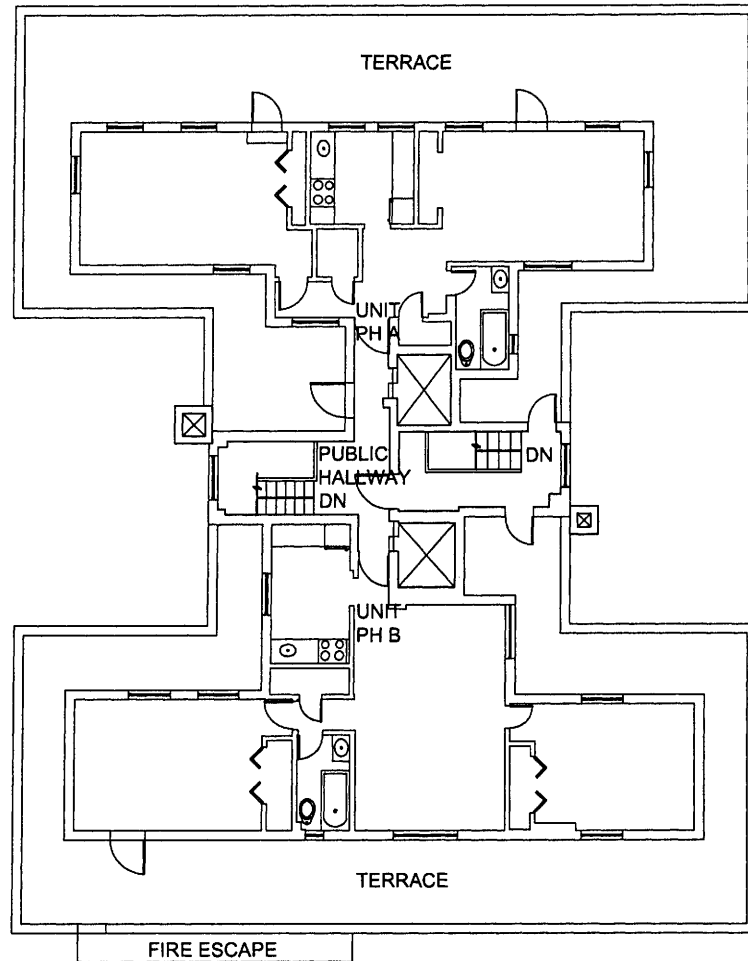
HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED	DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street	
DRAWN BY: AH	CHECKED BY: JL

A3-11



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

11TH FLOOR PLAN (PENTHOUSE)

1/16" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

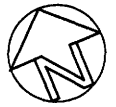
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012

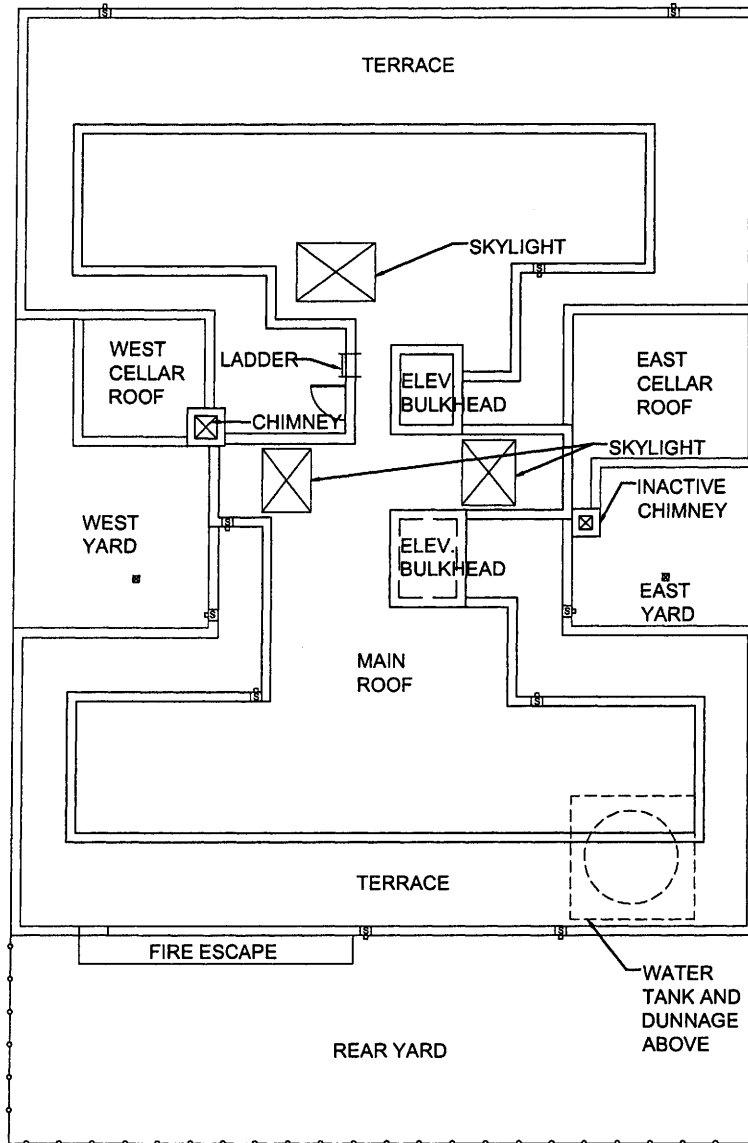
JOB No. 12-308-312 W 30th Street

DRAWN BY: AH CHECKED BY: JL

A3-12



LEGEND	
	SKYLIGHT
	CHIMNEY
	BULKHEAD
	INACTIVE CHIMNEY



NOTE:
THIS PLAN IS FOR GENERAL
INFORMATION ONLY. THE
INFORMATION SHOWN HERE IS
APPROXIMATE.

1

ROOF PLAN

1/16" = 1'-0"

HOWARD L. ZIMMERMAN
ARCHITECTS, P.C.

11 West 30th Street, New York, N.Y. 10001
Phone 212.564.9393; Fax 212.564.9032

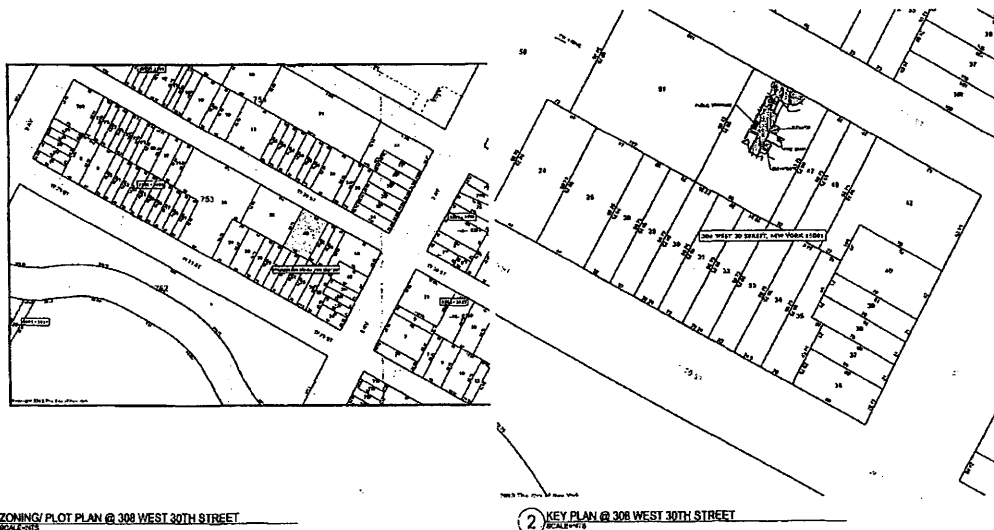
TYPICAL UNIT FLOOR PLANS & LAYOUTS
308-312 WEST 30TH STREET
NEW YORK, NEW YORK 10001

SCALE: AS NOTED DATE: 08/21/2012
JOB No. 12-308-312 W 30th Street
DRAWN BY: AH CHECKED BY: JL

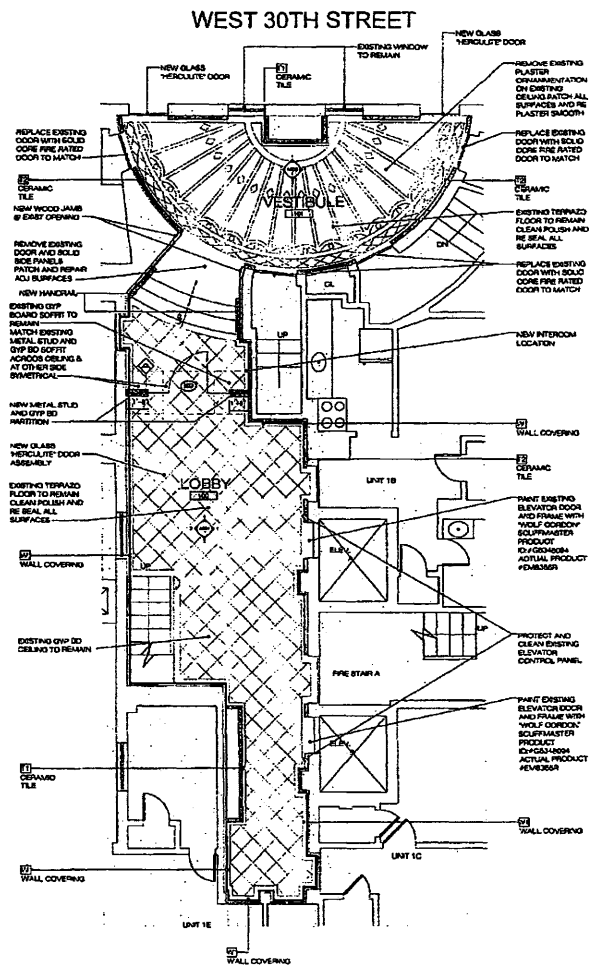
A3-13

[illegible]

BLOCK-753
LOT-48



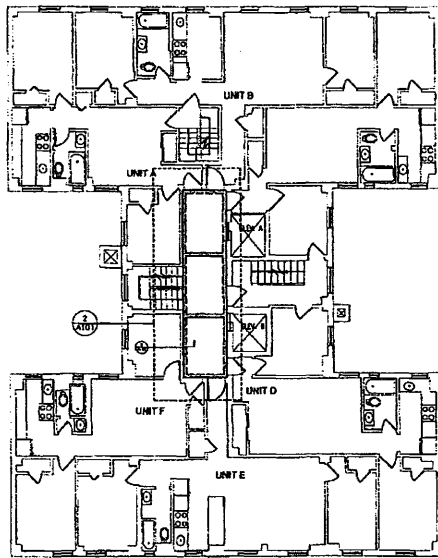
303



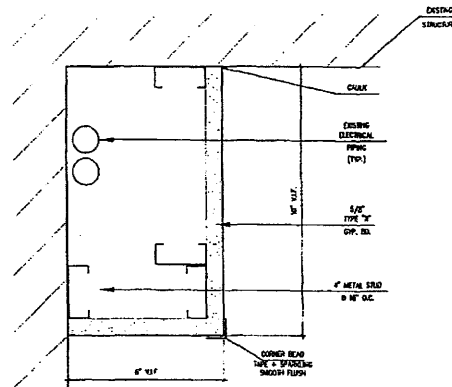
WALL FINISH LEGEND:

WALL FINISHES TO ST:
[Symbol] - CERAMIC TILE
[Symbol] - WALL COVERING
[Symbol] - CERAMIC TILE
ALL FINISHES TO BE FINE BUILT

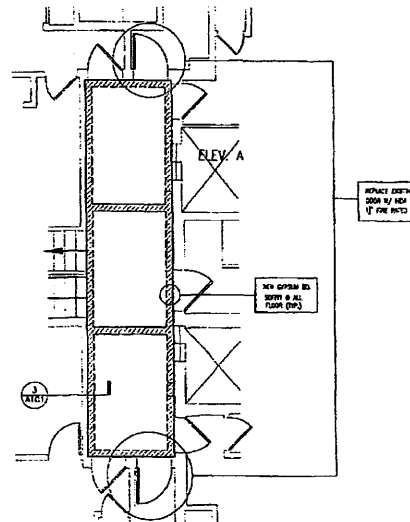
STANDARD SYMBOL LEGEND:	
[Symbol]	AREA NOT IN CONTRACT (N/C)
[Symbol]	DOOR TAG
[Symbol]	ROOM TAG
[Symbol]	WALL/FLOOR FINISH TAG
[Symbol]	EXISTING PARTITION TO BE REMOVED
[Symbol]	EXISTING PARTITION TO REMAIN AND WORK TO BE DONE IN AREA THAT IS HATCHED SOLID
[Symbol]	EXISTING DOOR AND FRAME TO BE REMOVED
[Symbol]	EXISTING DOOR AND FRAME TO REMAIN
[Symbol]	NEW DOOR AND FRAME
[Symbol]	ALIGN SURFACES
PARTITION TYPES:	
1 LAYER OF 5/8" WATER RESISTANT GYPSUM BOARD ON ONE SIDE OF 2 1/2" METAL STUDS @ 16" O.C. EXTEND FROM FLOOR TO CEILING ABOVE. Accepted for OFFICIAL #1004 Professional Certification Date: 12/12/2013 PROFESSIONAL CERTIFICATION Division of Buildings State of New York [Seal of the State of New York]	
PROJECT: BOHN ARCHITECTURE & DESIGN, P.C. 33 WEST 17TH STREET, SUITE 2S NEW YORK, NEW YORK 10011 Tel: 212 229-2800 Fax: 212 229-1078	
CLIENT: 308 WEST 30TH STREET LOBBY NEW YORK, NY	
TITLE: LOBBY FIRST FLOOR PLAN	
JOB NUMBER: C732	SCALE: [Blank]
DRAWN BY: MAA	DATE: 2.25.2013
TITLE & SYMBOLS: [Blank]	GRAPHIC SCALE: A.100.00 PAGE: 2 OF 6



110 EXISTING CONDITION PLAN @ 2ND FLOOR THRU 8TH FLOOR
SCALE: 1/8" = 1'-0"



111 SOFFIT DETAIL
SCALE: 3/4" = 1'-0"



112 PUBLIC HALL PLAN @ 2ND FLOOR THRU 8TH FLOOR
SCALE: 1/8" = 1'-0"
AREA OF WORK

STANDARD SYMBOL LEGEND:

- AREA NOT IN CONTRACT (N/C)
- DOOR TAG
- ROOM TAG
- WALL/FLOOR FINISH TAG
- EXISTING PARTITION TO BE REMOVED
- EXISTING PARTITION TO REMAIN
NO WORK TO BE DONE IN AREA THAT IS HATCHED BELOW
- EXISTING DOOR AND FRAME TO BE REMOVED
- EXISTING DOOR AND FRAME TO REMAIN
- NEW 1 1/2" FIRE RATED APT. DOOR AS REQUIRED BY NYC CODE
- ALIGN SURFACES

PARTITION TYPES:

- 1/2" METAL STUDS @ 16" O.C. EXTENDING FROM FLOOR TO CEILING ABOVE

Architect of Record
Professional Credentials

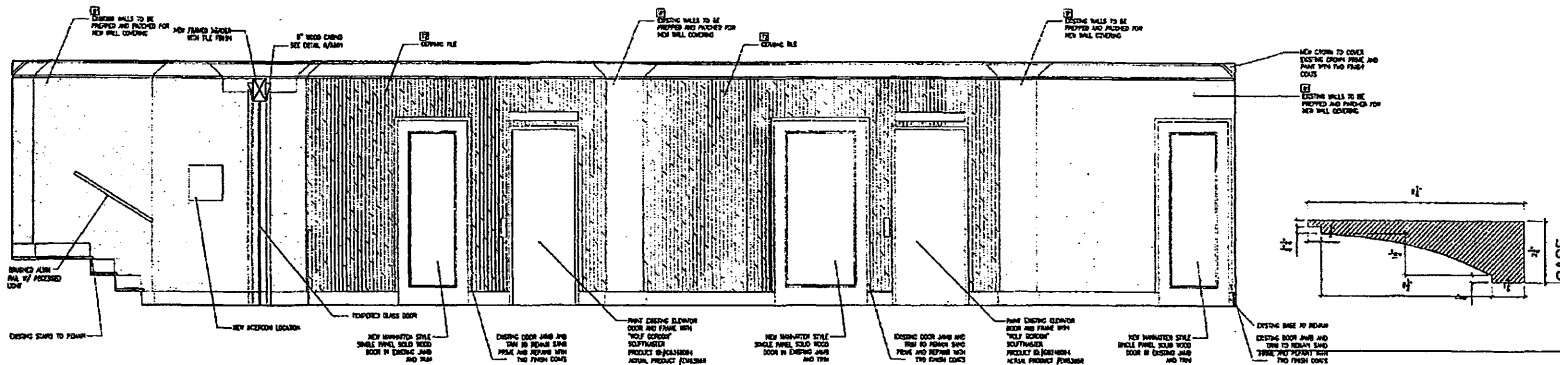
NO.	DATE	REVISION
PROFESSIONAL CERTIFICATION By: [Signature] Seal of the State of New York		

ARCHITECT
BOHN ARCHITECTURE
& DESIGN, P.C.
33 WEST 17TH STREET, SUITE 2S
NEW YORK, NEW YORK 10011
tel. 212 229.2800 fax 212 229.1078

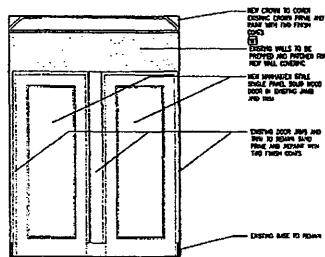
CLIENT
308 WEST
30TH STREET LOBBY
NEW YORK, NY

TITLE
LOBBY TYP. FLOOR PLAN

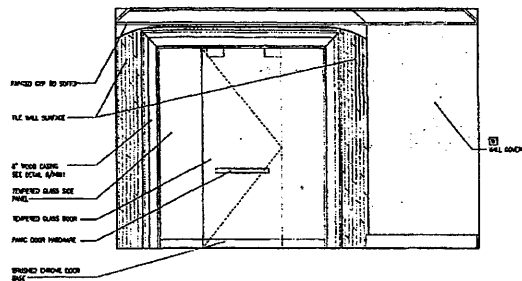
228-10001 C732	DATE 2.25.2013
DRAWN BY MAA	DATE 2.25.2013
SCALE & NUMBER A.101.00	PAGE 3 OF 6



1 LOBBY ELEVATION
SCALE: 1/2" = 1'-0"

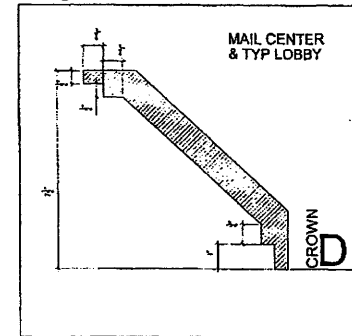


2 LOBBY ELEVATION
SCALE: 1/4" = 1'-0"

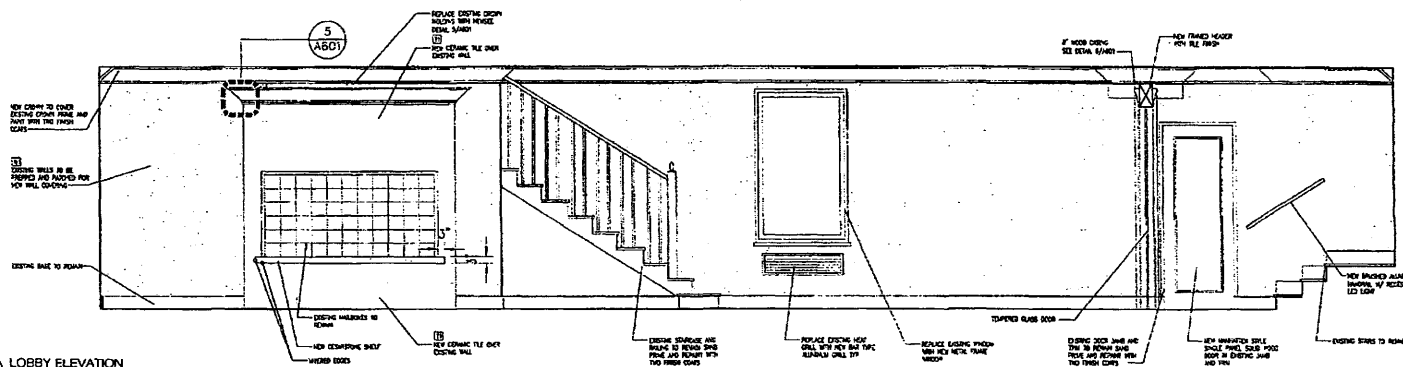


3 LOBBY ELEVATION
SCALE: 1/4" = 1'-0"

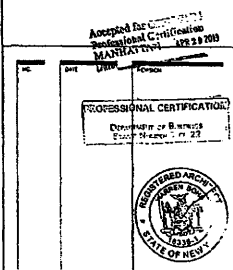
DOOR CASING @ NEW GLASS DOORWAY
SCALE: 3/4" = 1'-0"



MAIL COUNTER & TYP LOBBY CROWN MOLDING
SCALE: 3/4" = 1'-0"



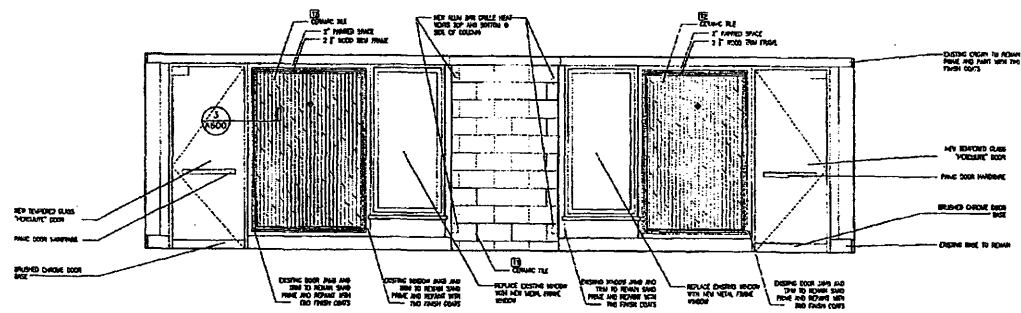
4 LOBBY ELEVATION
SCALE: 1/2" = 1'-0"



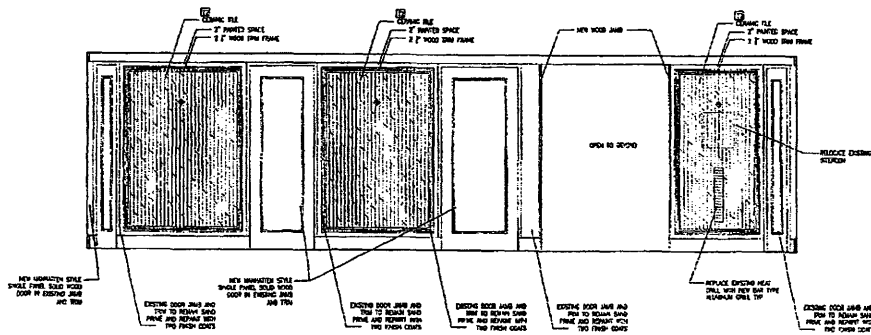
BOHN ARCHITECTURE & DESIGN, P.C.
33 WEST 17TH STREET, SUITE 2S
NEW YORK, NEW YORK 10011
tel. 212 229.2800 fax 212 229.1078

308 WEST 30TH STREET LOBBY
NEW YORK, NY

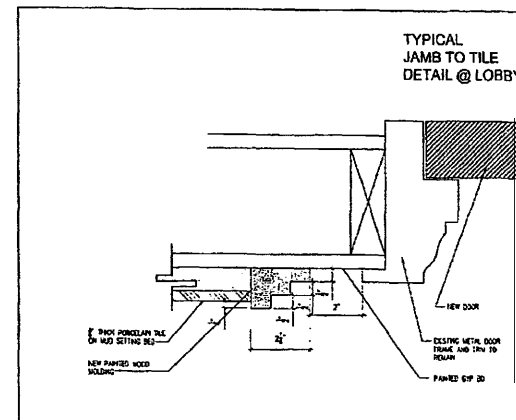
FILE	
LOBBY ELEVATIONS	
JOB NUMBER C732	DATE 2.25.2013
GROUP BY MAA	DATE 2.25.2013
SIN & SIGNATURE	AMOUNT A.600.00
	PAGE 5 OF 6



VESTIBULE ELEVATION
SCALE: 1/4\"/>



VESTIBULE ELEVATION
SCALE: 1/4\"/>



TILE & MOLDING DETAIL
SCALE: 3/4\"/>

Professional Seal
MANHATTAN
DATE: 12/27/2013

PROFESSIONAL CERTIFICATION
DEPARTMENT OF BUILDINGS
SEAL NUMBER: 1 OF 22

NO.	DATE	REVISION



BOHN ARCHITECTURE
& DESIGN, P.C.
33 WEST 17TH STREET, SUITE 2S
NEW YORK, NEW YORK 10011
tel. 212 229.2800 fax 212 229.1078

308 WEST
30TH STREET LOBBY
NEW YORK, NY

FILE
VESTIBULE ELEVATIONS

JOB NUMBER C732	SCALE
DESIGNED BY MAA	DATE 2.25.2013
SEALED & SIGNED	CHECK NUMBER A.601.00
	PAGE 6 OF 6

WEST JAY REALTY LLC.
300 - 3RD AVENUE SOUTH STREET
NEW YORK, NY 10003

TEL.
FAX

ARCHITECT
MATT MARROWITZ ARCHITECT, P.A.
320 5TH AVENUE, SUITE 1800
NEW YORK, NY 10007

TEL 212-662-0494
FAX 212-667-4909

NOTES / LEGEND

SYMBOL	DESCRIPTION
	100% WALL, 20 LB PRESSURE
	100% WALL, 10 LB PRESSURE
	100% WALL, 5 LB PRESSURE
	100% WALL, 2 LB PRESSURE
	100% WALL, 1 LB PRESSURE
	100% WALL, 0.5 LB PRESSURE
	100% WALL, 0.2 LB PRESSURE
	100% WALL, 0.1 LB PRESSURE
	100% WALL, 0.05 LB PRESSURE
	100% WALL, 0.02 LB PRESSURE
	100% WALL, 0.01 LB PRESSURE
	100% WALL, 0.005 LB PRESSURE
	100% WALL, 0.002 LB PRESSURE
	100% WALL, 0.001 LB PRESSURE
	100% WALL, 0.0005 LB PRESSURE
	100% WALL, 0.0002 LB PRESSURE
	100% WALL, 0.0001 LB PRESSURE
	100% WALL, 0.00005 LB PRESSURE
	100% WALL, 0.00002 LB PRESSURE
	100% WALL, 0.00001 LB PRESSURE
	100% WALL, 0.000005 LB PRESSURE
	100% WALL, 0.000002 LB PRESSURE
	100% WALL, 0.000001 LB PRESSURE
	100% WALL, 0.0000005 LB PRESSURE
	100% WALL, 0.0000002 LB PRESSURE
	100% WALL, 0.0000001 LB PRESSURE
	100% WALL, 0.00000005 LB PRESSURE
	100% WALL, 0.00000002 LB PRESSURE
	100% WALL, 0.00000001 LB PRESSURE
	100% WALL, 0.000000005 LB PRESSURE
	100% WALL, 0.000000002 LB PRESSURE
	100% WALL, 0.000000001 LB PRESSURE
	100% WALL, 0.0000000005 LB PRESSURE
	100% WALL, 0.0000000002 LB PRESSURE
	100% WALL, 0.0000000001 LB PRESSURE
	100% WALL, 0.00000000005 LB PRESSURE
	100% WALL, 0.00000000002 LB PRESSURE
	100% WALL, 0.00000000001 LB PRESSURE
	100% WALL, 0.000000000005 LB PRESSURE
	100% WALL, 0.000000000002 LB PRESSURE
	100% WALL, 0.000000000001 LB PRESSURE
	100% WALL, 0.0000000000005 LB PRESSURE
	100% WALL, 0.0000000000002 LB PRESSURE
	100% WALL, 0.0000000000001 LB PRESSURE
	100% WALL, 0.00000000000005 LB PRESSURE
	100% WALL, 0.00000000000002 LB PRESSURE
	100% WALL, 0.00000000000001 LB PRESSURE
	100% WALL, 0.000000000000005 LB PRESSURE
	100% WALL, 0.000000000000002 LB PRESSURE
	100% WALL, 0.000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.000000000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000000000002 LB PRESSURE
	100% WALL, 0.0000000000000000000000000000000000000000001 LB PRESSURE
	100% WALL, 0.00000000000000000000000000000000000000000005 LB PRESSURE
	100% WALL, 0.000000000000000000000000000

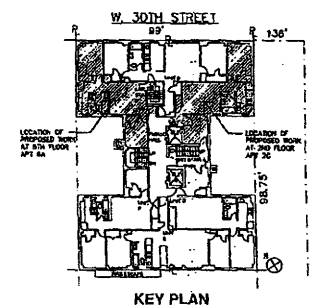
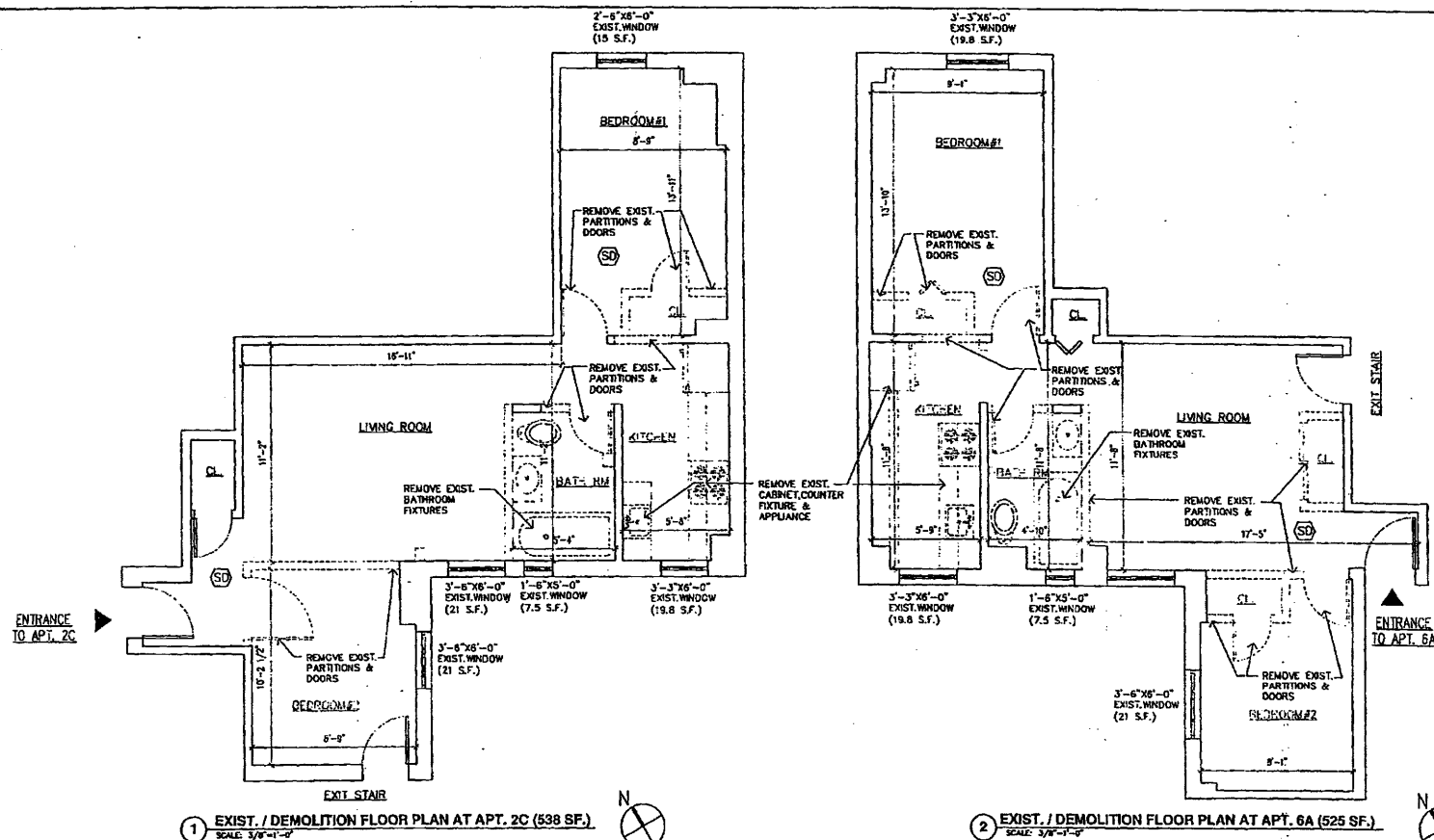


DATE	FILE	REMARKS
10-1-68		

EXIST./DEMOLITION
FLOOR PLAN AT
APT. 2C & 6A

STATION _____
 DATE _____
 COUNTY _____
 CHECKED BY _____
 RATE _____
 PER MIL _____

A-100.00



SYMBOL	DESCRIPTION
	100% DUTY CYCLE
	50% DUTY CYCLE
	25% DUTY CYCLE
	12.5% DUTY CYCLE
	6.25% DUTY CYCLE
	3.125% DUTY CYCLE
	1.5625% DUTY CYCLE
	0.78125% DUTY CYCLE
	0.390625% DUTY CYCLE
	0.1953125% DUTY CYCLE
	0.09765625% DUTY CYCLE
	0.048828125% DUTY CYCLE
	0.0244140625% DUTY CYCLE
	0.01220703125% DUTY CYCLE
	0.006103515625% DUTY CYCLE
	0.0030517578125% DUTY CYCLE
	0.00152587890625% DUTY CYCLE
	0.000762939453125% DUTY CYCLE
	0.0003814697265625% DUTY CYCLE
	0.00019073486328125% DUTY CYCLE
	0.000095367431640625% DUTY CYCLE
	0.0000476837158203125% DUTY CYCLE
	0.00002384185791015625% DUTY CYCLE
	0.000011920928955078125% DUTY CYCLE
	0.0000059604644775390625% DUTY CYCLE
	0.00000298023223876953125% DUTY CYCLE
	0.000001490116119384765625% DUTY CYCLE
	0.0000007450580596923828125% DUTY CYCLE
	0.00000037252902984619140625% DUTY CYCLE
	0.000000186264514923095703125% DUTY CYCLE
	0.0000000931322574615478515625% DUTY CYCLE
	0.00000004656612873077392578125% DUTY CYCLE
	0.000000023283064365386962890625% DUTY CYCLE
	0.0000000116415321826934814453125% DUTY CYCLE
	0.00000000582076609134674072265625% DUTY CYCLE
	0.000000002910383045673370361328125% DUTY CYCLE
	0.0000000014551915228366851806640625% DUTY CYCLE
	0.00000000072759576141834259033203125% DUTY CYCLE
	0.000000000363797880709171295166015625% DUTY CYCLE
	0.0000000001818989403545856475830078125% DUTY CYCLE
	0.00000000009094947017729282379150390625% DUTY CYCLE
	0.000000000045474735088646411895751953125% DUTY CYCLE
	0.0000000000227373675443232059478759765625% DUTY CYCLE
	0.00000000001136868377216160297393798828125% DUTY CYCLE
	0.000000000005684341886080801486968994140625% DUTY CYCLE
	0.0000000000028421709430404007434844970703125% DUTY CYCLE
	0.00000000000142108547152020037174224853515625% DUTY CYCLE
	0.000000000000710542735760100185871124267578125% DUTY CYCLE
	0.0000000000003552713678800500929355621337890625% DUTY CYCLE



9-POW AND POWERS

PLAYERS

NAME SS NO

WASH ST

POWERS ST

WTS 1-10-00

NO 30

A-101.00



DOOR SCHEDULE			
NO.	SIZE	REMARKS	B/S
(A)	2'-0" X 7'-0"	SOLID WOOD DOOR & WOOD FRAME	
(B)	2'-0" X 7'-0"	SOLID WOOD DOOR & WOOD FRAME BATHROOM DOOR	
(C)	2'-0" X 6'-0"	SOLID WOOD DOOR & WOOD FRAME CLOSET DOOR	-
(E)	COSTING DOOR TO BEHOLD		

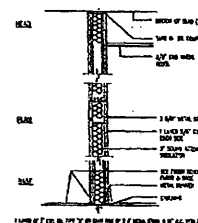
NOTE: NEW HARDWARE TO BE ADA COMPLIANT - APPROXIMATE
 AS SHOWN, BY BALDWIN LOCKS, REFER TO MANUF. FOR SPECIFICATIONS

NOTE: NEW HARDWARE TO BE ADA COMPLIANT HARDWARE
AS NAMPF. BY BALDWIN LOOKS REFER TO NAMPF FOR SPECIFICATIONS

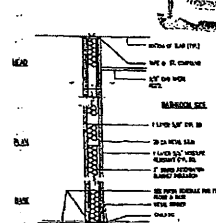
ALL HARDWARE SHALL BE HEAVY DUTY RESIDENTIAL GRADE AS APPROVED BY OWNERSHIP WITH HEAVY DUTY LOCKSETS. HARDWARE SHALL BE REPLACED ON ALL NEW DOORS AS INDICATED

SCHEDULE: ALL DOORS TO HAVE:
CLOSER IF REQUIRED
3 SILENCERS

1. REMOVE AND REPLACE EXIST. PARTITIONS AS INDICATED.
2. REMOVE LOOSE AND DAMAGED PAINT, PLASTER AND FINISHES.
3. PATCH AND PAINT ALL WALLS & CEILINGS THROUGHOUT APT. AS REQUIRED.
4. INSTALL NEW PARTITIONS & DOORS AS INDICATED..
5. REMOVE AND INSTALL NEW KITCHEN & BATHROOM CABINET, FIXTURE AND APPLIANCES AS INDICATED.



① 1 HR RATED PARTITION ①
NOT TO SCALE



2 BATHROOM WALL
NOT TO SCALE

FIGURE 1 Construction of composite road surface.

A Existing road surface, 100mm compacted subgrade, 100mm compacted base, 100mm compacted surface.

B 100mm compacted subgrade, 100mm compacted base, 100mm compacted surface.

C 100mm compacted subgrade, 100mm compacted base, 100mm compacted surface.

D 100mm compacted subgrade, 100mm compacted base, 100mm compacted surface.

E 100mm compacted subgrade, 100mm compacted base, 100mm compacted surface.

F 100mm compacted subgrade, 100mm compacted base, 100mm compacted surface.

1 CERAMIC TILE INSTALLATION DETAILS

A detailed cross-sectional diagram of a bathtub curb assembly. The diagram shows a bathtub (labeled 'BATHTUB') resting on a 'TUB HANGER OR END GRAN WOOD BLOCK'. This block is supported by a 'WOOD OR METAL STUD'. The assembly is surrounded by 'CEMENTITIOUS BACKER UNIT' and 'LATEX PORTLAND CEMENT MORTAR'. A 'FLEXIBLE SEALANT' is applied at the joint between the tub and the backer unit. The top surface is finished with 'CERAMIC TILE'. A dimension line indicates a height of $\frac{1}{4}$ inch for a specific part of the assembly. A note at the bottom states 'FIREPROOFING WHEN REQUIRED'.

- CERAMIC TILE
- LATEX PORTLAND CEMENT MORTAR
- CEMENTITIOUS BACKER UNIT
- WOOD OR METAL STUD
- FLEXIBLE SEALANT
- TUB HANGER OR END GRAN WOOD BLOCK
- BATHTUB
- FIREPROOFING WHEN REQUIRED

A cross-sectional diagram of a shower pan assembly. The diagram shows a vertical wall on the left and a horizontal shower pan. The wall assembly consists of a ceramic tile on the exterior, followed by a layer of dry-set or latex portland cement mortar, then a cementitious backer unit, and finally a wood or metal stud. The shower pan assembly consists of a tiled shower receptor on top of a wood or metal stud, which is supported by a cementitious backer unit. The entire assembly is set in a dry-set or latex portland cement mortar. Labels with leader lines point to each of these components.

- CERAMIC TILE
- DRY-SET OR LATEX PORTLAND CEMENT MORTAR
- CEMENTITIOUS BACKER UNIT
- WOOD OR METAL STUD
- TILED SHOWER RECEPTOR

A cross-sectional diagram of a floor threshold. It shows a horizontal threshold with a wavy pattern, resting on a base. To the left is a thick layer of mortar bed, topped with a row of ceramic tiles. To the right is the adjacent floor, also shown with a row of ceramic tiles. Labels with leader lines point to the 'CERAMIC TILE', 'MORTAR BED', 'THRESHOLD', and 'ADJACENT FLOOR'.

2 HINGE STANDARDS

WEST 30 REALTY LLC
308 - 312 WEST 30TH STREET
NEW YORK, NY 10001

TEL
FAX

MATT MARKOWITZ BROKER
308 312 AVENUE, SUITE 100
NEW YORK, NY 10007

TEL 212-492-0466
FAX 212-492-1428

SYMBOL	DESCRIPTION
	WALL LINE TO BE REMOVED
	CEILING DASH TO REMAIN
	NEW PARTIAL WALL
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN
	NEW PARTIAL WALL TO BE REMOVED
	EXISTING PARTIAL WALL TO REMAIN

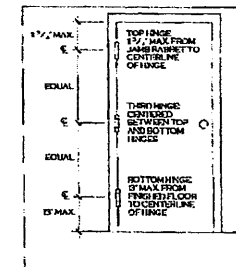
4 PLUMBING RISER DIAGRAMS

5 ACCESSIBLE COMPLIANCE DETAILS FOR ADAPTABILITY
NOT TO SCALE

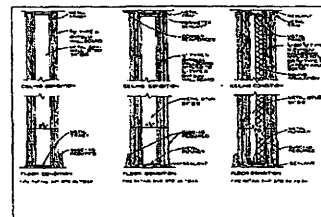
1-82-AM 200 10/10/78

100-443887-100

A-200.00



2 HINGE STANDARDS



3 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE

ENERGY ANALYSIS FOR ALTERATION II - CLIMATE ZONE4

WORK ITEMS	PROPOSED DESIGNED VALUES	CODE PRESCRIBED VALUE & CITATION
ENVELOPE, WINDOWS, DOORS, STORE FRONT, BASEMENT	NA	NA
INTERIOR PARTITIONS BETWEEN CONDITIONED CORRIDOR AND CONDITIONED APARTMENT	NA	NA
PIPING INSULATION	NA	NA
INTERIOR LIGHTING	NA	NA

NO CHANGE IN BUILDING ENVELOPE, INTERIOR PARTITIONS, PLUMBING,
ELECTRICAL, OR MECHANICAL UNDER THIS APPLICATION.

[illegible]

DATE _____ FILED _____
 JUNE 1964
 JUNE 1964
 MISCELLANEOUS
 DETAILS

D-10457 AND P10000

PC:00000

BEAR: 0-2 4-20

W-123 30

CHUCKED 111

HAIR: 0-22-0000

JOY 100

A-200.00

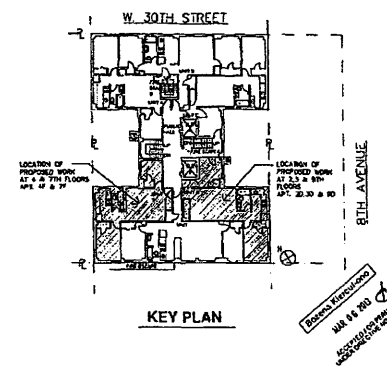
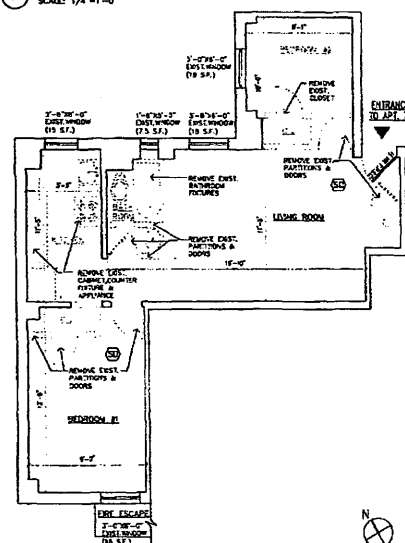
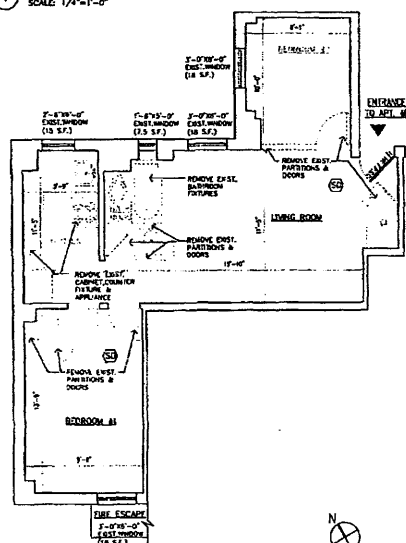
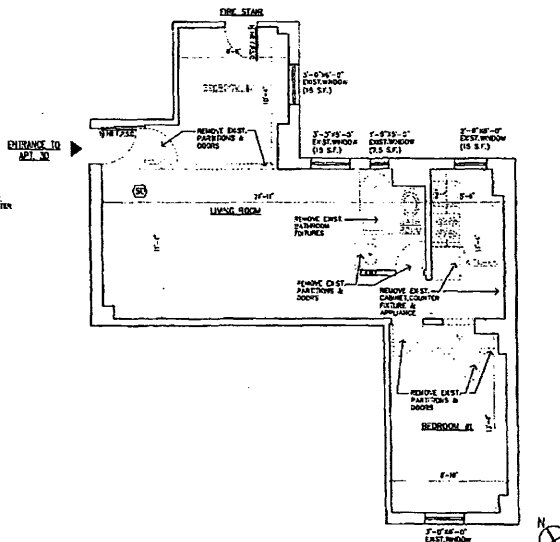
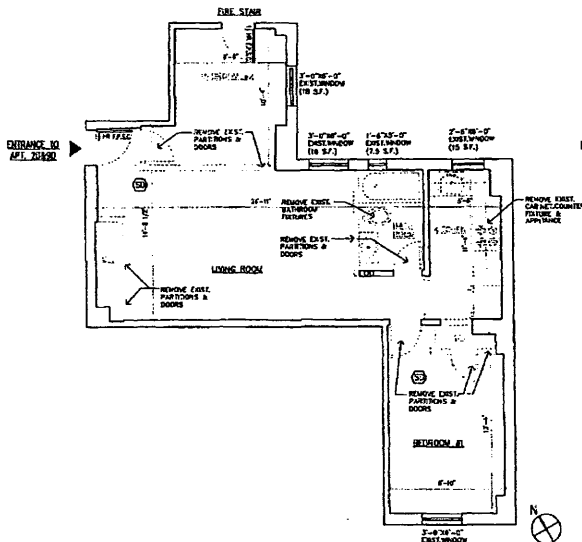
**ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001**

OWNER
WEST 30 REALTY LLC
308 - 2.2 ACRES 30TH STREET
N.Y.C. 10001, N.Y. 10001

ARCHITECT
MATTY MARGOLITZ ARCHITECT P.C.
200 5TH AVENUE, SUITE 1200
NEW YORK, NY 10001

TEL: 212-693-1200
FAX: 212-693-1200

- NOTES / LEGEND**
- 1. DEMOLITION
 - 2. NEW WALL 1/2" THICK
 - 3. EXISTING WALL 1/2" THICK
 - 4. NEW WALL 1/2" THICK
 - 5. EXISTING WALL 1/2" THICK
 - 6. NEW WALL 1/2" THICK
 - 7. EXISTING WALL 1/2" THICK
 - 8. NEW WALL 1/2" THICK
 - 9. EXISTING WALL 1/2" THICK
 - 10. NEW WALL 1/2" THICK
 - 11. EXISTING WALL 1/2" THICK
 - 12. NEW WALL 1/2" THICK
 - 13. EXISTING WALL 1/2" THICK
 - 14. NEW WALL 1/2" THICK
 - 15. EXISTING WALL 1/2" THICK
 - 16. NEW WALL 1/2" THICK
 - 17. EXISTING WALL 1/2" THICK
 - 18. NEW WALL 1/2" THICK
 - 19. EXISTING WALL 1/2" THICK
 - 20. NEW WALL 1/2" THICK
 - 21. EXISTING WALL 1/2" THICK
 - 22. NEW WALL 1/2" THICK
 - 23. EXISTING WALL 1/2" THICK
 - 24. NEW WALL 1/2" THICK
 - 25. EXISTING WALL 1/2" THICK
 - 26. NEW WALL 1/2" THICK
 - 27. EXISTING WALL 1/2" THICK
 - 28. NEW WALL 1/2" THICK
 - 29. EXISTING WALL 1/2" THICK
 - 30. NEW WALL 1/2" THICK
 - 31. EXISTING WALL 1/2" THICK
 - 32. NEW WALL 1/2" THICK
 - 33. EXISTING WALL 1/2" THICK
 - 34. NEW WALL 1/2" THICK
 - 35. EXISTING WALL 1/2" THICK
 - 36. NEW WALL 1/2" THICK
 - 37. EXISTING WALL 1/2" THICK
 - 38. NEW WALL 1/2" THICK
 - 39. EXISTING WALL 1/2" THICK
 - 40. NEW WALL 1/2" THICK
 - 41. EXISTING WALL 1/2" THICK
 - 42. NEW WALL 1/2" THICK
 - 43. EXISTING WALL 1/2" THICK
 - 44. NEW WALL 1/2" THICK
 - 45. EXISTING WALL 1/2" THICK
 - 46. NEW WALL 1/2" THICK
 - 47. EXISTING WALL 1/2" THICK
 - 48. NEW WALL 1/2" THICK
 - 49. EXISTING WALL 1/2" THICK
 - 50. NEW WALL 1/2" THICK
 - 51. EXISTING WALL 1/2" THICK
 - 52. NEW WALL 1/2" THICK
 - 53. EXISTING WALL 1/2" THICK
 - 54. NEW WALL 1/2" THICK
 - 55. EXISTING WALL 1/2" THICK
 - 56. NEW WALL 1/2" THICK
 - 57. EXISTING WALL 1/2" THICK
 - 58. NEW WALL 1/2" THICK
 - 59. EXISTING WALL 1/2" THICK
 - 60. NEW WALL 1/2" THICK
 - 61. EXISTING WALL 1/2" THICK
 - 62. NEW WALL 1/2" THICK
 - 63. EXISTING WALL 1/2" THICK
 - 64. NEW WALL 1/2" THICK
 - 65. EXISTING WALL 1/2" THICK
 - 66. NEW WALL 1/2" THICK
 - 67. EXISTING WALL 1/2" THICK
 - 68. NEW WALL 1/2" THICK
 - 69. EXISTING WALL 1/2" THICK
 - 70. NEW WALL 1/2" THICK
 - 71. EXISTING WALL 1/2" THICK
 - 72. NEW WALL 1/2" THICK
 - 73. EXISTING WALL 1/2" THICK
 - 74. NEW WALL 1/2" THICK
 - 75. EXISTING WALL 1/2" THICK
 - 76. NEW WALL 1/2" THICK
 - 77. EXISTING WALL 1/2" THICK
 - 78. NEW WALL 1/2" THICK
 - 79. EXISTING WALL 1/2" THICK
 - 80. NEW WALL 1/2" THICK
 - 81. EXISTING WALL 1/2" THICK
 - 82. NEW WALL 1/2" THICK
 - 83. EXISTING WALL 1/2" THICK
 - 84. NEW WALL 1/2" THICK
 - 85. EXISTING WALL 1/2" THICK
 - 86. NEW WALL 1/2" THICK
 - 87. EXISTING WALL 1/2" THICK
 - 88. NEW WALL 1/2" THICK
 - 89. EXISTING WALL 1/2" THICK
 - 90. NEW WALL 1/2" THICK
 - 91. EXISTING WALL 1/2" THICK
 - 92. NEW WALL 1/2" THICK
 - 93. EXISTING WALL 1/2" THICK
 - 94. NEW WALL 1/2" THICK
 - 95. EXISTING WALL 1/2" THICK
 - 96. NEW WALL 1/2" THICK
 - 97. EXISTING WALL 1/2" THICK
 - 98. NEW WALL 1/2" THICK
 - 99. EXISTING WALL 1/2" THICK
 - 100. NEW WALL 1/2" THICK



EXIST. / DEMOLITION
FLOOR PLAN AT
APT. 2D, 3D, 9D, 4F & 7F
1-1000 AND 1000

PLAN
DATE: 10-10-00
SCALE: 1/4"=1'-0"
SHEET NO. 1
SHEET TOTAL: 1

A-100.00

**ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001**

OWNER
WEST 30 REALTY LLC
200 WEST 30TH ST. 10TH FLOOR
NEW YORK, NY 10001

ARCHITECT
BATT HARDWARE ARCHITECT, P.C.
300 E. 42ND ST. 10TH FLOOR
NEW YORK, NY 10017
TEL: 212-697-1400
FAX: 212-697-1400

NOTES / LEGEND

SYMBOLS

EXISTING WALL TO REMAIN

NEW PARTITION

NEW DOOR

NEW WINDOW

NEW PARTITION & DOOR

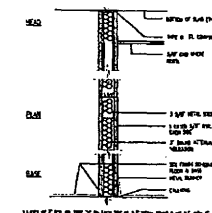
NEW PARTITION & WINDOW

NEW PARTITION & DOOR & WINDOW

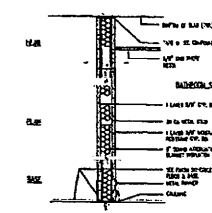
NEW PARTITION & DOOR & WINDOW & SILENCER

NEW PARTITION & DOOR & WINDOW & SILENCER & SILENCER

NEW PARTITION & DOOR & WINDOW & SILENCER & SILENCER & SILENCER



1 HR RATED PARTITION
NOT TO SCALE



BATHROOM WALL
NOT TO SCALE

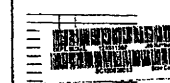
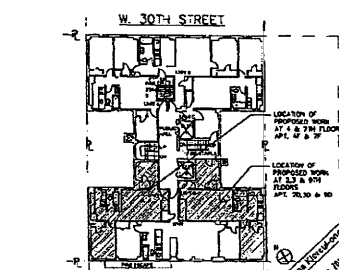
NO.	SIZE	REMARKS	QTY
A	2'-0" x 7'-0"	SOLID WOOD DOOR & WOOD FRAME	1
B	2'-0" x 7'-0"	SOLID WOOD DOOR & WOOD FRAME BATHROOM DOOR	1
C	2'-0" x 7'-0"	SOLID WOOD DOOR & WOOD FRAME CLOSET DOOR	1
D	2'-0" x 7'-0"	EXISTING DOOR TO REMAIN	1

NOTE: NEW HARDWARE TO BE ADA COMPLIANT HARDWARE AS NEEDED, BY BUILDING LOGS. REFER TO MANUFACTURER FOR SPECIFICATIONS

HARDWARE INFORMATION

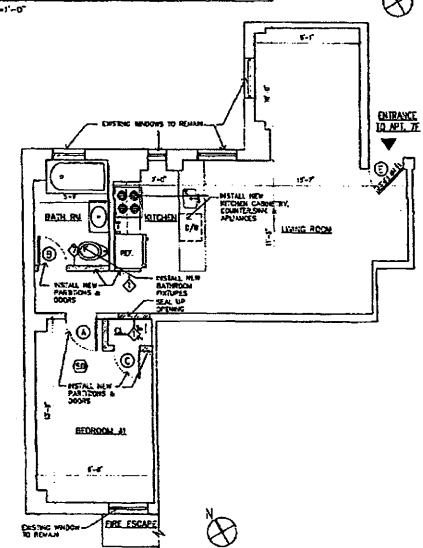
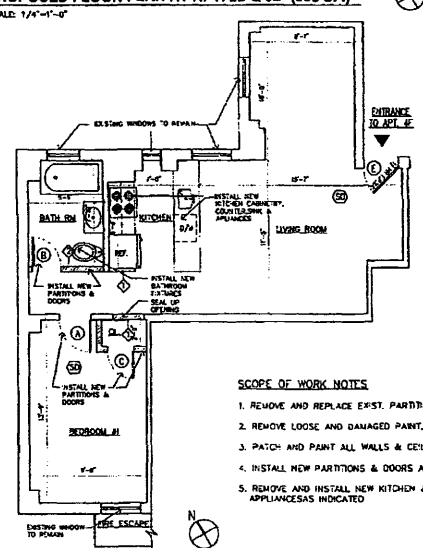
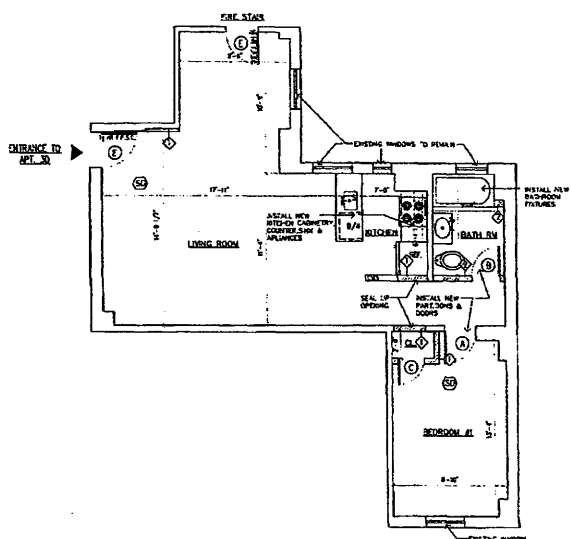
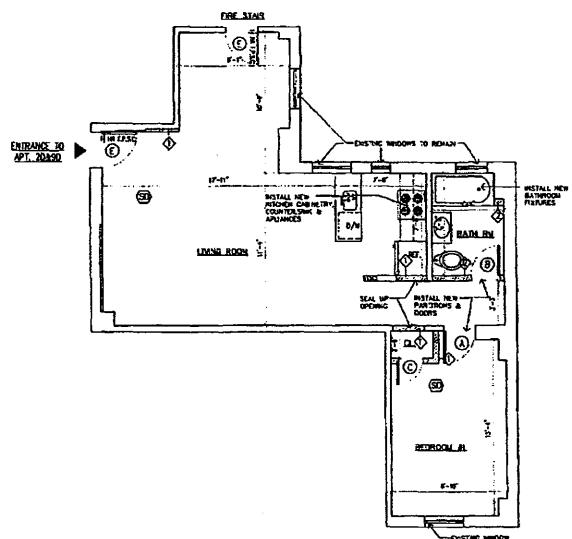
ALL HARDWARE SHALL BE HEAVY DUTY RESIDENTIAL GRADE AS APPROVED BY OWNERSHIP WITH HEAVY DUTY LOCKSETS. HARDWARE SHALL BE REPLACED ON ALL NEW DOORS AS INDICATED

SCHEDULE: ALL DOORS TO HAVE:
CLOSER IF REQUIRED
3 SILENCERS

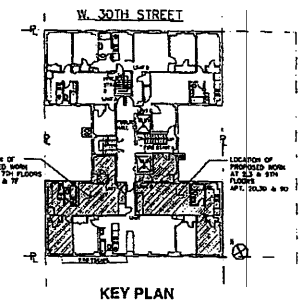
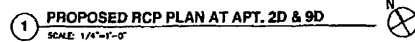


NO.	DATE	REVISION
1	10/10/10	ISSUED FOR PERMIT
2	10/10/10	ISSUED FOR PERMIT
3	10/10/10	ISSUED FOR PERMIT
4	10/10/10	ISSUED FOR PERMIT
5	10/10/10	ISSUED FOR PERMIT
6	10/10/10	ISSUED FOR PERMIT
7	10/10/10	ISSUED FOR PERMIT
8	10/10/10	ISSUED FOR PERMIT
9	10/10/10	ISSUED FOR PERMIT
10	10/10/10	ISSUED FOR PERMIT

A-101.00



- SCOPE OF WORK NOTES**
1. REMOVE AND REPLACE EXIST. PARTITIONS AS INDICATED.
 2. REMOVE LOOSE AND DAMAGED PAINT, PLASTER AND FINISHES.
 3. PATCH AND PAINT ALL WALLS & CEILINGS THROUGHOUT APT. AS REQUIRED.
 4. INSTALL NEW PARTITIONS & DOORS AS INDICATED.
 5. REMOVE AND INSTALL NEW KITCHEN & BATHROOM CABINET, FIXTURE AND APPLIANCES AS INDICATED

[illegible][illegible]

ELECTRICAL KEY

- ◆ WHEN DIMENSIONS APPLY, REFERENCE WILL VARY
- (3) NEW PLYME JACK (3 NOTES)
- (3) NEW CABLE JACK (3 TONES)
- † NEW SWITCH
- ‡ NEW THREE WAY SWITCH

ECCC NYC 2011
CONSERVATION CODE STATEMENT

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGMENT,
THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE ENERGY
CONSERVATION CONSTRUCTION CODE OF NEW YORK CITY 2011. CHAPTER 03
WORK TYPES
OTHER WORK TYPES NOT REGULATED BY THE EEC: F.B, F.S, E.C, D1/ANT,
D7/APP, D1/ALR (EEC 101.3)
DEMOLITION APPLICATION NOT REGULATED BY CODE. SEE (EEC 101.3)
NO CHANGE IN BUILDING ENVELOPE, PLUMBING, ELECTRICAL OR MECHANICAL
UNDER THIS APPLICATION

ENERGY ANALYSIS FOR ALTERNATION II		
CLIMATE ZONE A		
WORK ITEMS	PROPOSED DESIGNED VALUES	CODE PROVISION VALUE & CREATION
DHAPLDC, 95-96% CODE, STORE FROM BATCHES	NA	NA
ATOMIC ANTIWINDS BETWEEN COMPOSED COMPOSER AND COMPOSITION APPEND	NA	NA
PARING REDUCING	NA	NA
INTERIOR CODE	1. WAPTS - 200 1/2 ft. m/c 2. WAPTS - 200 1/2 ft. m/c 3. WAPTS - 200 1/2 ft. m/c	WAPTS - 1/200 (CODE 200.1)
EXTENSION LOGGING	NA	NA
REPLACING LOGGING FUNCTIONS	NA	NA
SYSTEM	NA	NA

ENERGY ANALYSIS RESIDENTIAL PARTIAL 2ND,3RD & 9TH FLOOR ALTERATION TO APT. 2D,3D & 9D FINISHES AND LIGHTING CLIMATE ZONE 4	
PARTIAL 2ND FLOOR APT.2D,3D,9D TOTAL WATTAGE LIGHTING ALLOWABLE WATT PER SF = 1.0 APT. 2D,3D&9D S.F. = 583 SF	228 WATTS 583 SF X 1.0 = 583 WATTS ALLOW.
TOTAL APT. 2D,3D&9D LIGHTING LOAD =	228 WATTS (EOL)

ENERGY ANALYSIS	
RESIDENTIAL PARTIAL 4TH 7TH FLOOR	
ALTERATION TO APT. 4F & 7F	
FINISHES AND LIGHTING CLIMATE ZONE 4	
PARTIAL 4TH-7TH FLOOR APT. 4F&7F TOTAL WATTAGE LUG-150W	220 WATTS
ALLOWABLE WAIT PER SF = 1.0	
APT. 4F & 7F SF. = 516 SF	516 SF X 1.0 = 516 WATTS ALLOW.
TOTAL APT. 4F & 7F. LIGHTING LOAD =	220 WATTS (80%)
HOT & COLD WATER PIPING TO BE INSULATED WITH R-2 PER SEC. 2015	

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

Dinner
WEST 30 REALTY LLC
304 372 WEST 30TH STREET
NEW YORK, NY 10001

TEL
FAX

ARCHITECT
MATT MARONOWITZ ARCHITECT, P.C.
1001 3TH AVENUE, SUITE 1020
NEW YORK, NY 10017

FIL 212-252-2040
FAX 212-855-4440

NOTES / LEGEND

[illegible]

100-443887-100

PROPOSED
RCP PLAN AT
APT. 2D, 3D, 9D, 4F & 7F

100-388610-12

3-BOOK NEW EDITION

FILE NAME

PCRAM 14 02/72

GRAPH 2/6

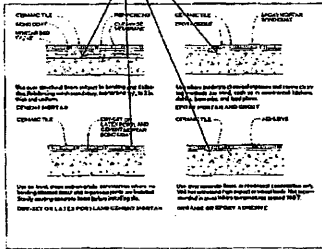
CARDNO 07

SATS 1-13-12

DO NOT

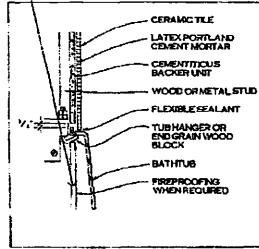
A-102.00

PROVIDE LATITCRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS



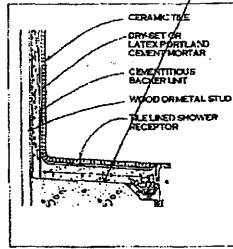
FLOOR TILE

PROVIDE LATITCRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS



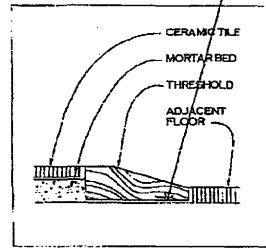
TUB SURROUND

PROVIDE LATITCRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS

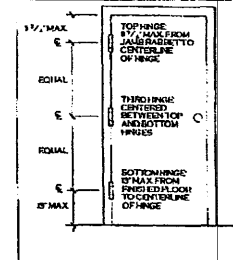


TILE COVE BASE

PROVIDE LATITCRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS

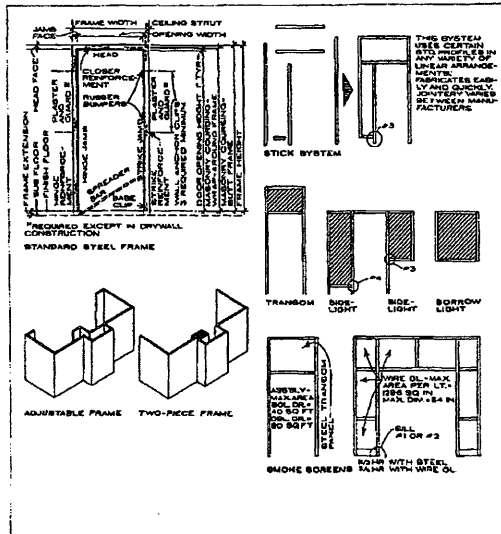


SADDLE

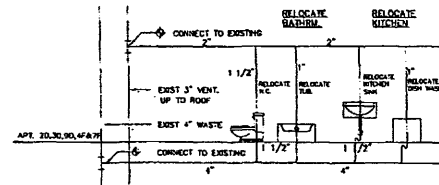


2 HINGE STANDARDS
NOT TO SCALE

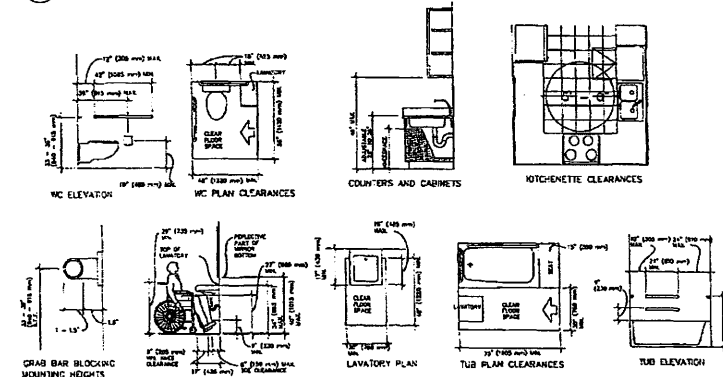
1 CERAMIC TILE INSTALLATION DETAILS
NOT TO SCALE



3 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE



4 PLUMBING RISER DIAGRAMS
NOT TO SCALE

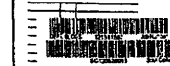


5 ACCESSIBLE COMPLIANCE DETAILS FOR ADAPTABILITY
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC
200 - 27 WEST 30TH STREET
NEW YORK, NY 10001
TEL: 212-691-1400
FAX: 212-691-1400

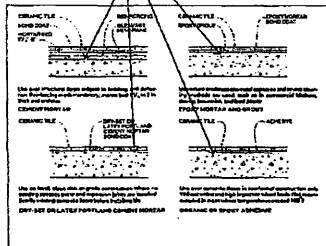
NOTES / LEGEND
SYMBOLS: REVISIONS
1. SEE NOTE 10.00
2. SEE NOTE 10.00
3. SEE NOTE 10.00
4. SEE NOTE 10.00
5. SEE NOTE 10.00
6. SEE NOTE 10.00
7. SEE NOTE 10.00
8. SEE NOTE 10.00
9. SEE NOTE 10.00
10. SEE NOTE 10.00
11. SEE NOTE 10.00
12. SEE NOTE 10.00
13. SEE NOTE 10.00
14. SEE NOTE 10.00
15. SEE NOTE 10.00
16. SEE NOTE 10.00
17. SEE NOTE 10.00
18. SEE NOTE 10.00
19. SEE NOTE 10.00
20. SEE NOTE 10.00
21. SEE NOTE 10.00
22. SEE NOTE 10.00
23. SEE NOTE 10.00
24. SEE NOTE 10.00
25. SEE NOTE 10.00
26. SEE NOTE 10.00
27. SEE NOTE 10.00
28. SEE NOTE 10.00
29. SEE NOTE 10.00
30. SEE NOTE 10.00
31. SEE NOTE 10.00
32. SEE NOTE 10.00
33. SEE NOTE 10.00
34. SEE NOTE 10.00
35. SEE NOTE 10.00
36. SEE NOTE 10.00
37. SEE NOTE 10.00
38. SEE NOTE 10.00
39. SEE NOTE 10.00
40. SEE NOTE 10.00
41. SEE NOTE 10.00
42. SEE NOTE 10.00
43. SEE NOTE 10.00
44. SEE NOTE 10.00
45. SEE NOTE 10.00
46. SEE NOTE 10.00
47. SEE NOTE 10.00
48. SEE NOTE 10.00
49. SEE NOTE 10.00
50. SEE NOTE 10.00
51. SEE NOTE 10.00
52. SEE NOTE 10.00
53. SEE NOTE 10.00
54. SEE NOTE 10.00
55. SEE NOTE 10.00
56. SEE NOTE 10.00
57. SEE NOTE 10.00
58. SEE NOTE 10.00
59. SEE NOTE 10.00
60. SEE NOTE 10.00
61. SEE NOTE 10.00
62. SEE NOTE 10.00
63. SEE NOTE 10.00
64. SEE NOTE 10.00
65. SEE NOTE 10.00
66. SEE NOTE 10.00
67. SEE NOTE 10.00
68. SEE NOTE 10.00
69. SEE NOTE 10.00
70. SEE NOTE 10.00
71. SEE NOTE 10.00
72. SEE NOTE 10.00
73. SEE NOTE 10.00
74. SEE NOTE 10.00
75. SEE NOTE 10.00
76. SEE NOTE 10.00
77. SEE NOTE 10.00
78. SEE NOTE 10.00
79. SEE NOTE 10.00
80. SEE NOTE 10.00
81. SEE NOTE 10.00
82. SEE NOTE 10.00
83. SEE NOTE 10.00
84. SEE NOTE 10.00
85. SEE NOTE 10.00
86. SEE NOTE 10.00
87. SEE NOTE 10.00
88. SEE NOTE 10.00
89. SEE NOTE 10.00
90. SEE NOTE 10.00
91. SEE NOTE 10.00
92. SEE NOTE 10.00
93. SEE NOTE 10.00
94. SEE NOTE 10.00
95. SEE NOTE 10.00
96. SEE NOTE 10.00
97. SEE NOTE 10.00
98. SEE NOTE 10.00
99. SEE NOTE 10.00
100. SEE NOTE 10.00



MISCELLANEOUS
DETAILS

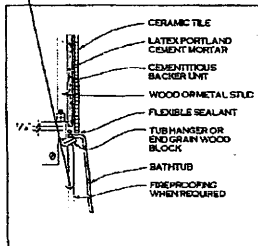
DATE: 10/10/2008
BY: J. J. J.
CHECKED BY: J. J. J.
APPROVED BY: J. J. J.
SCALE: 1/8" = 1'-0"
A-200.00

PROVIDE LATTICRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS



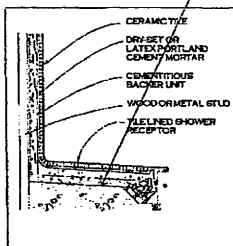
FLOOR TILE

PROVIDE LATTICRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS



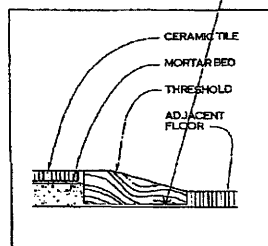
TUB SURROUND

PROVIDE LATTICRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS



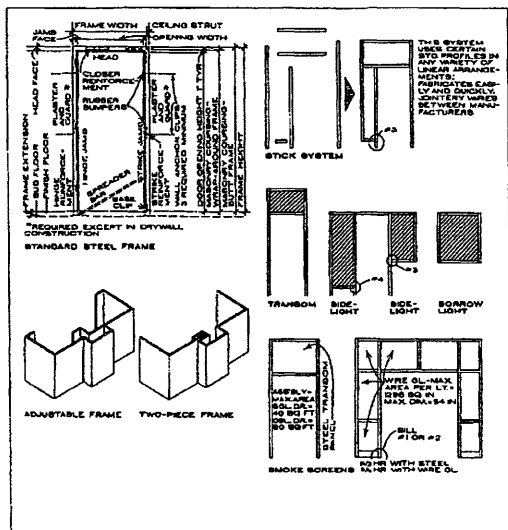
TILE COVE BASE

PROVIDE LATTICRETE WATERPROOFING SYSTEM PER MANUF. INSTRUCTIONS

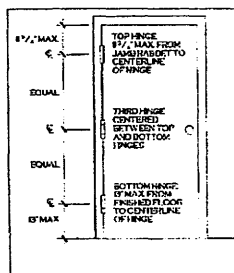


SADDLE

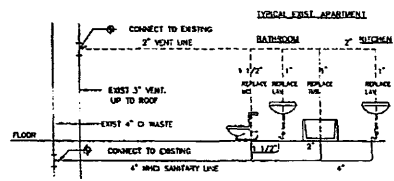
1 CERAMIC TILE INSTALLATION DETAILS
NOT TO SCALE



2 DOOR FRAMING DETAILS
SCALE: NOT TO SCALE



3 HINGE STANDARDS
NOT TO SCALE



4 PARTIAL SANITARY RISER DIAGRAM - TYP. APARTMENT
NOT TO SCALE

ALTERATION TO
308 WEST 30TH ST.
N.Y., N.Y. 10001

OWNER
WEST 30 REALTY LLC
308 W. 30TH ST. NEW YORK, NY 10001
TEL: 212-693-0000
FAX: 212-693-0000

NOTES / LEGEND
SYMBOL DESCRIPTION
1. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
2. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
3. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
4. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
5. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
6. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
7. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
8. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
9. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.
10. SEE NOTE 10 TO BE LOCATED AT INTERIOR OF UNIT.



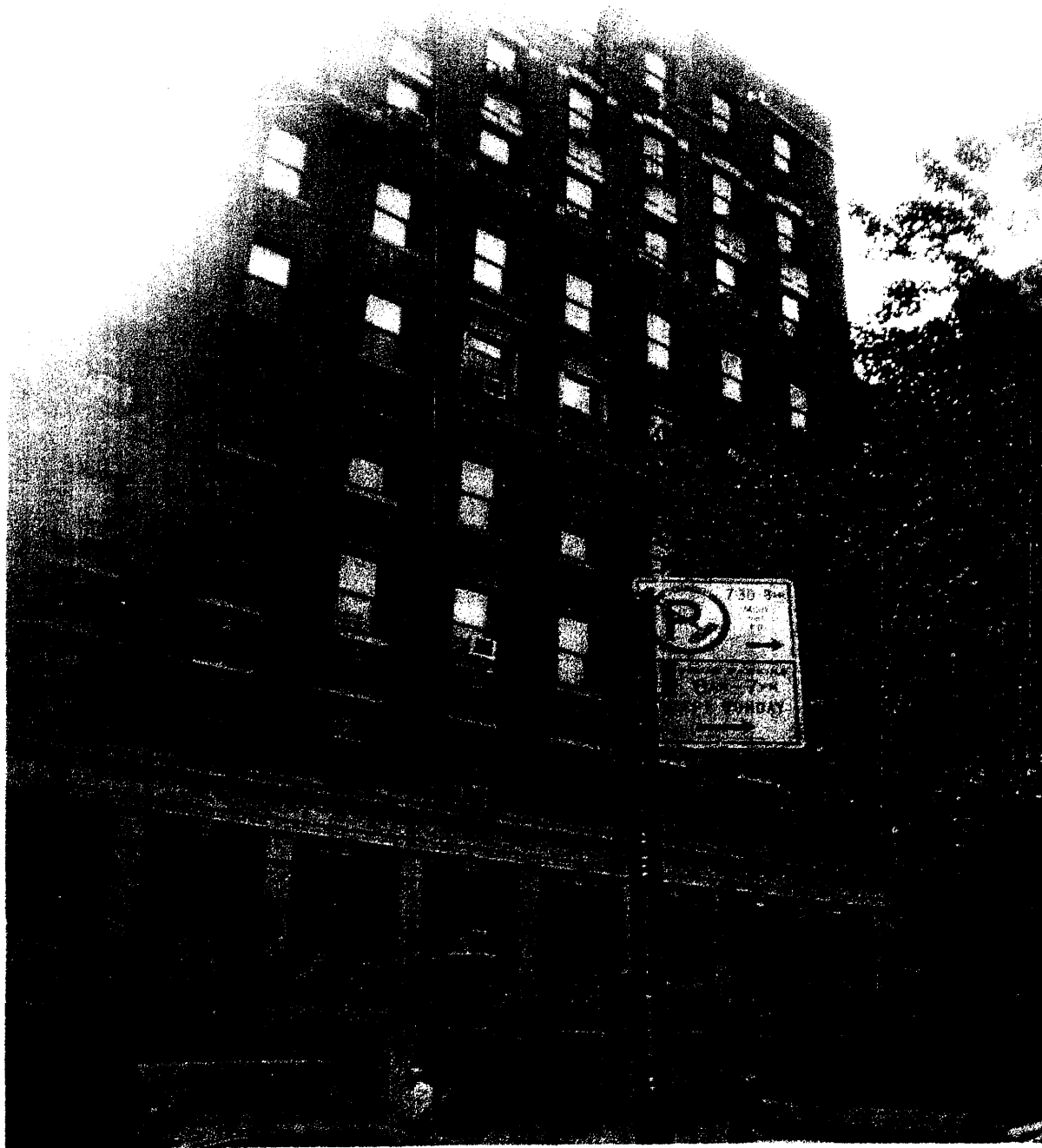
MISCELLANEOUS
DETAILS

REVISIONS
DATE DESCRIPTION
1 11-10-00
2 11-10-00
3 11-10-00
4 11-10-00
5 11-10-00
6 11-10-00
7 11-10-00
8 11-10-00
9 11-10-00
10 11-10-00

A-101.00

EXHIBIT 4
ASBESTOS REPORT

SINGER
 environmental group
 ASBESTOS STUDY



**308-312 West 30th Street
 MANHATTAN, NY**

5318 New Utrecht Avenue  Brooklyn, New York 11219
 T: 718.437.9600 F: 718.437.0082 E: esingenv@aol.com

ASBESTOS STUDY

PROPERTY ADDRESS: 308-312 West 30th Street
Manhattan, NY

PREPARED FOR: ATTORNEY GENERAL
120 BROADWAY
NEW YORK, NY 10271

PREPARED BY: SINGER ENVIRONMENTAL GROUP, LTD
5318 NEW UTRECHT AVENUE
BROOKLYN, NY 11219

DATE: September 10, 2013

INTRODUCTION

Singer Environmental Group, Ltd. was formed to meet the needs of clients wishing to comply with Federal, State and City regulations regarding asbestos abatement requirements as well as the identification of hazardous or potentially toxic chemicals and substances.

SCOPE OF THIS ASBESTOS STUDY

To thoroughly inspect the common areas, cellar, penthouse, roof and various apartments of the residential building located at 308-312 West 30th Street in the borough of Manhattan, NY. including all mechanical equipment, boiler piping, duct work, insulation and other facilities to determine the presence of asbestos. If asbestos is detected, to determine quantity and condition (friable or stable) and to determine what action, if any, should be taken to conform with the latest requirements of the asbestos code. Additional recommendations are made as to whether or not removal, encapsulation or enclosure is required for each area and facility in which asbestos containing materials are presented.

No core samples were taken (unless noted) from any walls, ceilings, rough flooring, structural beams unless so noted with the Survey Findings section of this report. The assessment presented in this asbestos survey is based on the professional opinion of the Asbestos Inspector. Observations made herein and conclusions drawn are not to be considered a warranty or guarantee, and are based on inspection of those areas directly visible and observable, without the removal or alterations of an item or structure and reflect conditions seen on the day of inspection.

308-312 West 30th Street
MANHATTAN, N.Y.
Survey Findings
Page 1

SURVEY FINDINGS

GENERAL

A visual inspection of the subject property took place on September 9, 2013, by Yaakov Singer who was accompanied by the building super, Zog.

The areas visually inspected were the common areas, cellar, penthouse, roof and eight random/accessible residential units.

ASBESTOS CONTAINING MATERIALS

Asbestos is the generic name of a group of naturally occurring hydrated mineral silicates that are characterized by fibers or bundles of fine single crystal fibers. The New York City Department of Environmental Protection defines asbestos containing materials as "any material which contains more than one percent asbestos by weight." Asbestos materials were used for many years in a variety of insulating and thermal barrier properties. The durability of asbestos fibers and their small size and fibrous shape make asbestos an unusual environmental contaminant. Water infiltration's, contact during routine maintenance and age are major factors breaking down asbestos containing materials and creating exposure problems.

See Next Page

308-312 West 30th Street

MANHATTAN, N.Y.

Survey Findings

Page 2

Rooms/areas/facilities in the common areas, cellar areas, roof, penthouse, and eight random/accessible residential units were inspected as part of this asbestos survey.

Cellar

Laundry room, former laundry room,
supers shop, lounge, tool room, supers office,
bathroom, boiler room/meters, oil tank room,
elevator motor rooms (2), hallway,
storage rooms

- No visible and/or friable ACM.

Roof

- Water Tank

Public Hallways

- Suspect ACM non friable 9"x9"
floor tile.

Stairways

- No visible and/or friable ACM.

Apartments

PHA, PHB, 2C, 3D, 6A, 7B, 9C, 10A

- No visible and/or friable ACM.

308-312 West 30th Street
MANHATTAN, N.Y.
Summary of Findings
Page 1

SUMMARY OF FINDINGS

The following is a summary of findings from the asbestos survey of the property located at 308-312 West 30th Street, MANHATTAN, NY.

ALL FOOTAGES ARE APPROXIMATE			
LOCATION	FOOTAGE	CONDITION	RECOMMENDATION
Common Areas			
Public Hallways	Suspect ACM non friable 9'x9' floor tile	Good	Deferred Action

Please note: NO core samples were taken during this inspection, in the event of change in present status, eg, demolition, alteration, modification, all materials should tested and verified free of any ACM.

308-312 West 30th Street

MANHATTAN, N.Y.

Recommendations

Page 1

RECOMMENDATIONS

The following are recommendations based on the Asbestos survey conducted at 308-312 West 30th Street, Manhattan, NY.

On September 9, 2013, an asbestos survey of the common areas, roof, cellar areas, penthouse and eight random/accessible residential units at the above-mentioned property was conducted for the determination and location of asbestos containing materials. The inspection covered various facilities on each of the aforementioned areas.

Within each of the rooms/areas/facilities inspected piping insulation (e.g. on hot and cold water supply piping, heat risers) was checked at exposed/accessible locations for possible asbestos content.

According to the Environmental Protection Agency and included in the publication EPA 560/5-85-024 "Guidance for Controlling Asbestos Containing Materials (ACM) in Buildings", asbestos containing materials in buildings are found in three forms: (1) steel; (2) in insulation around hot and cold pipes, ducts, boilers, and tanks; and (3) in a non-friable state in products such as ceilings and floor tiles, wallboards and outside in material such as shingles and roofing materials. In general, ACM in the first two categories is of greatest concern, especially if it is friable, causing the material to release fibers into the air.

308-312 West 30th Street

MANHATTAN, N.Y.

Recommendations

Page 2

Materials which were found and determined to contain asbestos were on the public hallway floor tile. These materials were generally found to be in good condition. Piping that is enclosed in pipe chases that are not visible pose no imminent health hazard. In these areas, asbestos containing materials are not required to be removed. Monitoring of these operations & maintenance (O & M) Program in order to ensure that current conditions are maintained. This monitoring should include an inspection of all such asbestos containing materials for damage and/or deterioration, with all findings reported to the owner. These actions should be undertaken under strict conformance with applicable EPA guidelines and OSHA requirements.

Asbestos containing materials are believed to be present on the roof in tars, felts and papers used in roof coatings. These materials were examined visually and found to be in stable, non friable, satisfactory condition.

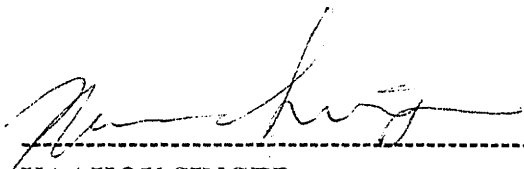
In the event of any renovation/demolition/modification alteration of any area in the building, friable or non friable ACM, a more thorough inspection must be conducted prior to any commencement of work.

308-312 West 30th Street
MANHATTAN, N.Y.
Recommendations
Page 3

Singer Environmental Group, Ltd. has conducted this asbestos survey as an aid in determining the presence of asbestos containing materials. Conclusions drawn are not to be considered as a warranty or guarantee, and are based solely upon those areas directly visible and observable, without the removal or alterations as seen on the day of inspection.

Singer Environmental Group, Ltd., their principals and employees are indemnified for any future changes or conditions of deterioration in or on the subject property. Inasmuch as each has made no guarantees of the premises, expressed or implied in connection with this report, any liability which each may have shall be limited to the fee for the inspection of the property.

Respectfully Submitted by:

A handwritten signature in black ink, appearing to read 'Yakov Singer', is written over a horizontal dashed line.

YAAKOV SINGER

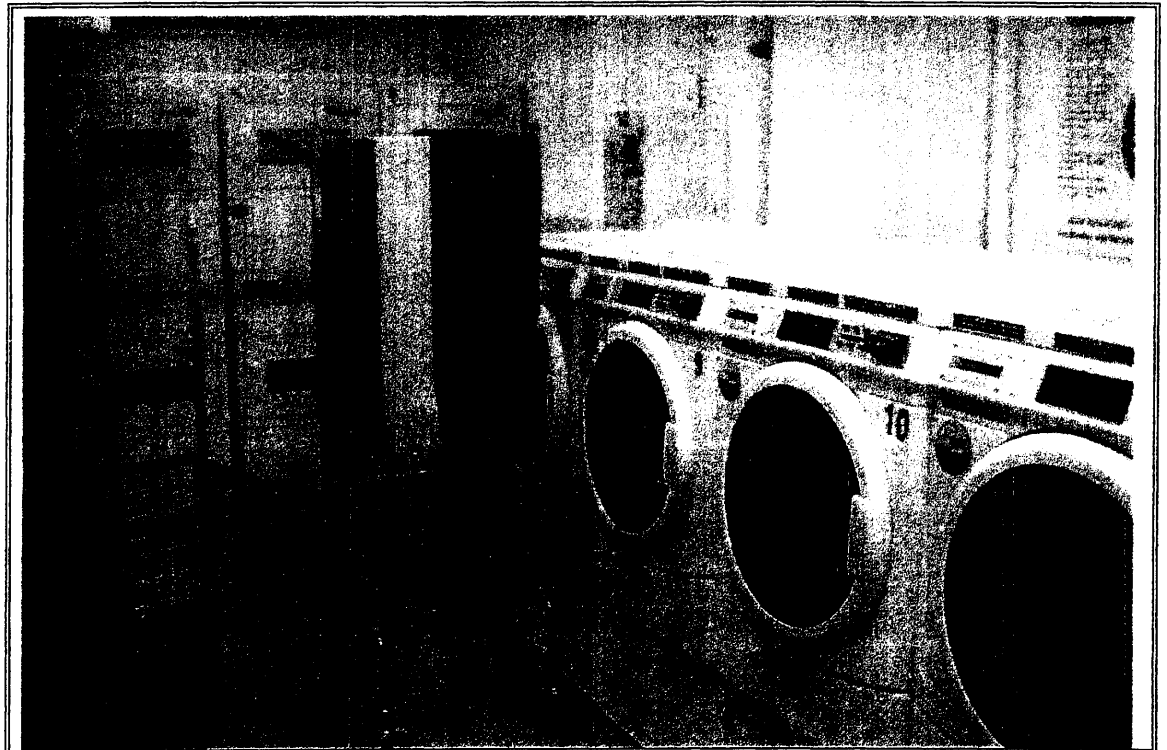
Certified NYS Asbestos Investigator

NYS LICENSE 11-21638

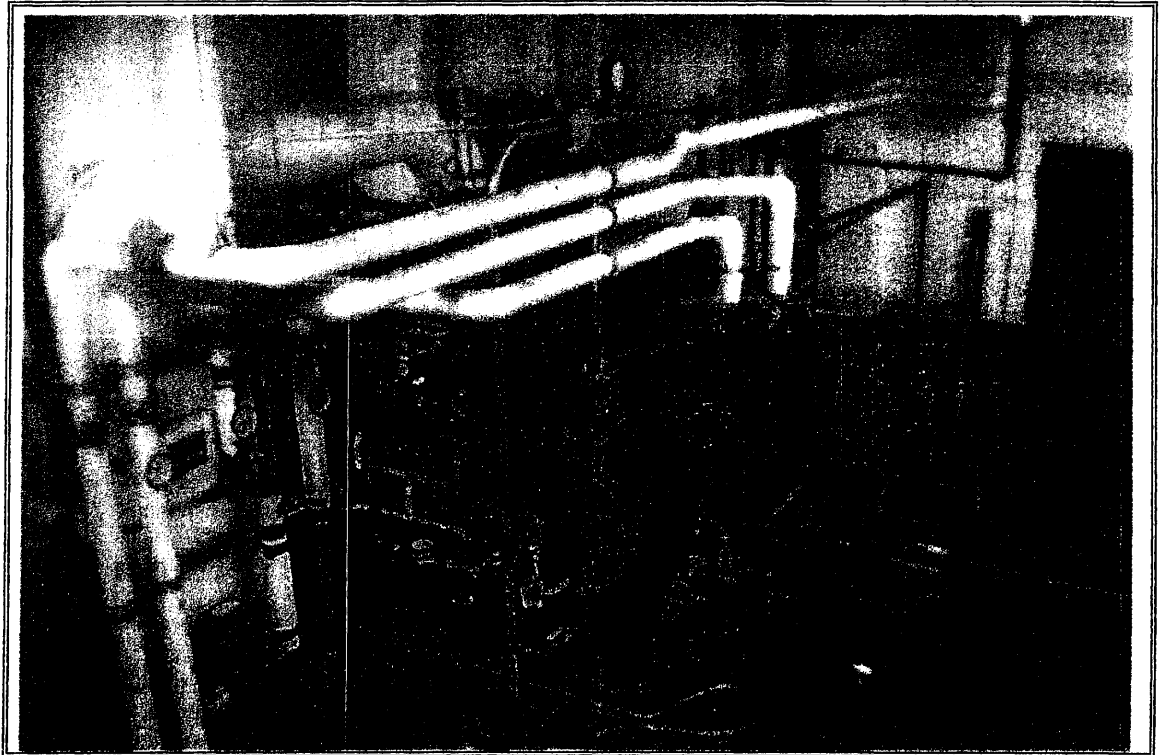
September 10, 2013

Singer Environmental Group Ltd.

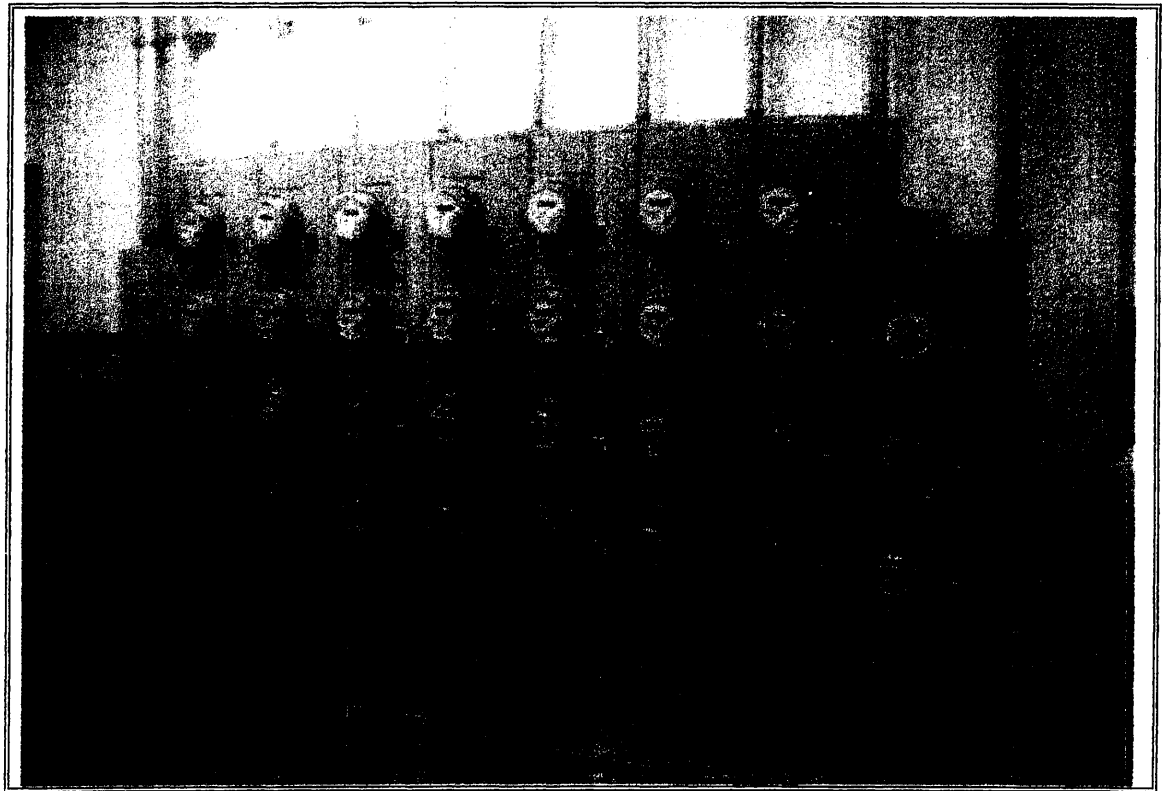
View of the Subject Property



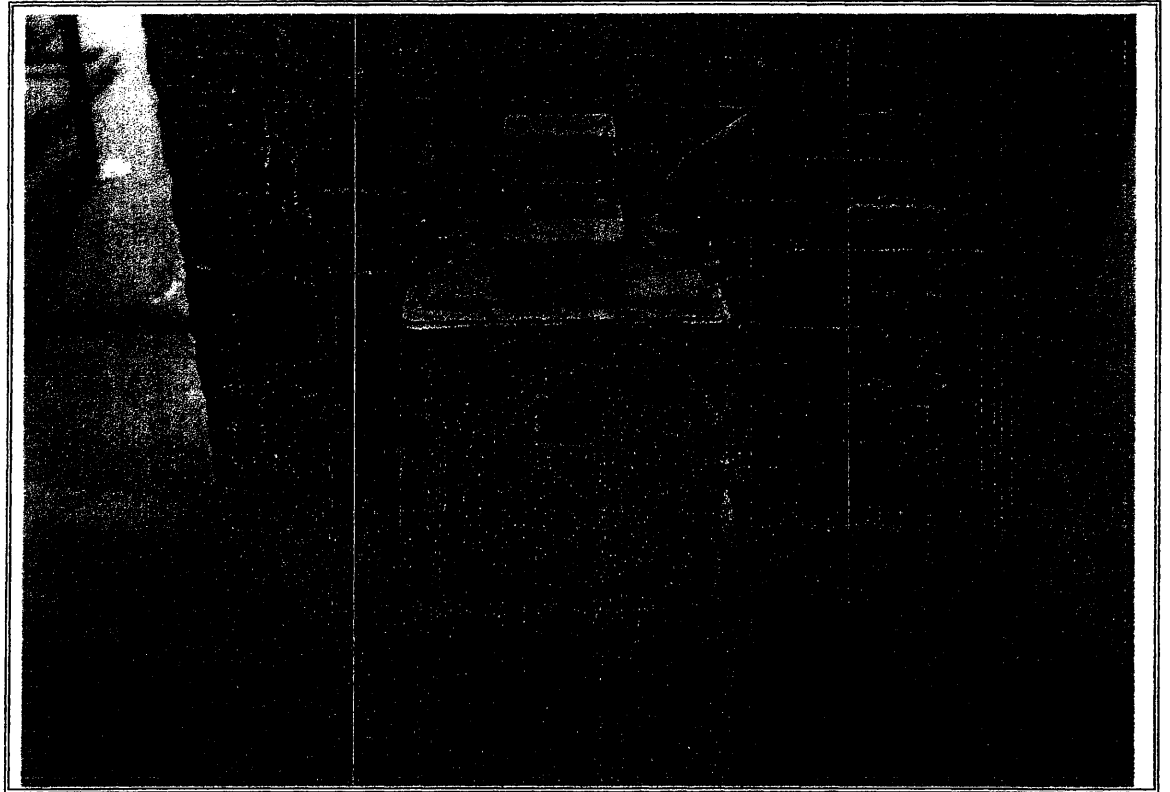
View of the laundry room

Singer Environmental Group Ltd.

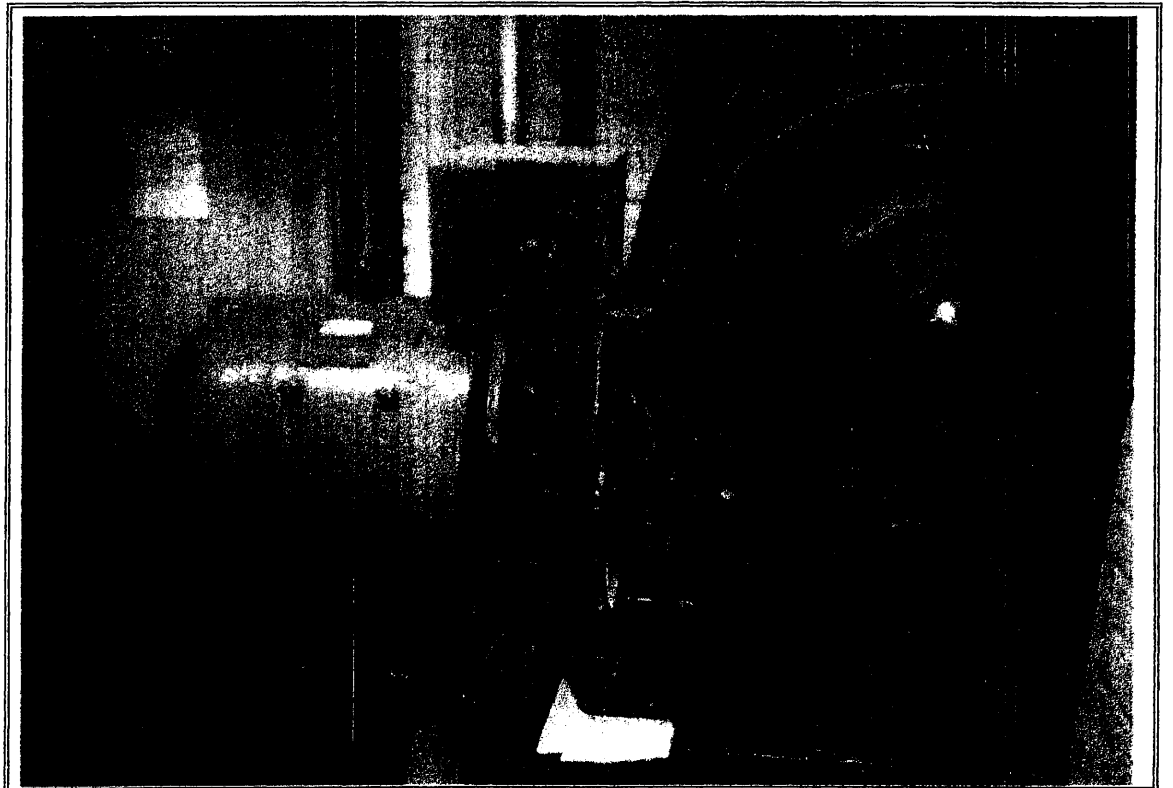
View of the boiler



View of the electric meters

Singer Environmental Group Ltd.

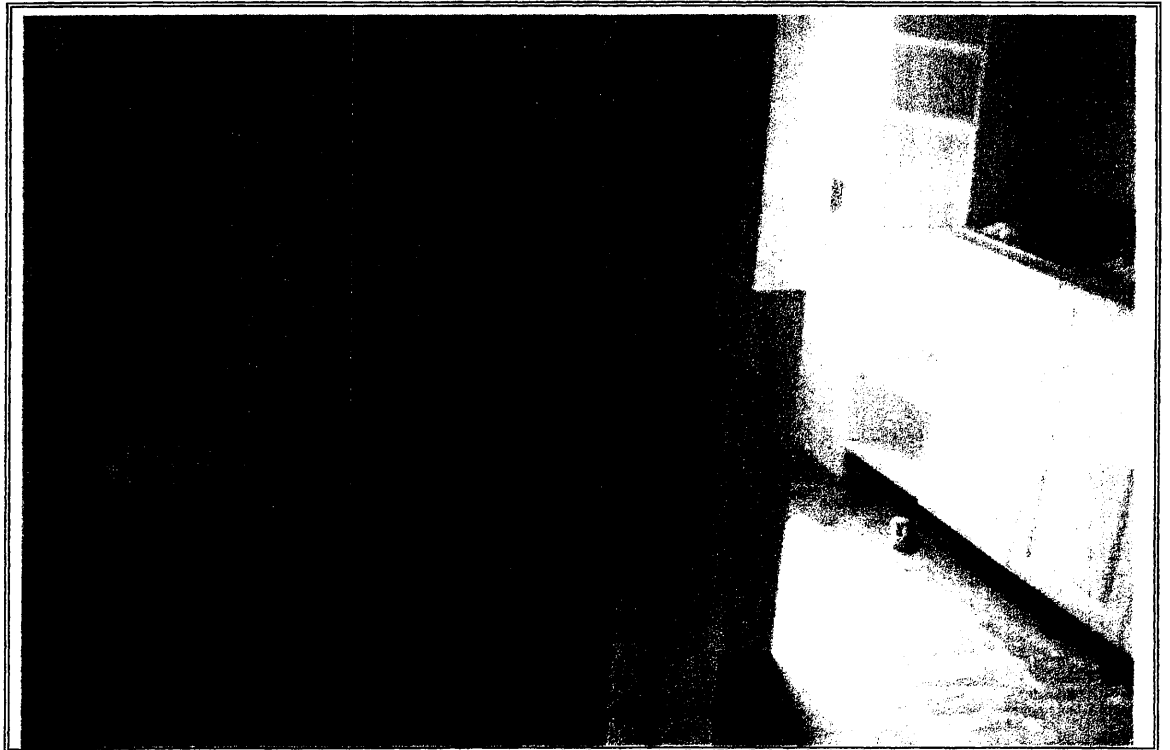
View of a gas meter



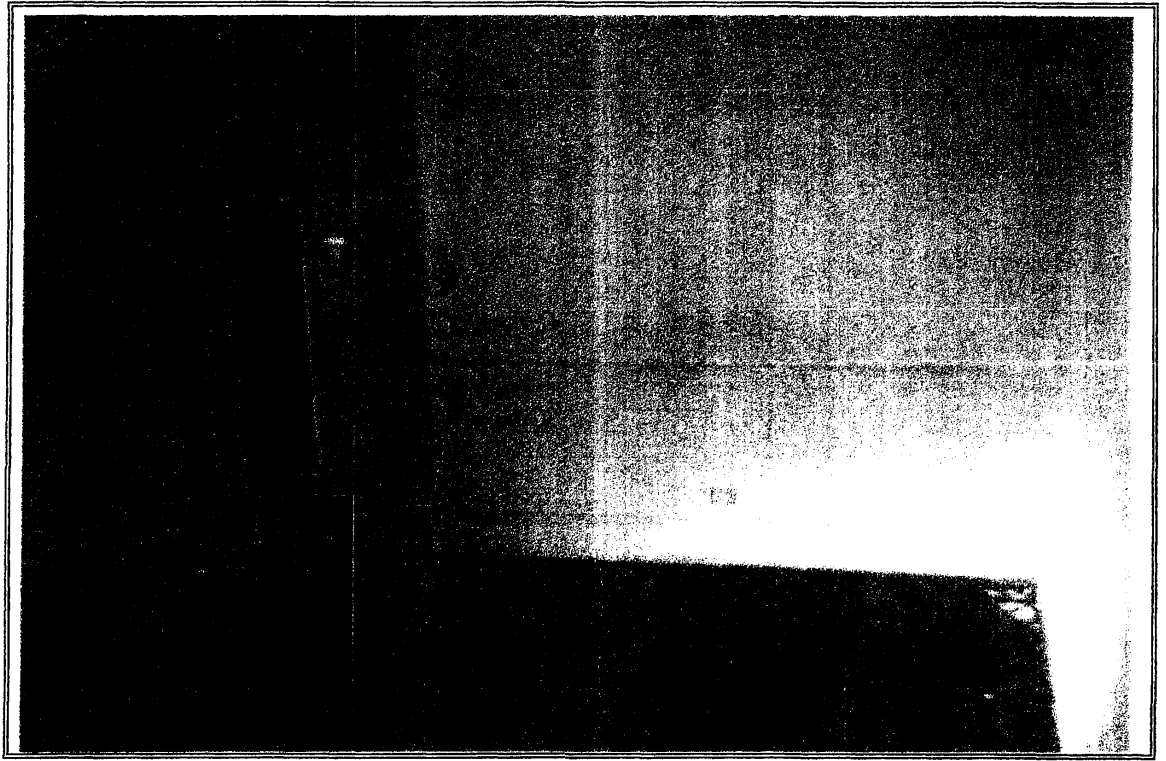
View of the elevator motor

Singer Environmental Group Ltd.

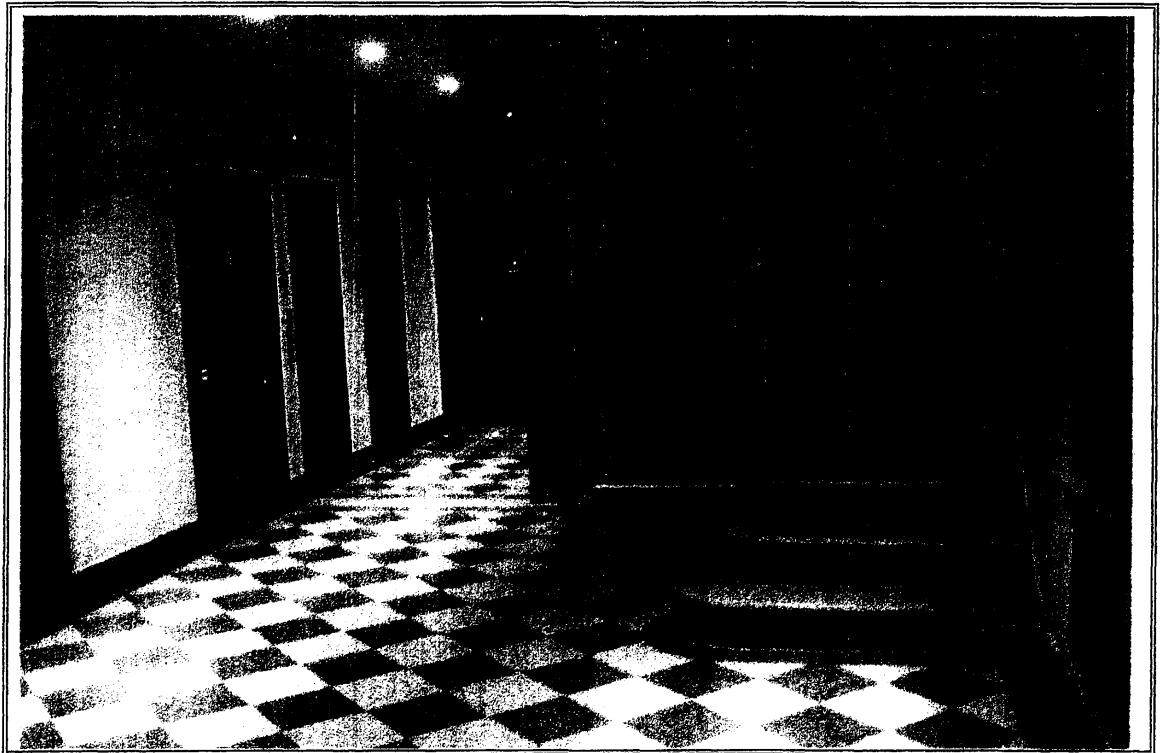
View of the water tank



View of a typical apartment

Singer Environmental Group Ltd.

View of a typical apartment



View of the lobby

EXHIBIT 5

CONDOMINIUM DECLARATION AND BY-LAWS

DECLARATION

**Establishing a Plan for Condominium Ownership
of the Premises known as
308-312 West 30th Street
New York, New York 10001**

**Pursuant to Article 9-B of the Real Property
Law of the State of New York**

Name:

The Irvin Condominium

Declarant:

**West 30th Realty LLC
One Penn Plaza, Suite 4000
New York, New York 10119**

Date of Declaration:

_____, 20__

**The land affected by the within instrument lies in
Section 3, Block 753, formerly known as Lot 48
now known as Lots ____ - ____
on the Tax Map of the Borough of Manhattan, City of New York**

Attorneys for Declarant:

**Pryor Cashman LLP
7 Times Square
New York, New York 10036-6569
(212) 421-4100**

INDEX TO DECLARATION

<u>Article</u>	<u>Subject</u>	<u>Page</u>
ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	SUBMISSION OF THE PROPERTY	1
ARTICLE 3	THE LAND.....	1
ARTICLE 4	THE PROPERTY	1
ARTICLE 5	THE BUILDING	2
ARTICLE 6	THE UNITS	2
ARTICLE 7	DIMENSIONS OF UNITS	3
ARTICLE 8	COMMON ELEMENTS	3
ARTICLE 9	USE OF BUILDING AND UNITS	5
ARTICLE 10	CHANGES IN THE BUILDING	5
ARTICLE 11	PERSON TO RECEIVE SERVICE	6
ARTICLE 12	DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS.....	7
ARTICLE 13	ENCROACHMENTS	7
ARTICLE 14	NAME OF CONDOMINIUM.....	7
ARTICLE 15	EASEMENTS	7
ARTICLE 16	POWER OF ATTORNEY TO THE BOARD.....	10
ARTICLE 17	ACQUISITION OF UNITS BY BOARD	10
ARTICLE 18	COVENANTS RUNNING WITH THE LAND.....	11
ARTICLE 19	AMENDMENTS OF DECLARATION	12
ARTICLE 20	TERMINATION OF CONDOMINIUM.....	13
ARTICLE 21	WAIVER	13
ARTICLE 22	CAPTIONS	13
ARTICLE 23	CERTAIN REFERENCES	14
ARTICLE 24	SEVERABILITY	14
ARTICLE 25	COVENANT OF FURTHER ASSURANCES	14
ARTICLE 26	SUCCESSORS AND ASSIGNS	15
ARTICLE 27	CONSENTS.....	15
ARTICLE 28	INCORPORATION BY REFERENCE.....	15

Exhibits

A.	DESCRIPTION OF THE LAND	17
B.	DESCRIPTION OF THE UNITS	18
C.	DEFINITIONS	20
D.	BY-LAWS.....	24
E.	POWER OF ATTORNEY	25

**DECLARATION
OF
The Irvin Condominium**

(Pursuant to Article 9-B of the Real Property Law
of the State of New York)

West 30th Realty LLC, a New York limited liability company, having an office at One Penn Plaza, Suite 4000, New York, New York 10119 ("Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (this "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto or in the by-laws annexed hereto, unless the context in which they are used requires otherwise.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "The Irvin Condominium" (the "Condominium").

2.2 Annexed hereto and made a part hereof as Exhibit D are the By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (as the same may be amended from time to time, the "By-Laws").

ARTICLE 3

THE LAND

Included in the Property is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City, County and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land covers a lot of 66 feet along West 30th Street and 98 feet 9 inches deep.

ARTICLE 4

THE PROPERTY

Included in the Property is the building located at 308-312 West 30th Street, New York, New York 10001 (the "Building") consisting of 61 apartments, including 1 resident manager's apartment (collectively, the "Units" and individually, a "Unit"). The owner of a Unit is herein called a "Unit Owner" and the owners of the Units are referred to, collectively, as the "Unit Owners."

ARTICLE 5

THE BUILDING

The Building consists of a Class 1 fireproof 11 story building (including penthouse), plus an on-grade cellar rising to an elevation of approximately 105 feet above curb level. The structure is made of a reinforced concrete frame and reinforced concrete slabs with brick masonry bonded walls and masonry infill. The floors in the Building are named (from bottom to top): Cellar, First Floor and Floors 2 through 10 and penthouse.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) tax lot number; (iii) number of bedrooms, bathrooms and balconies, as applicable, (iv) approximate location in the Building; (v) approximate square foot area; and (vi) the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by Howard L. Zimmerman Architects, P.C., and intended to be approved by the Real Property Assessment Department of the City of New York and filed in the New York County office of the Register of the City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, windows (including glass), non-load-bearing interior walls and partitions including sheet rock, moldings, smoke and carbon monoxide detectors, all plumbing, gas and heating fixtures (including shower pans) and equipment such as heating, ventilating and air conditioning ("HVAC") servicing the Units, if any (including the fans inside the units), heating equipment, ranges and other appliances, flooring and wall coverings, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors unless same have been replaced or installed by a Unit Owner or a predecessor Unit Owner (other than Declarant). Each Unit shall also include, and the Unit Owner shall be responsible for, (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops and appliances and (ii) any fixtures, Facilities (as hereinafter defined) or special equipment affixed, attached or appurtenant to the Unit, or betterments and improvements installed by a Unit Owner or a predecessor Unit Owner (other than Declarant), to the extent located within a Unit and serving or benefiting only that Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of 1 inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building. The Board may, at its sole discretion, impose reasonable conditions on interior alterations and decorations including, but not limited to, minimal insurance requirements and guidelines for contractors and workers employed,

and may also inspect any such alterations to determine that they are of good quality and otherwise comply with the provisions of this Declaration and the By-Laws.

6.3 Any Common Elements located within a Unit shall not be considered a part of such Unit.

6.4 As of the date of the filing of this Declaration with the City Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

DIMENSIONS OF UNITS

Each Unit will be measured on each of one or more floors from the midpoint of the exterior walls at the Building line and/or Property line to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators (if any) and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. 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 clearance between the top of the concrete floor slab and the bottom of the finished ceiling in the Units is indicated on the floor plans, but certain Units and areas within other Units may have clearances of less than indicated on the floor plans to accommodate facilities located above the same or otherwise to respond to field conditions.

ARTICLE 8

COMMON ELEMENTS

8.1 (a) The Common Elements include, but are not limited to, the Land and all parts of the Building and improvements thereon other than the Units and the Limited Common Elements, if any, and include those rooms, areas, corridors, spaces and other parts of the Building and all Facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Common Elements are appurtenant to and serve and benefit each Unit to the extent of such Unit's percentage share of the Common Elements. The Common Elements are for the common use of all Unit Owners but do not include any air or development rights, the rights to which shall be retained by Declarant.

(b) The Limited Common Elements of the Condominium consist of those parts of the Building and improvements thereon, if any, that serve or benefit exclusively one or more but not all of the Units or the Unit Owners. The Limited Common Elements do not include any air or development rights, the rights to which shall be retained by Declarant.

8.2 As used in this Declaration, the word "Facility" or "Facilities" means all equipment and facilities necessary for the operation of the Building or its systems and includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: any system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese

connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the By-Laws.

8.4 Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(i) the Land (including the landscaping and sidewalks thereon or appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto;

(ii) all foundations, columns, beams, joists, supports, piles, footings, pillars, girders, exterior walls, floor slabs and roofs, all interior walls, partitions, floor slabs and ceilings, on, or under the Building, separating a Unit from a Common Element, and that portion of all such interior walls, partitions, floors and ceilings separating a Common Element from a Unit or a Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Common Element to the extent that the same are not expressly included as part of the Limited Common Elements pursuant to the terms of Paragraphs 8.5 below or a Unit pursuant to the terms of Article 6 hereof;

(iii) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems which service the Units and/or both the Common Elements and/or the Limited Common Elements, to the extent that the same are not expressly included as Limited Common Elements pursuant to the terms of Paragraph 8.5 hereof or a Unit pursuant to the terms of Article 6 hereof;

(iv) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property;

(v) all stairways, passenger (and service, if any) elevators and their respective bulkheads, shafts, pits and equipment rooms, hallways, window casements and frames, cellars, storage spaces;

(vi) compactor rooms and their respective shafts and equipment;

(vii) the lobby, service entrances, package storage, mail room, all of which are located on the lobby floor of the Building;

(viii) workshops, and laundry rooms, all of which are located on the cellar level of the Building;

(ix) all masonry walls, partitions, floors and ceilings in, on or under the Building, separating a Unit from another Unit or Common Element or Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Common Element;

(x) all interior portions of the Building on floors 1 through 11, and on the cellar level and lobby level to the extent that the same are not expressly included as part of the Common Elements pursuant to the terms of Paragraph 8.4 hereof above or the Limited Common Elements pursuant to the terms of Paragraph 8.5 hereof below or a Unit pursuant to the terms of Article 6 hereof;

(xi) the Resident Manager's Unit; and

(xii) the Storage Space.

8.5 The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include the balconies adjoining Units 1C, 1D, 1E, 11A and 11B, and the Storage Lockers contained in the Storage Space located in the cellar of the Building.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 Except as set forth in Section 6.14 of the By-Laws, a Unit may be used only for residential purposes, unless otherwise permitted in writing by the Board, subject, however, to applicable Law. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the permission of the Board, (1) grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law and does not violate the then existing certificate of occupancy for the Building or any other governmental regulations and (2) use any Unsold Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units or units in other buildings, subject only to compliance with applicable Law.

9.3 Each Storage Locker shall be used only for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein. Declarant or its designee, reserve the right to change the size and/or number of Storage Lockers for so long as Declarant or its designee hold Storage Locker Licenses. Declarant or its designee reserve the right to add additional Storage Lockers within the Storage Space and/or cellar prior to the third anniversary of the Closing of the first Unit Closing. The Board shall not charge Declarant any fees in connection with Declarant's exercise of its rights to add additional Storage Lockers.

Declarant or its designee may, without the consent of either the Condominium or the Unit Owners, use any unlicensed Storage Locker for any purpose, provided such use is permitted by law.

ARTICLE 10

CHANGES IN THE BUILDING

10.1 Except to the extent prohibited by Law, Declarant or its designee shall have the right, without the vote or consent of the Board, other Unit Owners or the Mortgage Representatives, if any, to:

(a) make alterations, additions or improvements to any Unsold Units; (b) change the use (subject to Section 9.2 hereof) or layout of, or number of rooms in, any Unsold Unit(s) from time to time; (c) change the size and/or number of Unsold Units by subdividing 1 or more Unsold Unit into 2 or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into 1 or more Units, converting a Unit or any portion thereof to a Common Element, converting a Limited Common Element to a Common Element, altering the boundary walls between any Unsold Units, or otherwise incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unit; (d) designate any Unit or a Common Element or a Limited Common Element as part of a newly created Unit, Limited Common Element or Common Element or designate all or part of a Unit as a newly created Common Element or Limited Common Element; (e) if appropriate, reapportion among the Unsold Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto; (ii) Declarant or its designee, as the case may be, shall comply with all Laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board and all other Unit Owners harmless from any liability arising therefrom; and (f) change the size and/ or number of Storage Lockers.

10.1.1 The Board shall not unreasonably refuse to join in and/or sign the application for such permit or authorization and shall reasonably cooperate with the Declarant or its designee, without cost to the Board. The Board shall join in any such application which the Board is required to join in and/or sign under applicable requirements within 10 business days following its receipt of the Declarant's or its designee's request therefore. If the Board, within such 10 business day period, shall fail to join in and/or sign any such application, the Declarant or its designee shall have the right to sign such application (in the form submitted to the Board) on behalf of the Board. The Board shall not be subject to any liability for the payment of any costs or expenses in connection with any such applications and the review and execution thereof and the Declarant or its designee hereby indemnify and agree to defend and hold the Board harmless from any liability relating to the work or application, including fines and penalties, and against any and all such reasonable costs and expenses. Copies of all required permits and authorizations shall be delivered to the Board prior to the commencement of work by the Declarant or its designee.

10.1.2 The provisions of Article 10.1 hereof may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. Notwithstanding the other provisions of Article 10.1 hereof, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered by Declarant or its designee. Declarant or the owner of any Unsold Unit will have the right, without the consent of any other Unit Owner or the Board, to amend this Declaration and By-Laws to reflect the foregoing changes.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York has not been designated to receive service of process since all principals of Declarant are residents of the State of New York.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

12.1 The Common Interest of each Unit in the Common Elements has been 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.

12.2 The allocation of Common Expenses shall be made in accordance with the Common Interest of the Units in the Common Elements, except as otherwise provided in the By-Laws, the terms of which are incorporated herein by reference.

ARTICLE 13

ENCROACHMENTS

If (a) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit or upon any other Common Element or Limited Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Element or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Board or made by Declarant or its designee or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit, Common Element or Limited Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of any Unit or all or any portion of the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 14

NAME OF CONDOMINIUM

The Condominium and the Building shall be designated and known as "The Irvin Condominium." Declarant shall own and control all rights and interests appurtenant to the name of the Condominium and/or the Building. Only Declarant shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right, for so long as the Property is a condominium, to maintain a plaque identifying Declarant as the sponsor of the condominium offering, together with such other information as Declarant determines in its sole discretion.

ARTICLE 15

EASEMENTS

15.1 Except as set forth in this Declaration, the By-Laws and the Rules and Regulations, each Unit Owner will have, in common with all other Unit Owners, and each Unit will be subject to, an easement for the use of the Common Elements and any Facilities located therein, including, but not limited to, such easement as will be necessary to maintain such Unit Owner's Unit and an easement to

connect to existing utilities including, but not limited to, utilities for gas, electricity, steam and ventilation.

15.2 The Board, or its agent, to the extent permitted to act by the By-Laws for such purposes, will have a right of access to each Unit and/or the Limited Common Elements to inspect the same, to remove violations therefrom and to maintain the Common Elements and contained therein or elsewhere in the Property. Each Unit (including the Limited Common Elements located therein) shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this Section may be exercised by the Board on behalf of all Unit Owners. The Board shall have an easement and a right of access to each Unit, and to the Common Elements and Limited Common Elements contained therein, to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Board, to the extent practicable, in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than 1 days' notice, except that no notice will be necessary in the case of an Emergency. Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations to the contrary, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

15.3 The Board, or its agent, to the extent permitted to act by the By-Laws for such purposes, will have a right of access to each Unit to inspect the same, to remove violations therefrom and to Maintain the Common Elements contained therein or elsewhere in the Property.

15.4 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Building and for the use of any Common Element, including, but not limited to, an easement for emergency access through and over the fire stairs in the Building.

15.5 The Board shall have and each Unit shall be subject to, an easement (a) to install, utilize, operate and maintain the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Common Elements.

15.6 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

15.7 Declarant or its designee and their successors and assigns shall, to the extent permitted by Law, have an easement to erect, operate and maintain from time to time, one or more signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like (each, a "Sign") within the Property and on the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Unsold Unit. Declarant shall have an easement to utilize the Common Elements of the Building in connection with its sales and leasing efforts relative to the Unsold Units. Declarant will have an easement and the right to change the Facade and alter, replace, restore, renovate, remodel and

reconstruct the existing Facade provided that none of such work to the Facade materially weakens the structural soundness of the Building.

15.8 Declarant shall have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law.

15.9 Declarant or its designee shall have the right to grant such additional electric, gas, telephone, internet, cable, television, steam, ventilation or other easements for utilities, communications, access or other easements and to construct any shafts, flues or install any air conditioning compressors or other equipment on the roof or relocate any easements in any portion of the Property, as Declarant or its designee shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the Units, provided that such additional utilities or the relocation of existing utilities will not result in the imposition of any mechanic's lien against any of the Units. Any company providing utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of the aforementioned easements in order to install, operate, Maintain and service same.

15.10 Declarant and its designees, assignees and licensees shall have, and the Units, Common Elements and Limited Common Elements shall be subject to, an easement, (a) to install, utilize, operate and Maintain satellite dishes, antenna, telecommunications equipment and similar equipment on the roof and/or the Facade of the Building and elsewhere on the Common Elements and Limited Common Elements and the conduit and other Facilities relating thereto, and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or Limited Common Elements or elsewhere on the Property resulting from the operation or maintenance thereof. Declarant shall be entitled to assign, lease, license or otherwise transfer its rights with respect to the foregoing easements and the Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant and its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes, equipment or other facilities placed upon the roof and/or the Facade of the Building and elsewhere on the Common Elements by Declarant or its designees, assignees, tenants, licensees or transferees shall be the exclusive property of Declarant or its designees, assignees, tenants, licensees or transferees and neither the Condominium nor any other Unit Owner shall have any rights with respect thereto.

15.11 Any easements granted to Declarant, the Board, any Unit or any Unit Owner or other party under this Declaration and the By-Laws may be exercised by such entity's employees, agents, contractors, suppliers, utility providers, service providers, customers, guests, invitees, licensees, servants, tenants, subtenants, members and visitors, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by Declarant, the Unit Owner or the Board, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the use of the Units for their permitted purposes.

15.12 Each Unit Owner whose Unit has 1 or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof, subject to rights of access to a balcony and/or Storage Locker by the Board for maintenance, repair and replacement and other uses. The Units having a balcony are indicated on Exhibit B.

15.13 In addition to the specific easements set forth in this Article 15, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 16

POWER OF ATTORNEY TO THE BOARD

16.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Board an irrevocable Power of Attorney, coupled with an interest (annexed hereto and made a part hereof as Exhibit E or otherwise in such form and content as the Board shall determine), following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board 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, or to sublease any Unit so leased on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Board deems necessary or appropriate, and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the Common Elements or Limited Common Elements which the Board deems necessary or appropriate to comply with any Law or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to the maintenance of the Common Elements or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate.

16.2 Each Unit Owner shall grant to the Declarant a Power of Attorney to amend this Declaration and to effectuate the rights granted to Declarant under this Declaration, the By-Laws and the Plan including the power to execute the Required Documentation.

ARTICLE 17

ACQUISITION OF UNITS BY BOARD

17.1 If (a) any Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Board or its designee, corporate or otherwise, 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 (such interest in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Board, pursuant to Article 8 of the By-Laws, acquires or leases a Unit together with the Appurtenant Interests, or (c) the Board purchases, at a foreclosure or other similar sale, a Unit together with the Appurtenant Interests, then, in any such event, title to any such Unit together with the Appurtenant Interests shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Board or its designee shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

17.2 The Board shall have the authority to purchase, on behalf of all Unit Owners, a Unit to be used as the residence of the Resident Manager of the Building and, in such event, title to such Unit, together with its Appurtenant Interests, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, tenants, subtenants, licensees and other 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 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 or use and occupancy agreement thereof.

18.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the 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 inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

18.3 If this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 19

AMENDMENTS OF DECLARATION

19.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, no such amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

19.2 If the number of rooms in an Unsold Unit is changed, or the use and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owners or the Board to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the use, size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of the Board, the Unit Owners or the Mortgage Representatives, if any. In addition, if any Unit Owner other than Declarant or its designee causing changes is given the right by the Board to make the changes described in this Section 19.2 with respect to such Unit Owner's Unit or Units, all in accordance with Article 10 hereof, then such Unit Owner shall have the right to require the Board to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Board) to reflect the changes made by the Unit Owner, all without the approval of the Board, other Unit Owners or the Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

19.3 Any amendment to this Declaration may be executed: (i) if on behalf of Declarant pursuant to the terms of Article 19 hereof, by any duly authorized representative of Declarant, or (ii) if on behalf of the Unit Owners or by the Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

19.4 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against the Declarant if the same would (i) unreasonably interfere with the sale, lease or other disposition of such Unit Owner's respective Units, (ii) abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit granted to Declarant, unless the Declarant shall consent to such amendment in writing, or (iii) impose any charge or fee against Declarant, unless the Declarant shall consent to such amendment in writing.

19.5 The provisions of this Article 19 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee, to the extent such modification, amendment, addition or deletion may adversely affect the Declarant or its designee. Notwithstanding the foregoing, Declarant may amend the Condominium Declaration to correct or supplement any mathematical mistakes, inconsistencies or scrivener errors.

ARTICLE 20

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent of the Mortgage Representatives (which consent shall not be unreasonably withheld or delayed), if any, (b) without the written consent of the Permitted Mortgagees representing at least 51% of the Common Interests of the Units which are subject to the Permitted Mortgages, and (c) without the written consent of Declarant (until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than 5 years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan). In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 21

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

ARTICLE 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 23

CERTAIN REFERENCES

23.1 A reference in this Declaration to any 1 gender, masculine, feminine or neuter, includes the other 2, and the singular includes the plural and vice versa, unless the context otherwise requires.

23.2 The terms “herein,” “hereof” or “hereunder” or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

23.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3 hereof, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law.

ARTICLE 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board or otherwise, shall, upon prior reasonable written request and at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after written request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board is hereby authorized as attorney-in-fact for such Unit Owner, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party, as the case may be.

25.3 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or take pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such

Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party, as the case may be.

25.4 Notwithstanding anything to the contrary set forth herein, to the maximum extent lawful, Declarant specifically disclaims all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by applicable law to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character. Without limiting the generality of the foregoing, Declarant hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Condominium, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium, to the extent applicable and to the extent that same have not expired by their terms. Declarant has not given and the Board has not relied on or bargained for any such warranties. In no event will Declarant be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty or otherwise).

ARTICLE 26

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Units owned by Declarant and/or its designee, as the case may be. Subject to the foregoing, Declarant or its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 27

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 28

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Power of Attorney annexed hereto as Exhibit E and (vi) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ____ day of _____, 20____

West 30th Realty LLC

By: _____
 Name: Joel Wiener
 Title: Authorized Signatory

State of New York)
) ss.:
 County of New York)

On the ____ day of _____ in the year 20____ before me, the undersigned, personally appeared Joel Wiener personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

EXHIBIT A**LEGAL DESCRIPTION**

The land upon which the Building containing the Units is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 30th Street distant 136 feet westerly from the southwesterly corner of 8th Avenue and West 30th Street;

RUNNING THENCE southerly parallel with 8th Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block, 66 feet;

THENCE northerly parallel with 8th Avenue, 98 feet 9 inches to the southerly side of West 30th Street;

THENCE easterly along the southerly side of West 30th Street, 66 feet to the point or place of BEGINNING.

EXHIBIT B

EXHIBIT B TO THE CONDOMINIUM DECLARATION

TO BE COMPLETED PRIOR TO RECORDATION OF CONDOMINIUM DECLARATION

[illegible]

[illegible]

Pursuant to the NYC Building Code, bedrooms shall not be less than 8 feet in any plan dimension. As the Units in the B and E lines become vacant, Declarant will move the bedroom wall out in order to meet the 8 feet NYC Building Code requirement. As Units 9C, 4D, 5D, 6D, 7D, 8D, 10D, 2F, 3F, 5F, 7F, 8F, 9F and 10F become vacant, Declarant will remove the bedroom wall in order to meet the 8 feet NYC Building Code requirement. Declarant does not intend to revise the Declaration of Condominium or Floor Plans in connection with the moving or removal of the wall in the aforelisted Units as the square foot area and dimensions of the Unit and Percent of Common Interest shall remain unchanged, or in connection with other Unit changes which do not result in any change to the approximate square footage of the Unit or the Percent of Common Interest.

EXHIBIT C

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below:

“Appurtenant Interest” refers to: (i) the undivided interest in the Common Elements of a Unit, (ii) the interest of such Unit Owner in any other Unit acquired by the Board 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, pursuant to the provisions of 339-x of the Condominium Act.

“Board” refers to the board of managers of the Condominium.

“Board Members” or (“Members of the Board”) refers to the members of the Board elected by the Unit Owners or designated by Declarant or its designee.

“Building” refers to the structure and improvements including lobby and above and below grade segments, known as 308-312 West 30th Street, New York, New York 10001, in which the Units are located.

“By-Laws” refers to the By-Laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as same may be amended from time to time.

“City Register’s Office” refers to the New York County Office of the Register of the City of New York.

“Common Charges” refers to assessments payable to the Condominium by Unit Owners for the purpose of meeting the cost of Common Expenses, as more particularly described thereto in Section 6.1.1 of the By-Laws.

“Common Elements” refers to those portions of the Building as well as the Facilities therein, existing for the exclusive common use of the Units or the Unit Owners.

“Common Expenses” refers to costs and expenses incurred or projected and attributable to the operation and maintenance of the Common Elements and Limited Common Elements and as otherwise provided in the Declaration and By-Laws.

“Common Interest” refers to the proportionate undivided interest in the Common Elements appurtenant to each Unit, expressed as a numerical percentage, determined in accordance with the Declaration. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to this Declaration.

“Condominium” refers to The Irvin Condominium.

“Condominium Act” refers to the New York Condominium Act, as amended from time to time, and presently found in Article 9-B of the New York Real Property Law.

“Declarant” refers to West 30th Realty LLC, a New York limited liability company, and its successors and assigns.

“Declarant and/or its designee(s),” “Declarant or a designee of Declarant” or similar term refers to Declarant, any of the members of Declarant, any affiliate of Declarant, any affiliate of any members of Declarant, any officer or shareholder of a corporate member of Declarant, or any member of a limited liability company which is a member of Declarant or any party designated in writing as a designee. An affiliate shall be deemed to be a person or an entity who or which owns more than 50% of the legal and beneficial interest of Declarant or of any member, a person or an entity with respect to which either Declarant or any member owns more than 50% of the legal and beneficial interest, or an entity as to which more than 50% of its legal and beneficial interest is owned by a person or an entity which owns more than 50% of the legal and beneficial interest of Declarant or of any member thereof.

“Declaration” refers to the instrument creating the Condominium, as the same may be amended from time to time.

“Emergency” refers to any situation where the applicable person, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or the Property.

“Facade” refers to the exterior facade of the Building including, without limitation, the exterior walls, window sills, cornices, parapets, doors and entranceways, and all other components (excepting the roof) of the exterior surface of the Building.

“Facility” or “Facilities” refers to all equipment and facilities necessary for the operation of the Building or its systems and includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: any system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

“First Closing,” or words of similar import, refers to the date fee title to a Unit is first conveyed to a Purchaser pursuant to the Plan.

“Floor Plans” refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Department of the City of New York and filed with the City Register’s Office.

“HVAC” refers to heating, ventilating and air conditioning servicing the Units.

“Initial Control Period” refers to the period ending the earlier of (i) the closing of title with Purchasers under this Plan to Units having at least 50% of the Common Interests of all Units or (ii) 5 years after the First Closing.

“Institutional Lender” refers to (i) a savings bank, savings and loan association, bank or trust company, credit union, or similar banking institution, insurance company, real estate investment trust, hedge funds, private equity fund, mortgage trust, a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher’s or union employee, welfare, pension or retirement fund or system, whether organized under the laws of the State of New York, the United States or any other state, or (iii) any foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency (or successor agency to either or such agencies) to transact business in the State of New York; or (iv) any instrumentality created by the United States or any state with the power to make mortgage loans, or (v) any so called conduit lender or (vi) any public or privately held fund engaged in real estate and or corporate investment or lending, any trustee of any trust or REMIC, CDO or other securitization vehicle or any other institution commonly engaged in real estate or corporate investment or lending, or (vii) any person who or which makes loans secured by real property, including condominium units, or (viii) any entity controlled by any entity listed in items (i) through (vii) above, or (ix) any other party that is considered a so-called “institutional lender” in the real estate finance community, or (x) Sponsor.

“Land” refers to the parcel of land described in Exhibit A to the Declaration.

“Law” or “Laws” refers to laws and ordinances of any or all of the federal, state, city, county and borough governments and 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, having jurisdiction over the Property or any Unit or any portion of any of the foregoing, any requirements or conditions of any licenses, permits, approvals or certificates issued by any of the foregoing, the direction of any public officer pursuant to law, and the requirements and conditions of any easement, covenant, restriction, condition or other encumbrance that is binding upon the Property or the applicable portion thereof.

“Licensee” refers to a Person that has entered into a Storage Locker License.

“Limited Common Elements” refers to those Common Elements which serve or benefit 1 or more but not all of the Units and/or the Unit Owners to which such particular Unit Owner(s) have exclusive access and use.

“Maintenance” or “Maintain” refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, alteration, addition, reconstruction, construction, demolition, restoration and replacement as and when necessary or desirable of any portion of the Building.

“Non-Purchasing Tenant” has the meaning set forth in Section 352-eeee of the New York State General Business Law.

“Permitted Mortgage” refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

“Permitted Mortgagee” refers to the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holders of the mortgages given by Sponsor to acquire or improve the Property.

“Plan” refers to the offering plan for the establishment of condominium ownership, as filed with the Department of Law, as the same may be amended from time to time.

“Property” refers collectively to the Land, the Building and the appurtenances thereto.

“Rent Laws” refers to (i) the New York City Rent Stabilization Law and the Code adopted pursuant thereto, (ii) the New York City Rent and Rehabilitation Law, (iii) the Rent and Eviction Regulations of the New York City Housing and Development Administration (rent control), (iv) New York State General Business Law, Section 352-eeee, (v) the Rent Regulation Reform Act of 1993 and 1997, (vi) the Emergency Tenant Protection Act of 1974 and (vii) any codes, rules and regulations promulgated thereunder and any administrative and/or judicial determinations and/or interpretations thereof to the extent that any or all of the same shall apply to the Property, as the same may be amended from time to time.

“Required Documentation” refers to such applications, permits, certifications, affidavits, forms, agreements, acknowledgments or other documents as may be required to enable the Declarant to exercise its rights or obligations under the Plan or the Declaration and the By-Laws, including, without limitation, Declarant’s rights to undertake, perform and complete work to the Unsold Units.

“Rules and Regulations” refers to the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

“Sign” refers to one or more signs, awnings, marquees, canopies, banners, flags, pennants, aerials, antennas or the like within the Property and/or on the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit and (ii) the operation of any business of Declarant, a tenant, occupant, managing agent or operator of all or any portion of any Unsold Unit.

“Storage Locker” refers to any storage locker located in the Storage Space.

“Storage Locker License” or “Storage Locker License Agreement” refers to an agreement entitling the Licensee to use a Storage Locker.

“Storage Space” refers to an area located in the cellar of the Building containing Storage Lockers. The Storage Space is a Common Element.

“Unit” refers to a Unit designated in the Declaration and the Floor Plans, and all such Units are collectively, referred to as the “Units.”

“Unit Owner” refers to any owner of a Unit, and all such owners are collectively referred to as “Unit Owners.”

“Unsold Unit” refers to any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or its designee or a Sponsor’s Transferee; a Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or 1 or more of the principals of any of them, is a member; or a Unit that is acquired by the holder of a Permitted Mortgage made by Declarant or the designee of a holder of such a Permitted Mortgage; or any Unit for which there is a signed agreement with Sponsor, but for which a closing has not yet occurred.

EXHIBIT D
TO THE DECLARATION OF CONDOMINIUM

BY-LAWS
OF
The Irvin Condominium
308-312 West 30th Street
NEW YORK, NEW YORK 10001

TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Page</u>
ARTICLE 1. GENERAL		1
1.1	Purpose.....	1
1.2	Applicability of By-Laws	1
1.3	Principal Office of Condominium	1
ARTICLE 2. BOARD OF MANAGERS		1
2.1	Number, Term and Qualification	1
2.2	Powers and Duties.....	2
2.3	Managing Agent and Manager.....	5
2.4	First Board	5
2.5	Resignation and Removal	5
2.6	Vacancies.....	6
2.7	Organizational Meeting of the Board.....	6
2.8	Regular Meetings of Board.....	6
2.9	Special Meetings of Board.....	6
2.10	Waiver of Notice.....	6
2.11	Determinations by Board; Quorum.....	6
2.12	Compensation	7
2.13	Liability of Board and Unit Owners	7
2.14	Fidelity Bonds.....	7
2.15	Committees	7
2.16	Principal Offices of Board	8
2.17	Status of Board.....	8
2.18	Incorporation of Board.....	8
2.19	Board as Agent of Unit Owners.....	8
ARTICLE 3. UNIT OWNERS		8
3.1	Annual Meetings.....	8
3.2	Place of Meetings.....	8
3.3	Special Meetings.....	8
3.4	Notice of Meetings and Actions Taken.....	8
3.5	Adjournment of Meetings	9
3.6	Order of Business.....	9
3.7	Title to Units	9
3.8	Voting	9
3.9	Election of Board Members; Rights of Declarant.....	10
3.10	Majority of Unit Owners.....	11
3.11	Quorum	11
3.12	Majority Vote.....	11
ARTICLE 4. OFFICERS		11
4.1	Designation	11
4.2	Election of Officers.....	11
4.3	Resignation and Removal of Officers.....	11
4.4	President.....	11
4.5	Vice President	12

4.6	Secretary	12
4.7	Treasurer	12
4.8	Execution of Documents.....	12
4.9	Compensation of Officers	12
ARTICLE 5. NOTICES		12
5.1	Notices	12
5.2	Waiver of Service of Notice	12
ARTICLE 6. OPERATION OF THE PROPERTY		13
6.1	Determination of Common Expenses and Fixing of Common Charges	13
6.2	Insurance	13
6.3	Repair or Reconstruction after Fire or Other Casualty or Condemnation	15
6.4	Payment of Common Charges	17
6.5	Collection of Common Charges.....	18
6.6	Default in Payment of Common Charges	18
6.7	Foreclosure of Liens for Unpaid Common Charges and Other Liens Held by the Board ..	18
6.8	Statement of Common Charges	18
6.9	Maintenance and Repairs.....	18
6.10	Violations of Obligations.....	19
6.11	Alterations, Additions, Improvements and Repairs of Units	20
6.12	Alterations, Additions, Improvements or Repairs to Common Elements.....	21
6.13	Alterations of Certain Common Elements	21
6.14	Restrictions on Use of Units	22
6.15	Use of Common Elements	22
6.16	Other Provisions as to Use.....	23
6.17	Right of Access.....	23
6.18	Rules and Regulations.....	23
6.19	Real Estate Taxes, Water Charges and Sewer Rents	23
6.20	Fuel	24
6.21	Gas	24
6.22	Electricity.....	24
6.23	Utilities Serving the Common Elements.....	24
6.24	Abatement and Enjoinment of Violations by Unit Owners	24
ARTICLE 7. MORTGAGES.....		25
7.1	Notice to Board.....	25
7.2	Notice of Default and Unpaid Common Charges	25
7.3	Performance by Permitted Mortgagees.....	25
7.4	Examination of Books.....	25
7.5	Representatives of Mortgagees	25
7.6	Consent of Mortgagees	26
ARTICLE 8. SELLING, LEASING AND MORTGAGING OF UNITS; ASSIGNMENT OF LICENSES		
26		
8.1	Selling and Leasing.....	26
8.2	Sovereign Immunity.....	28
8.3	No Severance of Ownership	29
8.4	Release by Board of Right of First Refusal	29
8.5	Certificate of Termination of Right of First Refusal.....	29
8.6	Financing of Purchase of Units by Board	29

8.7	Exceptions.....	29
8.8	Gifts and Devises, etc.	30
8.9	Unauthorized Sales or Leases of Units	30
8.10	Charges Imposed on Sale or Lease of Units	30
8.11	Power of Attorney.....	30
8.12	Notices Concerning Unit Ownership and Occupancy	30
8.13	Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common.....	30
8.14	Mortgage of Units.....	31
8.15	Lease or Purchase of Unit or Other Apartment for Superintendent/Resident Manager Residence	31
ARTICLE 9. RECORDS AND AUDITS		31
9.1	Records	31
9.2	Audits.....	31
9.3	Availability of Documents.....	31
ARTICLE 10. ARBITRATION.....		31
10.1	General Procedure.....	31
10.2	Costs and Expenses.....	32
10.3	Agreement by Parties.....	32
ARTICLE 11. MISCELLANEOUS		32
11.1	Waiver.....	32
11.2	Captions	32
11.3	Certain References	32
11.4	Severability	32
11.5	Insurance Trustee.....	33
11.6	Successors and Assigns.....	33
11.7	Covenant of Further Assurances.....	33
ARTICLE 12. AMENDMENT TO BY-LAWS		34
12.1	Amendments by Unit Owners.....	34
12.2	Amendments Affecting Declarant or its Designee	34
12.3	Amendments Affecting Permitted Mortgagees.....	34

SCHEDULE A - RULES AND REGULATIONS

BY-LAWS

ARTICLE 1.

GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of The Irvin Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of a lot of 66 feet along West 30th Street and 98 feet 9 inches deep (the "Land") which forms a part of Block 753 of Section 3 on the Tax Map of the Borough of Manhattan, City, County and State of New York, the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (collectively, the "Building"), including, without limitation, the Units, the Common Elements and the Limited Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (as the same may be amended from time to time, the "Declaration") in the New York County Office of the Register of the City of New York (the "City Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein, shall have the meanings given to those terms in the Declaration or in Exhibit C thereto.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined), as applicable. The acceptance of a deed of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified and will be complied with.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Board (as hereinafter defined).

ARTICLE 2.

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2 hereof, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board"). From and after the first annual meeting of Unit Owners as provided in Section 3.1 hereof, the Board shall consist of 5 persons elected by the Unit Owners, subject to Declarant's rights under Subsection 3.9.3 hereof. Notwithstanding anything to the contrary set forth above, no Unit Owner may be elected to serve on the Board if the Board has perfected a lien against such Unit Owner's Unit, which lien has not been satisfied at the time of the election.

2.1.2 Each Member of the Board, except for the first Board as provided in Section 2.4 hereof and except as otherwise provided herein, shall be elected at the annual meeting of Unit Owners and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant or its designee, (a) all members of the Board shall be either Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities which own Units, Permitted Mortgagees (as hereinafter defined), or family members of any of the foregoing. Other than Board members elected or designated by Declarant or its designee, no Board member shall continue to serve after such member ceases to be qualified as set forth above. As used herein the term “Permitted Mortgagee” means the holder of any mortgage (a “Permitted Mortgage”) of a Unit which is permitted to be placed thereon pursuant to these By-Laws.

2.2 Powers and Duties.

2.2.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, except such powers and duties which by Law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners.

2.2.2 Subject to the provisions of Subsection 2.2.1 hereof and without limiting the generality thereof, the Board shall have all powers and duties expressly set forth elsewhere in the Declaration and these By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate the Board’s obligations under the Declaration and these By-Laws.

2.2.2.1 The Board shall be entitled to make determinations with respect to the following matters:

- (a) Operating, caring, maintaining, repairing and replacing the Common Elements.
- (b) Determining the amount of Common Charges (as hereinafter defined).
- (c) Employing and dismissing personnel in connection with the maintenance and operation of the Common Elements and Limited Common Elements.
- (d) Adopting and amending the Rules and Regulations.
- (e) Making additions and improvements to, or alterations of, the Common Elements or Limited Common Elements.
- (f) Making repairs and restorations of the Common Elements or Limited Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.
- (g) Enforcing obligations of Unit Owners.
- (h) Levying fines against Unit Owners for violations of the Rules and Regulations as they pertain to the Units, Common Elements or Limited Common Elements (any such fines shall constitute Common Charges payable by the Unit Owner against which they are levied).

(i) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) as set forth in Section 6.2 hereof.

(k) Borrowing money on behalf of the Condominium, when required in connection with the operation and maintenance of the Common Elements or Limited Common Elements; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of \$200,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) the consent of the Declarant or its designee shall be required for any borrowing made while Declarant or its designee owns Unsold Units to which are appurtenant 10% or more of the Common Interests, and (iii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements or Limited Common Elements without consent of the owner of such Unit. If any sum borrowed by the Board pursuant to the authority contained in this subparagraph (k) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's 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 has filed or has the right to file against such Unit Owner's Unit.

(l) Organizing corporations to act as designees of the Board with respect to such matters as the Board may determine.

(m) Executing, acknowledging and delivering (i) any declaration or other instrument affecting the Property which the Board deems necessary or appropriate to comply with any Law 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 operation or maintenance of the Condominium or (ii) any consent, covenant, restriction, easement or declaration affecting the Property or any part thereof which the Board deems necessary or appropriate.

(n) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

(o) Obtaining and reviewing insurance for the Property, pursuant to the provisions of Section 6.2 hereof.

(p) Leasing or purchasing an apartment for use as the residence of the building Resident Manager, in addition to the Resident Manager's Unit, either in the Building or elsewhere (in compliance with applicable Law), and amending, modifying, extending, renewing and otherwise dealing in any way with respect to any such apartment.

(q) Licensing or leasing the Common Elements.

(r) Purchasing, leasing and otherwise acquiring in the name of the Board or its designee, on behalf of all Unit Owners, any Units offered for sale or lease or surrendered by their owners to the Board.

(s) Purchasing Units at foreclosure or other similar sales, in the name of the Board or its designee, on behalf of all Unit Owners.

(t) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Board or its designee, on behalf of all Unit Owners.

(u) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Board in writing from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(v) Purchasing or leasing space, in the name of the Board, for the storage of personal property of Unit Owners, and in connection therewith the promulgation of conditions, rules and regulations for the operation and supervision thereof.

(w) Imposition of move-in fees and charges, and transfer fees in connection with the sale or lease of a Unit; provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant or its designee(s).

(x) Reviewing and approving requests for alterations, additions, improvements, renovations and repairs by Unit Owners to their respective Units, Limited Common Elements, and the Common Elements and establishing rules and procedures with respect to such alterations, additions, improvements, renovations and repairs, excluding the Units of the Declarant.

(y) To approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments and any special fees and assessments from Licensees pursuant to the Storage Locker License.

(z) To acquire in the name of the Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, Storage Locker Licenses terminated or surrendered by the Licensee to the Condominium.

2.2.3 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board in connection therewith shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.2.4 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant continues to own at least 25% in aggregate Common Interests in Units, but in no event later than 5 years from the First Closing of a sale made under the Offering Plan, the Board may not, without Declarant's or such designee's prior written approval: (i) make any addition, alteration or improvement to the Common Elements, Limited Common Elements, or to any Unit; (ii) increase or decrease the number or change the kind of employees initially hired for the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the Condominium or

otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium; (v) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; or (vi) exercise a right of first refusal to lease or purchase a Unit provided that Declarant's or its designee's written consent is not necessary to perform any function or take any action described in items (i) through (vi) above if and only if the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Board to comply with Laws of any governmental authority having jurisdiction over the Condominium.

2.2.5 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own at least 1 Unsold Unit, the Board may not, without the consent of the Declarant or its designee, (i) reduce or eliminate any services provided to Non-Purchasing Tenants under the Rent Laws or their tenancies or as otherwise may be required by Law, in such a manner as may result in the reduction of the rents or use and occupancy sums paid by such Non-Purchasing Tenants, (ii) separately assess a Unit Owner for fees for such services (unless such services are separately assessed at the time of the filing of this Declaration) or (iii) to the extent that services to Non-Purchasing Tenants are currently individually assessed for the provision of additional services, assess Unit Owners for an amount greater than can be charged by the owner of the Unit to the Non-Purchasing Tenants under the Rent Laws.

2.3 Managing Agent and Manager. The Board may employ a managing agent and/or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to such managing agent or manager other powers granted to the Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (d), (k), (l), (m), (n), (p), (s), (t) and (v) hereof. Notwithstanding anything to the contrary set forth above, all Units occupied by Non-Purchasing Tenants will be managed by the same managing agent who manages all other Units in the Building. Such managing agent will provide to Non-Purchasing Tenants all services and facilities required by Law on a non-discriminatory basis.

2.4 First Board. The Board shall initially consist of the 2 persons designated by Declarant to initially comprise the Board. The Board members shall be deemed to have been "elected" as members of the Board for the purposes of these By-Laws. Within 1 year after the date of the First Closing, the Board will call for the 1st annual meeting of Unit Owners for the purpose of electing a new Board in accordance with the provisions of Section 3.1 hereof and subject to the rights of Declarant to designate (or nominate and elect) certain members of the Board as more particularly described in Subsection 3.9.3 hereof, unless more than 50% of the Units are sold, in which case the first annual meeting of Unit Owners will be called within 30 days after the sale of 50% of the Units. The terms of each member of the Board shall expire annually.

2.5 Resignation and Removal. A Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of Subsection 3.9.3 hereof, a Board member elected by the Unit Owners may be removed, with or without cause, by a majority vote of Unit Owners present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. The Board Member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Board members designated (or nominated and elected) by Declarant or its designee may only be removed by members other than Declarant or its designees with cause and shall be replaced as described in Section 2.6 hereof. In addition, any member of the Board who is designated (or nominated and elected) as such by Declarant or its designee may be removed by such designating or nominating and electing party at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

2.6 Vacancies. Subject to the provisions of Subsection 3.9.3 hereof, any vacancy on the Board, for whatever reason, shall be filled by the members of the Board then in office, at a special meeting of the Board 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 any person so elected shall be a member of the Board until the next annual meeting of the Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on the Board created by the resignation, removal or any other cause which results in a Board Member designated (or nominated and elected) by Declarant or its designee ceasing to be a member of the Board, Declarant or its designee, as the case may be, shall have the sole right to designate (or nominate and elect) a replacement for such member.

2.7 Organizational Meeting of the Board. The first meeting of the Board following each annual meeting of the Unit Owners shall be held immediately following each such annual meeting.

2.8 Regular Meetings of Board. Regular meetings of the Board may be held at such time and place in the Borough of Manhattan or the office of the Managing Agent as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or e-mail, at least 5 business days prior to the day named for such meeting.

2.9 Special Meetings of Board. Special meetings of the Board may be called by the President or Vice President of the Board by giving 5 business days' prior notice to each member of the Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place in the Borough of Manhattan and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice on the written request of at least 2 members of the Board.

2.10 Waiver of Notice. Board members may at any time waive, in writing, notice of the Board meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Board; Quorum.

2.11.1 Except as otherwise set forth in Sections 2.6 and 2.11.4 hereof, all determinations by the Board shall be made at a meeting of the Board at which a quorum thereof is present. At the Board meeting, a majority of the members thereof shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of the Board.

2.11.2 The vote of a majority of the Members of the Board attending a duly constituted meeting of the Board at which a quorum is present shall decide all matters on behalf of the Board relating solely to the Common Elements, the Common Expenses, or all or a portion of the Units.

2.11.3 If there is less than a quorum present at the Board meeting, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.4 Members of the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating

in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of the Board.

2.12 Compensation. No member of the Board shall receive any compensation for acting as such.

2.13 Liability of Board and Unit Owners.

2.13.1 To the extent permitted by applicable Law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of the managing agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by the managing agent or manager thereof may state that it is made by the Board, managing agent or manager only as agent for all Unit Owners, that the Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and may also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium, shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and, unless expressly stated to the contrary in such contract (as determined by the Board in its sole and absolute discretion), to the extent permitted by applicable Law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Board members shall have no liability to Unit Owners except that a Board member shall be liable for such Board member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify the Board members against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Board may contract or effect any transaction with a Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.13.2 No Board member shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Board or any member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Common Element.

2.14 Fidelity Bonds. The Board shall obtain or ensure maintenance of fidelity bonds in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds shall constitute Common Expense.

2.15 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of as many members as the Board shall deem appropriate for the purpose of making such reports and studies as the Board deems appropriate. Any Executive Committee shall be required to consist of at least 1 member of the Board. For so long as Declarant or its designee is entitled

to designate (or has nominated and elected) 1 or more members to the Board, any committee appointed by the Board shall have at least 1 of its members appointed by Declarant or its designee.

2.16 Principal Offices of Board. The principal offices of the Board shall be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Board.

2.17 Status of Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the Board shall, to the extent permitted by applicable Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of Section 2.18 hereof, the provisions of this Section 2.17 shall no longer be applicable to the Board.

2.18 Incorporation of Board. To the extent and in the manner provided in the Condominium Act, the Board may, by action of the Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event the Board so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.19 Board as Agent of Unit Owners. In exercising their powers and performing their duties under the Declaration and these By-Laws, the Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3.

UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Unit Owners shall be held on a date which is no later than 1 year after the First Closing. Such meeting shall be held on not less than 10 days' nor more than 40 days' written notice. At such meeting, the incumbent Board shall resign and the Unit Owners shall elect (in accordance with the provisions otherwise provided in these By-Laws) 5 members of the Board. Thereafter, annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Board Members shall be elected and there shall also be transacted such other business as may properly come before such meetings.

3.2 Place of Meetings. Meetings of all or any Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the Board.

3.3 Special Meetings. The President of the Board shall call a special meeting of the Unit Owners upon a petition signed and presented to the Secretary of the Board by not less than 25% in Common Interest of Unit Owners.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal

delivery, regular mail or recognized overnight courier, at least 10 but no more than 40 days prior to the date named for the meeting and shall be given or sent to the Unit Owners of record as of the date of the notice, at their address at the Property or at such other address as any Unit Owner has designated by notice in writing to the Secretary at least 10 days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least 30 days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment. Only Unit Owners of record as of the date of a notice are entitled to vote at the meeting for which said notice is sent.

3.5 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

- (a) Call to order;
- (b) Roll call;
- (c) Proof of notice of meeting;
- (d) Reading of minutes of preceding meeting;
- (e) Reports of officers;
- (f) Reports of members of the Board;
- (g) Reports of committees;
- (h) Election of inspectors of election (when so required);
- (i) Election of members of the Board (when so required);
- (j) Unfinished business;
- (k) New business; and
- (l) Adjournment.

3.7 Title to Units. Title to Units may be taken by individual, corporation, partnership, association, trust or other entity, or any 2 or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 Voting.

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Board and shall be

revocable at any time by written notice to the Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of 6 months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. The Board shall not be entitled to vote the interest appurtenant to any Unit owned by the Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, in all elections for the Members of the Board, each Unit Owner (or such Unit Owner's proxy) entitled to vote (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast the total of votes equal to: (i) one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit, (ii) multiplied by the number of members to be elected to the Board; and to cast the votes represented by the product obtained by multiplying (i) by (ii) for a single member or distribute them among the number of members to be voted for, or any 2 or more of them, as he may see fit.

3.8.3 Notwithstanding anything to the contrary set forth above, Unit Owners may vote to amend the Declaration and these By-Laws pursuant to Article 19 of the Declaration and Article 12 hereof, without a meeting, provided that such Unit Owners receive no less than 30 days notification of such proposed amendment from the Board, together with a copy of the text of such proposed amendment and a proxy with respect to such vote.

3.9 Election of Board Members; Rights of Declarant.

3.9.1 All elections of Board Members shall be determined by plurality vote.

3.9.2 When voting for Board Members, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interest owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Unit Owners, Declarant or its designee shall have the right to vote all of the Common Interests attributable to Unsold Units owned by it until Declarant or its designee has closed title to all of the Unsold Units owned by it. Declarant or its designee shall have the right to elect a majority of the Board Members until the earlier to occur of (i) 5 years from the date of the First Closing or (ii) that date upon which the Unsold Units constitute less than 50% of the Common Interests of the Condominium (the "Initial Control Period"). After the Initial Control Period, Declarant or its designee shall have the right to designate 2 Board Members for so long as Common Interests attributable to Unsold Units equal, in the aggregate, more than 15% of the Common Interests of all Units; and for so long as Declarant or its designee owns at least 1 Unsold Unit, Declarant or its designee shall have the right to designate at least 1 Board Member. In addition to Declarant designating the aforesaid Board Members, the Declarant or its designee may cast its votes for individuals nominated to the Board who are not nominated or designated by Declarant or its designee, which individuals, if elected, shall not be deemed Declarant's or its designee's nominees or designees and shall not be deemed to cause Declarant or its designee to control the Board. For so long as Declarant or its designee is entitled to designate at least 1 Board Member, the number of members of the Board may not be increased without the consent of Declarant or its designee. Any vacancy created by removal of a Board Member designated (or nominated and elected) by Declarant or its designee, or by any other cause which results in a Board Member designated (or nominated and elected) by Declarant or its designee ceasing to be a member of the Board, shall be filled by a person designated by Declarant or its designee. Within 30 days after the Initial Control Period, the members of the Board which were designated (or

nominated and elected) by Declarant or its designee, to the extent such member(s) cause Declarant or its designee to have a majority of the Board Members, shall resign and the Board shall call a meeting of Unit Owners, to be held within such 30-day period, to elect a new Board Member(s).

3.10 Majority of Unit Owners. Except as may otherwise be provided by Law, as used in these By-Laws, the term “Majority of Unit Owners” means those Unit Owners, having more than 50% of the total votes cast (in person or by proxy) at any meeting at which a quorum is present of Unit Owners determined in accordance with the provisions of Section 3.8 hereof.

3.11 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than 50% of the Common Interests attributable to the Units shall constitute a quorum at all meetings of Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Units Owners owning Units to which 50% or more of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners

3.12 Majority Vote. Except where otherwise provided by Law, the Declaration or these By-Laws, at all meetings of Unit Owners the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes. Except as otherwise provided by Law, the Declaration or these By-Laws, at all meetings of Units Owners the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

ARTICLE 4.

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The members of the Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. None of the officers of the Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Board after the first annual meeting of Unit Owners. Thereafter, all officers of the Board must be Unit Owners unless such officer is a member of the Board designated (or nominated and elected) by Declarant or its designee.

4.2 Election of Officers. The officers of the Board shall be elected annually by the members of the Board at the organizational meeting thereof and shall hold office at the pleasure of the Board until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice personally delivered or sent by registered or certified mail, return receipt requested, to the office of the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board, any officer (other than an officer designated (or nominated or elected) by Declarant or its designee) may be removed for cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners from time to time, as the President decides is appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board shall appoint some member of the Board to act in the place of the President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all meetings of Unit Owners and of the Board. The Secretary shall have charge of such books and papers as the Board requires and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the managing agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, any expenditure by the Board in excess of \$10,000.00 must be countersigned by 2 members of the Board. If for any reason whatsoever 1 member refuses to countersign such an expenditure which has been authorized, the Board shall designate and authorize another Board member to countersign the expenditure.

4.9 Compensation of Officers. No officer of the Condominium shall receive any compensation for acting as such.

ARTICLE 5.

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be personally delivered or sent by registered or certified mail, return receipt requested to the office of the Board or to such other address as the Board may designate from time to time, by notice in writing to the Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a managing agent of the Board, a duplicate of any notice to the Board shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail, return receipt requested to the Property address of such Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board or the managing agent. All notices to Permitted Mortgagees shall be personally delivered or sent by registered or certified mail, return receipt requested, to their respective addresses, as designated by them from time to time, in writing to the Board or the managing agent. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by Law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6.

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the operation and maintenance of the Common Elements ("Common Expenses") shall be determined by the Board as set forth below. Common Expenses shall also include such amounts as the Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Common Elements. The Board shall from time to time and at least annually prepare a budget to meet Common Expenses and shall allocate and assess to the Unit Owners charges to meet Common Expenses ("Common Charges") pro rata in accordance with the aggregate respective Common Interests of the Unit Owners as set forth in the Declaration, except as otherwise provided in the Declaration or these By-Laws or to the extent a different method of allocation is described in Schedule B - Projected Budget for First Year of Condominium Operation, set forth in the Offering Plan. Such budget shall include such amounts for reserves as the Board deems appropriate. Common Charges shall also be deemed to include any special assessment imposed by the Board on Unit Owners. In addition to basing charges on Common Interests, the Board may also make allocations and assessments of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of Law. All Special Assessments relative to the Limited Common Elements shall be levied against all of the Unit Owners having an interest such Limited Common Elements in proportion to their Common Interests except with respect to any Special Assessments relative to the Storage Locker Licenses which shall be levied only against the Licensees of such areas in equal shares relative to the number of such Licensees in such affected areas.

6.1.2 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Board as agent for and on behalf of the Unit Owners.

6.1.3 Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

6.1.4 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any Unit Owner or individual.

6.2 Insurance.

6.2.1 The Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to an agreed upon replacement cost of the Building (exclusive of foundation and footings and, at the election of the Board in its sole and absolute discretion, terrorism insurance), said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss thereunder, if any, shall be payable to such Permitted Mortgagee as its interest may appear, subject

however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for 1 year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) elevator liability and collision insurance (if appropriate); (h) fidelity insurance covering the Board and all officers, directors, managing agents and employees of the Condominium; (i) directors and officers liability insurance; and (j) such other insurance as the Board may determine. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by the Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess of \$1,000,000, shall be payable to a New York City bank or trust company designated by the Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 11.5 hereof.

6.2.3 The fire, casualty and general liability insurance policy will be on terms that provide: (1) that each Unit Owner is an additional insured party; (2) that there will be no cancellation without notice to the Board; (3) a waiver of subrogation; (4) a waiver of any defense based on co-insurance; (5) a waiver of invalidity because of the acts of the insured and Unit Owners; and (6) a waiver of pro-rata reduction if Unit Owners obtain additional coverage and shall provide that such policies may not lapse, be canceled or substantially modified without at least 10 days' prior written notice to all of the insured, including all Unit Owners and Permitted Mortgagees and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, shall notify in writing the Board. The Board and all Unit Owners hereby waive their subrogation rights.

6.2.4 The Board shall also be required to obtain and maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering (i) the Board, the managing agent or manager, (ii) each Board member and each officer and employee of the Condominium and (iii) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines.

6.2.6 The Board is not required to obtain or maintain any insurance with respect to a Unit or any personal property contained in a Unit and/or, Storage Locker and/or Limited Common Elements. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any Limited Common Element appurtenant thereto or any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any 1 occurrence and \$1,000,000 for damage to property plus at least \$2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to, appropriate coverage for additions, alterations improvements and betterments and loss due to water damage as well as personal property). The limits of liability and other requirements relative to each Unit Owner's insurance coverage may be modified by the Board from time to time. All policies shall provide that they cannot be canceled without at least 30 days' prior notice to the Board. Upon 10 days' written notice from the Board or the managing agent, the Unit Owner shall

deliver to the Board a duplicate original of the aforesaid policies or certificates evidencing such insurance or such other confirmation satisfactory to the Board. To the extent any party is insured for loss or damage to property, such party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board, as required, the Board may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board may determine in its sole discretion, including, without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

6.3 Repair or Reconstruction after Fire or Other Casualty or Condemnation.

6.3.1 In the event that either (i) the Building or any part thereof (other than the Units) is damaged or destroyed by fire or other casualty (a “Casualty Loss”) or (ii) the Common Elements or any part thereof is taken in condemnation or by eminent domain (a “Taking”), the net insurance proceeds payable under the insurance policies maintained by the Board pursuant to the terms of Section 6.2 hereof by reason of such Casualty Loss, or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Board, if the same shall be \$1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed \$1,000,000 in the aggregate. In either instance, all such monies actually received (“Trust Funds”) shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 6.3. Notwithstanding anything to the contrary contained in this Section 6.3, no Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, or any portion thereof is taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he may have to pursue a separate claim against the condemning authority by reason thereof.

6.3.2 Except as otherwise provided in Subsection 6.3.3 hereof, the Board shall arrange for the prompt repair or restoration (“Work”) of: (i) in the event of a Casualty Loss, the portion(s) of the Building affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. Damage or destruction to a Unit shall be promptly repaired and reconstructed by the Owner of the affected Unit(s). If, pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the Work shall be performed to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. If a Unit Owner fails to repair or reconstruct such Unit Owner’s Unit, the Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as a special assessment.

6.3.3 In the event that Work shall be performed pursuant to the terms of Subsection 6.3.1 and 6.3.2 hereof, the Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Common Expense, or shall receive all of the surplus, as the case may be. Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.3 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens.

6.3.4 If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Declarant or its designee, if Declarant or

its designee shall then own any Units), shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of Subsections 6.3.1 and 6.3.2 hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and 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 the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, to the extent allocated to destroyed or damaged portions of the Common Elements, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. The Board agrees to provide a Permitted Mortgagee, and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, shall notify in writing the Board, prompt notice of any condemnation or casualty loss that affects either a material portion of the Building or the Unit securing its mortgage. Notwithstanding anything to the contrary herein set forth or in the Declaration, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons shall require the written consent of the Permitted Mortgagees representing at least 51% of the common interests of the Units which are subject to the Permitted Mortgages.

6.3.5 If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of Section 6.3.4 hereof, 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, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements, if any, prior to such Taking. The Board 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 Interests 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 and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

6.3.6 As used in this Section 6.3, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than the earlier of: (a) 60 days after the date upon which the Insurance Trustee notifies the Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, (b) 90 days after the date upon which the Insurance Trustee notifies the Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Board pursuant to the terms of Subsection 6.3.1 hereof, 60 days after the date upon which the Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

6.3.7 Any dispute that may arise under this Section 6.3 between any Unit Owners shall be resolved by Arbitration.

6.4 Payment of Common Charges.

6.4.1 The Unit Owners shall be obligated to pay to the Board the Common Charges assessed to them pursuant to the provisions of Section 6.1 hereof at such time or times as the Board determines. No Unit Owner may be exempted from liability for such Unit Owner's Common Charges by waiving use of any Common Elements or by abandonment of such Unit Owner's Unit. Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property shall not be grounds for a Unit Owner withholding or failing to pay all or any portion of the Common Charges or any other assessments. Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages (which, at the time of such conveyance, shall not exceed the market value of the Unit being conveyed) and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Board or its designee, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by Law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by Law, the Board, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit.

6.4.3 All liens provided for in Subsection 6.4.2 hereof, to the extent permitted by applicable Law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding the provisions of Subsection 6.4.2 hereof, neither the seller nor the purchaser of a Unit shall be liable, nor shall the Unit be conveyed subject to a lien, for any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Board.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, the Board pays real estate taxes on behalf of the Unit Owners, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Subsection 6.4.2 hereof) for any such accrued and unpaid amounts.

6.4.6 A Unit Owner other than Declarant or its designee, owning a Unit occupied by a Non-Purchasing Tenant, must deposit with the managing agent at acquisition of title to the Unit, an amount equal to not less than the greater of (i) 2 months' Common Charges or (ii) 2 months' rent to be

used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Such Unit Owner agrees that upon written notice by the then managing agent that such deposit has been diminished, the Unit Owner shall replenish such fund within 30 days thereafter. In the event the Unit Owner fails to so replenish such fund, the Board will have a lien against the Unit Owner's Unit in accordance with Subsection 6.4.2 hereof.

6.5 Collection of Common Charges. The Board of the Managing Agent shall take prompt action to collect any Common Charges due which remain unpaid for more than 30 days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges by the 10th day of each month, such Unit Owner shall be obligated to pay a "late charge" equal to interest at the rate of 1.50% per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by the managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

6.7 Foreclosure of Liens for Unpaid Common Charges and Other Liens Held by the Board. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, or the failure of a Unit Owner to replenish the Working Capital Fund after notice from the Board to do so, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase any Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the votes appurtenant to such Unit). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.8 Statement of Common Charges. The Board shall promptly provide any Unit Owner who so requests with a written statement of all unpaid Common Charges due to it from such Unit Owner (but not more often than twice in any 12-month period).

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all maintenance in or to any Unit (including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, all entrance doors and their frames and saddles, windows (including glass), exposed plumbing, gas and heating fixtures and equipment, any air conditioning in the Units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to Subsection 6.15.5 hereof or any other section in these By-Laws, but excluding any other Common Elements contained therein) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense. Notwithstanding the foregoing, any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Board at the sole cost and expense of the Unit Owner of such Unit (unless such breakage is caused by the Board or the negligence of any other Unit Owner, in

which event such replacement of glass windows will be at the sole cost and expense of the Board or such Unit Owner). No replacement, modification or alteration may be made to or of the windows (other than replacement of the window panes) without the consent of the Board.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1 hereof:

6.9.2.1 In the event that any maintenance to the Property or any part thereof is substantially necessitated by the negligence, misuse or neglect of any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and the windows may not be modified, altered or replaced without the consent of the Board. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants.

6.9.2.3 The exterior surface of all windows in the Units, if so determined by the Board, shall be washed and cleaned by the Board and the cost and expense thereof shall be a Common Expense of the Unit Owners. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.

6.9.2.4 The exterior of all front doors of Units shall not be painted or decorated other than with the consent of the Board.

6.9.2.5 No awnings, air conditioning equipment, ventilators or other Facilities or equipment will be installed or modified in the Units (other than with respect to the Unsold Units) without the prior written approval of the Board.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in good condition by the Unit Owner or the Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance in connection therewith. In addition, those areas exposed to public view shall be kept in good, clean and neat appearance, by each Unit Owner with respect to the Unit including, all windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit must be white if visible from outside the Unit).

6.9.4 The Board shall not be obligated to maintain any particular temperature and/or humidity in any Unit.

6.10 Violations of Obligations.

6.10.1 In the event that any Unit Owner, within a reasonable time after receipt of written notice from the Board, fails to perform any of its obligations with respect to the maintenance of its Unit as provided in this Article 6 or of any Limited Common Element for which a Unit Owner is responsible under the Declaration or these By-Laws, the Board may, but shall not be obligated to, perform or cause to be performed such maintenance unless such Unit Owner, within 30 days after receiving notice of such default from the Board (or sooner in the case of Emergency), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such maintenance by the Board, together with interest

thereon at the rate of 1.50% per month from the date on which the Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

6.10.2 Each Unit Owner must strictly comply with the provisions of the Declaration, these By-Laws and the Rules and Regulations. Failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief will not be exclusive of other remedies provided by Law.

6.11 Alterations, Additions, Improvements and Repairs of Units.

6.11.1 Except as otherwise provided in the Declaration, no Unit Owner shall make any alteration, addition, improvement or repair in or to such Unit Owner's Unit involving non-structural or structural work or which impact upon Building systems, or a neighboring Unit, without the prior written approval of the Board. The Board shall have the obligation to respond to any written request by Unit Owners for approval of a proposed non-structural or structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 60 days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed alteration, addition, improvement or repair. With respect to any alteration, addition, improvement or repair, the Board may exercise the right to reasonably approve the contractors and suppliers performing any alteration, addition, improvement or repair in any Unit and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. In addition, the Board will have the right, as a condition to approving a Unit Owner's request to renovate kitchens and bathrooms, to require such Unit Owner to replace plumbing, steam and gas risers running through or adjacent to the Unit or to contribute to the Condominium the sum necessary to enable the Condominium to perform such replacements. The Board may impose fees upon a Unit Owner to reimburse the Board for its costs (and/or costs of its agents) incurred in reviewing or supervising the aforesaid work. The foregoing provisions shall not apply to Declarant or its designee or a Permitted Mortgagee (or its designee) of Declarant or its assignee, which shall not be required to obtain the approval of the Board for any alteration, addition, improvement or repair, whether structural or non-structural in or to Unsold Units or to enter into any alteration agreement with respect thereto or perform any additional work as a condition thereof or pay any costs in connection therewith.

6.11.2 Any walls or partitions contained in a Unit which do not conform to the Floor Plans contained in Part II of the Offering Plan or with applicable law must be removed at the Unit Owner's sole cost and expense in accordance with the provisions of Subsection 6.11.1 hereof. Any walls or partitions to be erected in a Unit other than those shown on the Floor Plans contained in Part II of the Offering Plan must conform with the requirements of Subsection 6.11.1 hereof and the Unit Owner must obtain a valid work permit and a certificate of completion from the New York City Department of Buildings for such partition or wall.

6.11.3 All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all Laws. A Unit Owner (and his successors) making or causing to be made any alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to be liable for all future maintenance and the cost thereof relative to any such alteration, addition, improvement or repair and to hold the Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.4 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an alteration, addition, improvement or repair in or to any Unit so approved by the Board (if such approval is required) shall, if required by Law or such department or authority, be executed by the Board, provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant or its designee is hereby authorized on behalf of the Board to execute the Required Documentation as may be required to undertake, perform and complete such work to the Unsold Units and Common Elements as Declarant is entitled to perform in accordance with the terms of the Declaration and these By-Laws (including, without limitation, any certificates as may be required to amend the existing certificate of occupancy to reflect a reconfiguration of the Units and/or a change in use) and to obtain such certificates of completion as may then be required by Law and the Board, if requested by Declarant or its designee, shall execute the Required Documentation.

6.12 Alterations, Additions, Improvements or Repairs to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to (i) the Common Elements shall be made by the Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense, and (ii) a Limited Common Element shall be made by the Unit Owner or Unit Owners benefitting from the Limited Common Element at the benefitting Unit Owner(s)' sole cost and expense.

6.13 Alterations of Certain Common Elements.

6.13.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by the Board, Mortgage Representative or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (collectively, an "Alteration"), proposed to be made by Declarant or its designee (collectively, the "Proponent"), such consent shall not be unreasonably withheld or delayed by the Board, Mortgage Representative or Unit Owner (collectively, the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within 30 days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30 day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to Unit Owners represented by the Opposing Party as Common Expenses, (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of those Units represented by the Opposing Party and (c) the proposed Alteration would not materially weaken the structure of the Building.

6.13.2 Nothing contained in Subsection 6.13.1 hereof shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's

right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.14 Restrictions on Use of Units.

6.14.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Unit shall be used for residential purposes only; provided, however, that with the consent of the Board or Declarant or its designee, up to 25% of the usable floor space of any Unit (but not to exceed 500 square feet) may be used for certain home occupation or professional office use, provided such use does not interfere with the use and enjoyment of other Units by their respective Unit Owners.

6.14.1.1 Notwithstanding anything to the contrary set forth above, the Board or the Declarant or its designee (in connection with the conveyance of an Unsold Unit) may, in their respective discretion, grant permission for the use of a Unit as a professional office or for any other purpose, provided such use (1) is permitted by Law, (2) does not violate any then existing certificate of occupancy for the Building, and (3) complies with all applicable governmental regulations. Such permission by the Board or the Declarant or its designee, as the case may be, shall be in writing and shall be personal to the Unit Owner. Any successor in title to such Unit shall be required to obtain the prior written approval of the Board or Declarant or its designee, as the case may be, before using such Unit as a professional office or for any other purpose. No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant may be accommodated therein.

6.14.1.2 Each Unit Owner shall notify the managing agent in writing when a child or children under the age of 10 years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the managing agent. See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" for further details.

6.15 Use of Common Elements.

6.15.1 The Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 Without the prior consent of the Board, no furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the Common Elements or Limited Common Elements, if any, other than in any (a) Limited Common Elements for the exclusive use of a particular Unit Owner or (b) in areas designated as storage areas, if any. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15.3 Unit Owners shall require their tradesmen to utilize exclusively the elevator (if any) and entrance designated by the Board for transporting packages, merchandise or other objects.

6.15.4 The owner of any 2 or more Units, which Units are serviced or benefited by any Common Element adjacent or appurtenant to such Units (or serviced or benefited by any Common Element adjacent or appurtenant to such Units located on opposite sides of such hallway) shall, to the extent permitted by Law and with the consent of the Board (which consent may be withheld in the absolute discretion of the Board), have the exclusive right of use of such Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such

portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation and maintenance of such Common Element for so long as such owner exercises such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Units which are Unsold Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board. Notwithstanding the above, if an owner transfers or conveys its Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by (a) and (b) above.

6.15.5 Each Storage Locker shall be used only for the storage of personal effects of the Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any material which will pose a health or safety threat or which will result in the cancellation of insurance on the Building, or the contents thereof, or which would otherwise create a nuisance, be stored therein. Except for Declarant, no Storage Locker may be licensed independently of the ownership of a Unit.

6.15.6 The Board has the authority to promulgate additional rules regarding the use of and access to the Storage Lockers and the procedures for assigning such Storage Lockers. A Unit Owner may transfer or surrender the Storage License to the Board which shall be authorized to reissue such Storage Locker License to another Unit Owner for such consideration as the Board shall deem appropriate.

6.15.7 Notwithstanding anything to the contrary contained in this Section 6.15, Declarant or its designee may, without the consent of either the Condominium or the Unit Owners, use any unlicensed Storage Locker for any purpose, provided such use is permitted by law.

6.16 Other Provisions as to Use. No nuisance shall be allowed in any Unit, nor shall any use or practice be allowed in the Unit, which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No immoral, improper, offensive or unlawful use shall be made of any Unit or any portion thereof. All Laws relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such part of the Property.

6.17 Right of Access. Each Unit Owner shall grant a right of access to such Unit Owner's Unit and Storage Locker, if any, to the Declarant or its designee for the completion of any work to be performed in the Building including but not limited to any punch list work in Units, and to the Board, the Managing Agent, Resident Manager and/or any other person authorized by the Declarant or its designee. In case of an Emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.18 Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations (collectively, the "Rules and Regulations") concerning the use of the Units and the Common Elements. The Board may from time to time, modify, amend or add to the Rules and Regulations. The Board shall also have the authority to promulgate special rules and regulations concerning the use of storage space, if any, for the personal property of the Unit Owners.

6.19 Real Estate Taxes, Water Charges and Sewer Rents. Water and sewer services shall be supplied to and for all of the Units and any Limited Common Elements through one or more building systems by the City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector, the Board shall pay all such charges, together with all

related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest of each Unit bears to the Common Interests of all Units) to the Board as Common Charges, which will in turn pay such taxes to the proper authorities of the City of New York. In the event of a proposed sale of any Unit, the Board, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as the Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.20 Fuel. The cost and expense of fuel serving or benefiting the Building and the Units will be borne by the Unit Owners as a Common Charge.

6.21 Gas. Gas for the Units (including without limitation, gas for hot water) will be supplied by the utility company servicing the gas distribution system in the Building and charges therefor shall be paid by the Board. The cost of gas for domestic cooking consumed in the Units will be borne by the Unit Owners as a Common Charge.

6.22 Electricity. Electricity for each Unit shall be supplied by the utility company servicing the Units and metered or submetered for some Units (or portion thereof). Some Unit Owners shall be required to pay the bills for electricity consumed or used in such Unit Owners' Unit (or portion thereof) and any Limited Common Elements to which such Unit has exclusive access, directly to the utility company or as directed by the Board. Electricity for the Common Elements shall be supplied through one or more separate meters or submeters therefor and the cost thereof will be paid by the Board and will be borne by the Unit Owners accordingly as Common Charges.

6.23 Utilities Serving the Common Elements. Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Element, (ii) determined by the Board, and (iii) charged as a Common Expense.

6.24 Abatement and Enjoinment of Violations by Unit Owners.

6.24.1 The violation of any of the Rules and Regulations or the breach of these By-Laws or the breach of any provision of the Declaration, shall give the Board the right, but not the obligation, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or any Common Element or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.24.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7.

MORTGAGES

7.1 Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board. The mortgage shall be substantially in the form of the New York Board of Title Underwriters or such other forms customarily used by lenders making loans secured by individual condominium Units. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

7.2 Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee, the Board shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws which may to the Board's knowledge then exist. The Board agrees to provide a Permitted Mortgagee, and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, has provided written notice to the Board, prompt notice of any 60 day delinquency in the payment of assessments or charges owed by any Unit Owner on which it holds a Permitted Mortgage.

7.3 Performance by Permitted Mortgagees. The Board shall accept from any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner and in such event and receipt by the Permitted Mortgagee of notice of any such default, the Permitted Mortgagee shall be entitled to an additional 10 day period after expiration of applicable notice and cure periods within which to cure any monetary default by a Unit Owner hereunder and an additional 30 days after expiration of applicable notice and cure periods within which to cure any non-monetary default by a Unit Owner hereunder; provided, however, that in the case of a non-monetary default that cannot, in the exercise of due diligence, be cured within such 30 day period, the Permitted Mortgagee shall have such time as is reasonably necessary to cure such non-monetary default (including any time reasonably necessary to obtain possession of the Unit(s) covered by such Permitted Mortgage if possession is necessary to enable such Permitted Mortgagee to cure or remedy such default or event of default), provided that such Permitted Mortgagee proceeds with all due diligence to cure or remedy such breach or default and/or obtain possession. In the event that more than 1 Permitted Mortgage is secured by a Unit, the senior Permitted Mortgagee shall be entitled to take all actions permitted under this Section unless all the Permitted Mortgagees otherwise designate a different Permitted Mortgagee to so act, by notice to the Board.

7.4 Examination of Books. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, and upon reasonable notice, on business days, but not more than once a month.

7.5 Representatives of Mortgagees.

7.5.1 In the manner more particularly set forth in Subsection 7.5.2 hereof, the holders of Institutional Mortgages (as hereinafter defined) may, at their election, designate 1 or more, but not more than 3, representatives ("Mortgage Representatives") who shall be empowered to act on behalf of all holders of Institutional Mortgages, with respect to any matter requiring their consent or approval under

the Declaration or these By-Laws. If any Mortgage Representatives are so designated and notice thereof is given to the Board, the act of any such Representative (or a majority of such Representatives if more than 1 is so designated) shall be deemed binding upon the holders of all Institutional Mortgages. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Unit or Units, the initial holder of which is (i) Declarant or its designee, (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Mortgage Representative made by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages shall be binding upon the holders of all Institutional Mortgages. Any such designation of any Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof, and (b) notice of such subsequent designation is given to the Board. Unless otherwise required by Law, all Permitted Mortgagees other than holders of an Institutional Mortgage shall have no right to participate in the selection of Mortgage Representatives, but such Permitted Mortgagees shall be subject to all determinations made by such Mortgage Representatives pursuant to the Declaration or these By-Laws.

7.5.3 The Board agrees to provide a Permitted Mortgagee, and any guarantor of a Permitted Mortgage who the Unit Owner making such mortgage, or the holder of any mortgage encumbering such Unit, has provided written notice to the Board, prompt notice of any proposed action that requires the consent of the Mortgagee Representative.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Board, any officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor.

ARTICLE 8.

SELLING, LEASING AND MORTGAGING OF UNITS; ASSIGNMENT OF LICENSES

8.1 Selling and Leasing. No Unit Owner, other than Declarant or its designee (to whom the following shall not apply), may sell or lease such Unit Owner's Unit except by complying with the following provisions.

8.1.1 Any Unit Owner who receives a bona fide offer to (a) purchase such Unit Owner's Unit together with its appurtenant Common Interest, or (b) lease such Unit Owner's Unit (such offer to purchase or lease a Unit, as the case may be, an "Outside Offer," the party making any such Outside Offer, an "Outside Offeror" and the Unit Owner to whom the Outside Offer is made, an "Offeree Unit Owner"), which the Offeree Unit Owner intends to accept, shall give notice by hand delivery or certified or registered mail, return receipt requested, to the Board of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as the Board may reasonably require. The giving of such notice to the Board shall constitute an offer by the Offeree Unit Owner to sell such Unit Owner's Unit together with its appurtenant Common Interest or to lease such Unit Owner's Unit to the Board, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board acting on behalf of all Unit Owners that the Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board may reasonably request. Not later than 30 days after receipt of such

notice together with such information as may have been requested, the Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said 30 day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Unit together with its appurtenant Common Interest 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 Unit Owners represented by the Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

8.1.2 In the event the Board shall timely elect to purchase a Unit together with its appurtenant Common Interest or to lease such Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for the Board, in accordance with the terms of the Outside Offer, within 45 days after the giving of notice by the Board of its election to accept such offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date the Board elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than 45 days after the giving of notice by the Board of its election to accept the aforesaid offer, the Board shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 8) including, but not limited to, payment of a downpayment or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to the Board referred to in Subsection 8.1.1 hereof as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Board, or to its designee, corporate or otherwise, on behalf of all Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale (other than the "Mansion Tax," if any, which shall be paid by the Board). Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

8.1.3 In the event the Board or its designee shall fail to accept such offer within 30 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60-day period but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Unit together with its appurtenant Common Interest or to lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. Notwithstanding the foregoing, the Board, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60-day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

8.1.4 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.1.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent with these By-Laws and shall provide that it may not be materially modified, amended or extended without the prior written consent of the Board, that the tenant shall not assign such Unit Owner's interest in such lease or sublet the demised premises or any part thereof without the prior written consent of the Board and that the Board, if permitted by applicable Law, shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

8.1.6 Except as hereinbefore set forth, the form of any such lease executed by the Board or an Outside Offeror shall be a printed, reasonably applicable form of residential lease which is generally approved by the Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by the Board. Any lease executed by the Board, as tenant, shall provide that the Board may enter into a sublease of the demised premises without the consent of the landlord.

8.1.7 The foregoing restrictions of this Section 8.1 shall not apply to Unsold Units or Units rented to or by Declarant or its designee. Declarant or its designee shall have the right to freely sell their respective Unsold Units, or to freely lease all or any part of the Unsold Units, without having to first offer the same for sale or lease to the Board.

8.2 Sovereign Immunity. Notwithstanding anything to the contrary set forth above, before any Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act, as the same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable) (such grantee, a "Governmental Entity"), from any legal or equitable proceedings in the United States of America or elsewhere, the Board may require that the potential grantee enter into an agreement with the Board, on terms acceptable to the Board and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Board or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York and in the City of New York or in the United States District Court for the Southern District of New York, as the Board shall elect, and (iv) permits execution and enforcement of any judgment obtained by the Board.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall permit the leasing of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Board of Right of First Refusal. The right of first refusal contained in Section 8.1 hereof may be released or waived by the Board only in the manner provided in Section 8.5 hereof. In the event the Board shall release or waive its right of first refusal as to any Unit, such Unit together with its appurtenant Common Interest may be sold, conveyed or leased, free and clear of the provisions of Subsections 8.1.1 and 8.1.2 hereof, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3 hereof.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed by an officer of the Board stating that the provisions of Subsection 8.1.1 hereof have been met by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board, and that as a result thereof the rights of the Board thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3 hereof), shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Unit Owner with respect to whom the provisions of Subsection 8.1.1 hereof apply.

8.6 Financing of Purchase of Units by Board. The purchase of any Unit by the Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board. If the funds in such accounts are insufficient to effectuate any such purchase (taking into account the need to maintain a reserve in such accounts), the Board may levy an assessment against each Unit Owner in proportion to such Unit Owner's respective Common Interest, as a Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit(s) to be purchased together with its (their) appurtenant Common Interest(s).

8.7 Exceptions. The provisions of Section 8.1 hereof shall not apply with respect to any lease, sale or conveyance of any Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, life partner, adult children or grandchildren, parents, grandparents, adult siblings or to any 1 or more of them or to any affiliate of the Unit Owner (provided control of such affiliate does not change), (b) Declarant or its designee, (c) the Board, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure, or (e) a Permitted Mortgagee or its assignees, who has acquired title to any Unit at any foreclosure sale of such Unit Owner's Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and such Unit Owner's Unit subject to, the provisions of this Article 8. The term "affiliate" shall be deemed to be an individual or entity which owns more than 50 of the beneficial interest of such Unit Owner, or an entity with respect to which such Unit Owner owns more than 50% of the legal and beneficial interest.

8.8 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer such Unit Owner's Unit by gift, or may devise such Unit Owner's Unit by will or have such Unit Owner's Unit pass by intestacy, without being subject to the restrictions of Section 8.1 hereof; provided, however, that each succeeding Unit Owner shall be bound by, and such Unit Owner's Unit shall remain subject to, the provisions of this Article 8.

8.9 Unauthorized Sales or Leases of Units. Any purported sale or lease of a Unit consummated in violation of Sections 8.1, 8.2 or 8.3 hereof shall be voidable at the election of the Board and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the purported tenant (in case of an unauthorized lease), in the name of the said Unit Owner as the owner or landlord, as the case may be. Said Unit Owner shall reimburse the Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.10 Charges Imposed on Sale or Lease of Units. If permitted by Law, the Board shall be entitled to fix by resolution and collect, before any sale or lease of a Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Board, in connection with the sale or lease. Additionally, with the consent of the Declarant or its designee (for so long as there are any Unsold Units), the Board may, if permitted by Law, by resolution adopt a "flip" tax in connection with such sale in order to create a reserve fund which will provide reserves for the Condominium to use in the future for capital improvements, emergency repairs and working capital. If such charges are adopted, it shall be added to, and constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charges shall not apply to the lease of a Unit to Declarant or its designee, to the sale or lease of Unsold Units by Declarant or its designee, or to the sale or lease of Unsold Units by a Permitted Mortgagee of Declarant that acquires title to Unsold Units.

8.11 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required by Article 16 of the Declaration, in the form set forth as Exhibit E to the Declaration.

8.12 Notices Concerning Unit Ownership and Occupancy. Within 5 days following acquisition of a Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent. For so long as any Units are occupied by Non-Purchasing Tenants, a purchaser of such Unit, promptly after acquiring title to the Unit, shall notify the Non-Purchasing Tenant of the change in ownership and the name of the new Unit Owner and the Board shall make available such information to the Non-Purchasing Tenant. Additionally, each purchaser of a Unit occupied by a Non-Purchasing Tenant must: (a) deposit with the Managing Agent at the closing of title to the Unit, a sum not less than an amount equal to the greater of (i) 2 months' Common Charges or (ii) 2 months' rent to be used as working capital to furnish those services and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL, and (b) upon written notice by the Managing Agent that the deposit has been diminished, replenish such fund within a 30 day period.

8.13 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Board or its designee, corporate or otherwise, 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 acquired Unit as herein provided.

8.14 Mortgage of Units. Subject to Article 7, each Unit Owner shall have the right to mortgage such Unit Owner's Unit without restriction, provided that the Unit Owner making such mortgage shall notify in writing the Board of the making of such mortgage.

8.15 Lease or Purchase of Unit or Other Apartment for Superintendent/Resident Manager Residence. The Board shall have the right to lease or purchase and finance the purchase of a Unit or other apartment for the use of the Resident Manager, in addition to the Resident Manager's Unit, and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease, purchase or financing.

8.16 Assignment of Licenses. No Unit Owner shall be permitted to assign or convey a Storage Locker License to anyone other than a Unit Owner. Such Storage Locker License may be assigned by a Unit Owner at any time (and not subject to any right of first refusal by the Board) provided (i) the assignee is a Unit Owner at the Condominium; (ii) the assignee assumes the obligations under the Storage Locker License; (iii) notification of the assignment is promptly delivered to the Board in compliance with its requirements; and (iv) all Special Assessments and other obligations due to the Condominium have been paid in full.

ARTICLE 9.

RECORDS AND AUDITS

9.1 Records. The Board or the Managing Agent, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Unit Owners and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Board shall keep a separate account for each Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Board against each Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

9.2 Audits. Within 4 months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board to all Unit Owners and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Board shall be paid by the Unit Owners as a Common Expense.

9.3 Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 10.

ARBITRATION

10.1 General Procedure. Any arbitration provided for in these By-Laws shall be conducted before 1 arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before 1 arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with arbitration under this Article 10 shall be a lawyer

or real estate developer or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than 15 years.

10.2 Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants. Each disputant will also bear the fees and expenses of its own counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses.

10.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 10.1 hereof with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the “New York Simplified Procedure for Court Determination of Disputes.”

ARTICLE 11.

MISCELLANEOUS

11.1 Waiver. No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.2 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 nor the intent of any provision hereof.

11.3 Certain References.

11.3.1 A reference in these By-Laws to any 1 gender, masculine, feminine or neuter, includes the other 2, and the singular includes the plural, and vice versa, unless the context otherwise requires.

11.3.2 The terms “herein,” “hereof” or “hereunder” or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

11.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

11.4 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

11.5 Insurance Trustee. As used herein, the term “Insurance Trustee” shall refer to a bank or trust company in the City of New York, designated by the Board and having a capital surplus and undivided profits of \$500,000,000 or more. In the event the Insurance Trustee resigns or the Board wishes to replace it, the Board shall promptly appoint a new Insurance Trustee. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

11.6 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all of the Unsold Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of the Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Unit Owners.

11.7 Covenant of Further Assurances.

11.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, upon prior reasonable written request and (except if the requesting party is the Board) at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11.7.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery (with a copy to the Board) stating the reasons why such Unit Owner or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board or other party is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

11.7.3 If any Unit Owner, the Board or other party which is subject to the terms of these By-Laws fails, within 10 days (or 60 days, where the other party is a Permitted Mortgagee) after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable (with a copy to the Board) stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

ARTICLE 12.

AMENDMENT TO BY-LAWS

12.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, Permitted Mortgagees or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Board, as attorney-in-fact for the Unit Owners, coupled with an interest, which the Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or its designee or any Unsold Units, (i) no amendment, modification, addition or deletion pursuant to the provisions of the first sentence hereof shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, or Declarant, and (ii) the provisions of this Section 12.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, as the case may be), 80% in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

12.2 Amendments Affecting Declarant or its Designee. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of Declarant or its designee or the owner of any Unsold Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee or the owner of any Unsold Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Unit, as the case may be, or (b) without the prior written consent of the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit, if required under the terms of such mortgage, pledge or other lien or security interest, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit. Declarant or its designee shall have the right to amend these By-Laws, without the consent of the Board or any other Unit Owner, to effectuate the rights otherwise granted to Declarant or its designee under the terms of the Declaration and these By-Laws.

12.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 7 or Sections 6.1, 6.2, 6.4.2, 6.4.3, 8.7(d) or (e) or 8.10 hereof shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

SCHEDULE A

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Building.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators (if any), vestibules, corridors, stairways or fire towers of the Building.
4. No public hall or public elevator vestibule (if any) of the Building shall be decorated or furnished by any Unit Owner in any manner.
5. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No window guards or window decorations shall be used in or about any Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Board or the managing agent of the Condominium, which approval shall not be unreasonably withheld or delayed.
7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the managing agent of the Building, nor shall anything be projected from any door or window of the Building without similar approval except as may otherwise be required by Law.
8. No heat, ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
9. 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 in such Unit Owner's Unit.
10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in the elevators other than the elevators designated by the Board or the managing agent of the Condominium for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Building.
11. No Unit Owner shall make or permit any disturbing noises or activity in the Building or do or permit anything to be done therein, which will unreasonably interfere with the rights, comfort or

convenience of other Unit Owners. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loudspeaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an Emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Unit without the same in each instance having been expressly permitted in writing by the Board or the managing agent of the Building and such consent, if given, shall be revocable by the Board or such managing agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than 2 pets in a Unit without the consent of the Board nor shall any bird, reptile or animal be permitted in any public elevator in the Building, other than the elevators designated by the Board or the managing agent Building for that purpose, or in any of the 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 or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board setting forth such other rules regarding pets as the Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Messengers and trades people visiting or residing in the Building may be required to use the elevators (if any) designated by the Board or the managing agent of the Condominium for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance (if any). All packages, whenever feasible, may be required to be delivered by outside personnel to the package room (if any) in the lobby where such packages will be held for pick-up by Unit Owners.

15. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the managing agent of the Building for that purpose, and through a designated entrance only.

16. No refuse from the Units shall be sent to the lobby level of the Building except at such times and in such manner as the Board or the managing agent may direct.

17. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Building shall send any employee of the Building or of the managing agent thereof out of the Condominium on any private business.

19. The agents of the Board or the managing agent, and any contractor or worker authorized by the Board or the managing agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 day's prior written notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Board or the managing agent may retain a passkey to each Unit that has locks. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit 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 or the managing agent, then the Board or the managing agent (but, except in an Emergency, only when specifically authorized by an officer of the Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

23. Complaints regarding the services of the Building shall be made in writing to the Board or to the managing agent.

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

25. Unit Owners will faithfully observe the following procedures with respect to the use of any compactor: (a) 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; (f) refrain from depositing waste of an explosive nature therein; and (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover.

26. Except as expressly permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

27. Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

28. No Unit Owner or any of such Unit Owner's agents, servants, employees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable,

combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

29. If any key or keys are entrusted by a Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Board or 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 nor the managing agent shall (except as provided in paragraph 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

30. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the Common Elements.

31. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes, if any.

32. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Board or the managing agent.

33. In the event that any Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Unless expressly authorized by the Board in each case, at least 80% of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs carpeting or equally effective noise-reducing material.

35. There will be no barbecuing in the Units or in any Limited Common Elements or the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Board.

36. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of 1 Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

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

EXHIBIT E**TO THE DECLARATION OF THE CONDOMINIUM****POWER OF ATTORNEY**

(to be executed in triplicate)

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by West 30th Realty LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Irvin Condominium (the "Condominium") and by the street number 308-312 West 30th Street, New York, New York 10001 under 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 _____, ____ in Reel _____, page _____ 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, _____, the owner of the Condominium Unit (the "Unit") in the Condominium which is designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ____, in Block 2094 of Section 7 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Owner who elects to surrender the same pursuant to the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board or its designee, corporate or otherwise on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in such Unit which the undersigned could do if the undersigned were personally present, (2) upon determination by the Board, to commence, pursue, appeal, settle and/or terminate administrative and/or certiorari proceedings to obtain reduced real estate tax assessments with respect to Units including retaining counsel and taking any other actions which the Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board deems necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Common Elements, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Building as the Board deems necessary or appropriate or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Board shall constitute the acts of said attorneys-in-fact.

The undersigned hereby nominates, constitutes and appoints the Declarant true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by the Declarant in accordance with the Declaration or (ii) shall be required by (x) any Institutional Lender designated by the Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Declarant to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the _____ day of _____, 20__

State of New York)
) ss.:
 County of New York)

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

State of New York)
) ss.:
 County of New York)

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

EXHIBIT 6
POWER OF ATTORNEY

ALSO EXHIBIT E**TO THE DECLARATION OF THE CONDOMINIUM****POWER OF ATTORNEY**

(to be executed in triplicate)

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by West 30th Realty LLC ("Declarant") establishing a plan for condominium ownership of the premises known as The Irvin Condominium (the "Condominium") and by the street number 308-312 West 30th Street, New York, New York 10001 under 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 _____, _____ in Reel _____, page _____ 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, _____, the owner of the Condominium Unit (the "Unit") in the Condominium which is designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____, in Block 2094 of Section 7 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Owner who elects to surrender the same pursuant to the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board or its designee, corporate or otherwise on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in such Unit which the undersigned could do if the undersigned were personally present, (2) upon determination by the Board, to commence, pursue, appeal, settle and/or terminate administrative and/or certiorari proceedings to obtain reduced real estate tax assessments with respect to Units including retaining counsel and taking any other actions which the Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board deems necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance of the Common Elements, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Building as the Board deems necessary or appropriate or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Board shall constitute the acts of said attorneys-in-fact.

The undersigned hereby nominates, constitutes and appoints the Declarant true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant when such amendment (i) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by the Declarant in accordance with the Declaration or (ii) shall be required by (x) any Institutional Lender designated by the Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Declarant to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the _____ day of _____, 201__

State of New York)
) ss.:
 County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

State of New York)
) ss.:
 County of _____)

On the ____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

EXHIBIT 7

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: **308-312 West 30th Street**
 New York, New York

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we are responsible for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 23 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 all documents submitted hereafter by us which further amend or supplement the offering plan will:

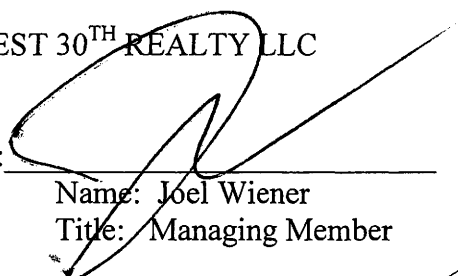
- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase of sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and
- (vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or 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.

Dated as of December 27, 2012

SPONSOR

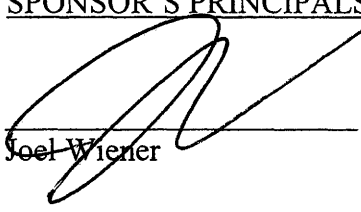
WEST 30TH REALTY LLC

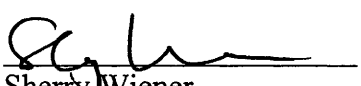
By: 

Name: Joel Wiener

Title: Managing Member

SPONSOR'S PRINCIPALS:


Joel Wiener


Sherry Wiener

Sworn to before me this
27 day of December, 2012



Notary Public

DANIELLE T. KOOLYK
Notary Public, State of New York
No. 01KO6158134
Qualified in Rockland County
Commission Expires November 27, 2014

EXHIBIT 8

CERTIFICATION OF SPONSOR'S ARCHITECT

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

308-312 West 30th Street
 New York, New York 10001

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report disclosing the condition of the property (the "Report"). Our firm visually inspected the property on June 6, 2012; June 22, 2012; July 11, 2012; July 12, 2012; August 1, 2012; August 2, 2012; August 20, 2012, and June 12, 2013. I prepared the Report dated December 19, 2012 and revised the Report on July 1, 2013, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am a registered architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. I certify that the report and all documents prepared by me disclose all the material facts which were then discernable from a visual inspection of the property. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report based on my visual inspection:

- (i) sets forth in narrative form the description and/or physical condition of the entire property and is current and accurate as of the date of inspection;
- (ii) in my 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;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;

- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I:
 - (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; and
- (viii) It is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to 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.

Howard L. Zimmerman Architects, P.C.

By: Howard L. Zimmerman

Sworn to before me this
1 day of July, 2013

Sarah Archbold
 Notary Public

SARAH L. ARCHBOLD
 Notary Public, State of New York
 No. 01AR5071633
 Qualified in Queens County
 Commission Expires January 21, 2015

EXHIBIT 9

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

**CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF BUDGET**

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: **308-312 West 30th Street**
New York, New York 10001

Ladies and Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B containing projections of income and expenses for the first year of condominium operation. The Modlin Group provides consulting, marketing and sales services to New York's residential development community. As an established and growing real estate brokerage, we have been instrumental in the sale of over 100 units in the last several years representing nearly \$250 million in sales.

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 13 NYCRR Part 23 insofar as they are applicable to Schedule B.

We have reviewed Schedule B and investigated the facts set forth in Schedule B and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B 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 Schedule B:

- (i) sets forth in detail the projected income and expenses 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 first year of condominium operation;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

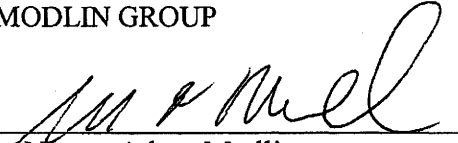
(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by the sponsor nor do we have any financial interest in the subject offering plan other than as having been retained to act as selling agent. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated as of August 20, 2013

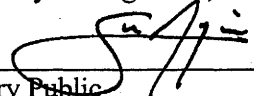
THE MODLIN GROUP

By: 

Name: Adam Modlin

Title: President

Sworn to before me this
20 day of August 20, 2013


Notary Public

STEVEN R. AQUINO
Notary Public, State of New York
No. 02AQ6282121
Qualified in King County
Commission Expires May 20, 2017

EXHIBIT 10

FORM W-9

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 11
FORM W-8BEN

Form **W-8BEN**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service**Certificate of Foreign Status of Beneficial Owner
for United States Tax Withholding**▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary W-8IMY

Note: See instructions for additional exceptions.**Instead, use Form:****Part I Identification of Beneficial Owner** (See instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization															
3 Type of beneficial owner: <table style="width: 100%; border: none;"> <tr> <td>☐ Individual</td> <td>☐ Corporation</td> <td>☐ Disregarded entity</td> <td>☐ Partnership</td> <td>☐ Simple trust</td> </tr> <tr> <td>☐ Grantor trust</td> <td>☐ Complex trust</td> <td>☐ Estate</td> <td>☐ Government</td> <td>☐ International organization</td> </tr> <tr> <td>☐ Central bank of issue</td> <td>☐ Tax-exempt organization</td> <td>☐ Private foundation</td> <td colspan="2"></td> </tr> </table>		☐ Individual	☐ Corporation	☐ Disregarded entity	☐ Partnership	☐ Simple trust	☐ Grantor trust	☐ Complex trust	☐ Estate	☐ Government	☐ International organization	☐ Central bank of issue	☐ Tax-exempt organization	☐ Private foundation		
☐ Individual	☐ Corporation	☐ Disregarded entity	☐ Partnership	☐ Simple trust												
☐ Grantor trust	☐ Complex trust	☐ Estate	☐ Government	☐ International organization												
☐ Central bank of issue	☐ Tax-exempt organization	☐ Private foundation														
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.																
City or town, state or province. Include postal code where appropriate. Country (do not abbreviate)																
5 Mailing address (if different from above)																
City or town, state or province. Include postal code where appropriate. Country (do not abbreviate)																
6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN	7 Foreign tax identifying number, if any (optional)															
8 Reference number(s) (see instructions)																

Part II Claim of Tax Treaty Benefits (if applicable)

- 9** I certify that (check all that apply):
- a ☐ The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.
 - b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
 - c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
 - e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.
- 10** **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9a above to claim a % rate of withholding on (specify type of income):
 Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Notional Principal Contracts

- 11** ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,**2** The beneficial owner is not a U.S. person,**3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and**4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2006)

Printed on Recycled Paper

Instructions for Form W-8BEN

(Rev. February 2006)

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding



Department of the Treasury
Internal Revenue Service

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

For definitions of terms used throughout these instructions, see *Definitions* on pages 3 and 4.

Purpose of form. Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources that consists of:

- Interest (including certain original issue discount (OID));
- Dividends;
- Rents;
- Royalties;
- Premiums;
- Annuities;
- Compensation for, or in expectation of, services performed;
- Substitute payments in a securities lending transaction; or
- Other fixed or determinable annual or periodical gains, profits, or income.

This tax is imposed on the gross amount paid and is generally collected by withholding under section 1441 or 1442 on that amount. A payment is considered to have been made whether it is made directly to the beneficial owner or to another person, such as an intermediary, agent, or partnership, for the benefit of the beneficial owner.

In addition, section 1446 requires a partnership conducting a trade or business in the United States to withhold tax on a foreign partner's distributive share of the partnership's effectively connected taxable income. Generally, a foreign person that is a partner in a partnership that submits a Form W-8 for purposes of section 1441 or 1442 will satisfy the documentation requirements under section 1446 as well. However, in some cases the documentation requirements of sections 1441 and 1442 do not match the documentation requirements of section 1446. See Regulations sections 1.1446-1 through 1.1446-6. Further, the owner of a disregarded entity, rather than the disregarded entity itself, shall submit the appropriate Form W-8 for purposes of section 1446.

If you receive certain types of income, you must provide Form W-8BEN to:

- Establish that you are not a U.S. person;
- Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided or a partner in a partnership subject to section 1446; and

- If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty.

You may also be required to submit Form W-8BEN to claim an exception from domestic information reporting and backup withholding for certain types of income that are not subject to foreign-person withholding. Such income includes:

- Broker proceeds.
- Short-term (183 days or less) original issue discount (OID).
- Bank deposit interest.
- Foreign source interest, dividends, rents, or royalties.
- Proceeds from a wager placed by a nonresident alien individual in the games of blackjack, baccarat, craps, roulette, or big-6 wheel.

You may also use Form W-8BEN to certify that income from a notional principal contract is not effectively connected with the conduct of a trade or business in the United States.

A withholding agent or payer of the income may rely on a properly completed Form W-8BEN to treat a payment associated with the Form W-8BEN as a payment to a foreign person who beneficially owns the amounts paid. If applicable, the withholding agent may rely on the Form W-8BEN to apply a reduced rate of withholding at source.

Provide Form W-8BEN to the withholding agent or payer before income is paid or credited to you. Failure to provide a Form W-8BEN when requested may lead to withholding at a 30% rate (foreign-person withholding) or the backup withholding rate.

Additional information. For additional information and instructions for the withholding agent, see the Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.

Who must file. You must give Form W-8BEN to the withholding agent or payer if you are a foreign person and you are the beneficial owner of an amount subject to withholding. Submit Form W-8BEN when requested by the withholding agent or payer whether or not you are claiming a reduced rate of, or exemption from, withholding.

Do not use Form W-8BEN if:

- You are a U.S. citizen (even if you reside outside the United States) or other U.S. person (including a resident alien individual). Instead, use Form W-9, Request for Taxpayer Identification Number and Certification.
- You are a disregarded entity with a single owner that is a U.S. person and you are not a hybrid entity claiming treaty benefits. Instead, provide Form W-9.

- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or dependent personal services performed in the United States. Instead, provide Form 8233, Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or Form W-4, Employee's Withholding Allowance Certificate.
- You are receiving income that is effectively connected with the conduct of a trade or business in the United States, unless it is allocable to you through a partnership. Instead, provide Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States. If any of the income for which you have provided a Form W-8BEN becomes effectively connected, this is a change in circumstances and Form W-8BEN is no longer valid. You must file Form W-8ECI. See *Change in circumstances* on this page.
- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, you should use Form W-8BEN if you are claiming treaty benefits or are providing the form only to claim you are a foreign person exempt from backup withholding. You should use Form W-8ECI if you received effectively connected income (for example, income from commercial activities).
- You are a foreign flow-through entity, other than a hybrid entity, claiming treaty benefits. Instead, provide Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. However, if you are a partner, beneficiary, or owner of a flow-through entity and you are not yourself a flow-through entity, you may be required to furnish a Form W-8BEN to the flow-through entity.
- You are a disregarded entity for purposes of section 1446. Instead, the owner of the entity must submit the form.
- You are a reverse hybrid entity transmitting beneficial owner documentation provided by your interest holders to claim treaty benefits on their behalf. Instead, provide Form W-8IMY.
- You are a withholding foreign partnership or a withholding foreign trust within the meaning of sections 1441 and 1442 and the accompanying regulations. A withholding foreign partnership or a withholding foreign trust is a foreign partnership or trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's, beneficiary's, or owner's distributive share of income subject to withholding that is paid to the partnership or trust. Instead, provide Form W-8IMY.
- You are acting as an intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY.
- You are a foreign partnership or foreign grantor trust for purposes of section 1446. Instead, provide Form

W-8IMY and accompanying documentation. See Regulations sections 1.1446-1 through 1.1446-6.

Giving Form W-8BEN to the withholding agent. Do not send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment, who credits your account, or a partnership that allocates income to you. Give Form W-8BEN to the person requesting it before the payment is made to you, credited to your account or allocated. If you do not provide this form, the withholding agent may have to withhold at the 30% rate, backup withholding rate, or the rate applicable under section 1446. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

Note. If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.

Change in circumstances. If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you must file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident alien after you submit Form W-8BEN, you are no longer subject to the 30% withholding rate or the withholding tax on a foreign partner's share of effectively connected income. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident alien. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

Expiration of Form W-8BEN. Generally, a Form W-8BEN provided without a U.S. taxpayer identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2005, remains valid through December 31, 2008. A Form W-8BEN furnished with a U.S. TIN will remain in effect until a change in circumstances makes any information on the form incorrect, provided that the withholding agent reports on Form 1042-S at least one payment annually to the beneficial owner who provided the Form W-8BEN. See the instructions for line 6

beginning on page 4 for circumstances under which you must provide a U.S. TIN.

Definitions

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (that is, a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (that is, a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (that is, a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

For purposes of section 1446, the same beneficial owner rules apply, except that under section 1446 a foreign simple trust rather than the beneficiary provides the form to the partnership.

The beneficial owner of income paid to a foreign estate is the estate itself.

Note. A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee that is not subject to 30% withholding. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9. For purposes of section 1446, a U.S. grantor trust or disregarded entity shall not provide the withholding agent a Form W-9 in its own right. Rather, the grantor or other owner shall provide the withholding agent the appropriate form.

Foreign person. A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that is not a U.S. person. It also includes a foreign branch or office of a U.S. financial institution or U.S. clearing organization if the foreign branch is a qualified intermediary. Generally, a payment to a U.S. branch of a foreign person is a payment to a foreign person.

Nonresident alien individual. Any individual who is not a citizen or resident alien of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence

test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is a resident of a foreign country under the residence article of an income tax treaty, or an alien individual who is a bona fide resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual. See Pub. 519, U.S. Tax Guide for Aliens, for more information on resident and nonresident alien status.



Even though a nonresident alien individual married to a U.S. citizen or resident alien may choose to be treated as a resident alien for certain purposes (for example, filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.

Flow-through entity. A flow-through entity is a foreign partnership (other than a withholding foreign partnership), a foreign simple or foreign grantor trust (other than a withholding foreign trust), or, for payments for which a reduced rate of withholding is claimed under an income tax treaty, any entity to the extent the entity is considered to be fiscally transparent (see below) with respect to the payment by an interest holder's jurisdiction.

For purposes of section 1446, a foreign partnership or foreign grantor trust must submit Form W-8IMY to establish the partnership or grantor trust as a look through entity. The Form W-8IMY may be accompanied by this form or another version of Form W-8 or Form W-9 to establish the foreign or domestic status of a partner or grantor or other owner. See Regulations section 1.1446-1.

Hybrid entity. A hybrid entity is any person (other than an individual) that is treated as fiscally transparent (see below) in the United States but is not treated as fiscally transparent by a country with which the United States has an income tax treaty. Hybrid entity status is relevant for claiming treaty benefits. See the instructions for line 9c on page 5.

Reverse hybrid entity. A reverse hybrid entity is any person (other than an individual) that is not fiscally transparent under U.S. tax law principles but that is fiscally transparent under the laws of a jurisdiction with which the United States has an income tax treaty. See the instructions for line 9c on page 5.

Fiscally transparent entity. An entity is treated as fiscally transparent with respect to an item of income for which treaty benefits are claimed to the extent that the interest holders in the entity must, on a current basis, take into account separately their shares of an item of income paid to the entity, whether or not distributed, and must determine the character of the items of income as if they were realized directly from the sources from which realized by the entity. For example, partnerships, common trust funds, and simple trusts or grantor trusts are generally considered to be fiscally transparent with respect to items of income received by them.

Disregarded entity. A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner.

A disregarded entity shall not submit this form to a partnership for purposes of section 1446. Instead, the owner of such entity shall provide appropriate documentation. See Regulations section 1.1446-1.

Amounts subject to withholding. Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

For purposes of section 1446, the amount subject to withholding is the foreign partner's share of the partnership's effectively connected taxable income.

Withholding agent. Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) the amount subject to withholding to the foreign person (or to its agent) must withhold.

For purposes of section 1446, the withholding agent is the partnership conducting the trade or business in the United States. For a publicly traded partnership, the withholding agent may be the partnership, a nominee holding an interest on behalf of a foreign person, or both. See Regulations sections 1.1446-1 through 1.1446-6.

Specific Instructions



A hybrid entity should give Form W-8BEN to a withholding agent only for income for which it is claiming a reduced rate of withholding under an income tax treaty. A reverse hybrid entity should give Form W-8BEN to a withholding agent only for income for which no treaty benefit is being claimed.

Part I

Line 1. Enter your name. If you are a disregarded entity with a single owner who is a foreign person and you are not claiming treaty benefits as a hybrid entity, this form should be completed and signed by your foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of the form. However, if you are a disregarded entity that is claiming treaty benefits as a hybrid entity, this form should be completed and signed by you.

Line 2. If you are a corporation, enter the country of incorporation. If you are another type of entity, enter the country under whose laws you are created, organized, or

governed. If you are an individual, enter N/A (for "not applicable").

Line 3. Check the one box that applies. By checking a box, you are representing that you qualify for this classification. You must check the box that represents your classification (for example, corporation, partnership, trust, estate, etc.) under U.S. tax principles. Do not check the box that describes your status under the law of the treaty country. If you are a partnership or disregarded entity receiving a payment for which treaty benefits are being claimed, you must check the "Partnership" or "Disregarded entity" box. If you are a sole proprietor, check the "Individual" box, not the "Disregarded entity" box.



Only entities that are tax-exempt under section 501 should check the "Tax-exempt organization" box. Such organizations should use Form W-8BEN only if they are claiming a reduced rate of withholding under an income tax treaty or some code exception other than section 501. Use Form W-8EXP if you are claiming an exemption from withholding under section 501.

Line 4. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 5. Enter your mailing address only if it is different from the address you show on line 4.

Line 6. If you are an individual, you are generally required to enter your social security number (SSN). To apply for an SSN, get Form SS-5 from a Social Security Administration (SSA) office or, if in the United States, you may call the SSA at 1-800-772-1213. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an individual taxpayer identification number (ITIN). To apply for an ITIN, file Form W-7 with the IRS. It usually takes 4-6 weeks to get an ITIN.



An ITIN is for tax use only. It does not entitle you to social security benefits or change your employment or immigration status under U.S. law.

If you are not an individual or you are an individual who is an employer or you are engaged in a U.S. trade or business as a sole proprietor, you must enter an employer identification number (EIN). If you do not have an EIN, you should apply for one on Form SS-4, Application for Employer Identification Number. If you are a disregarded entity claiming treaty benefits as a hybrid entity, enter your EIN.

A partner in a partnership conducting a trade or business in the United States will likely be allocated effectively connected taxable income. The partner is

required to file a U.S. federal income tax return and must have a U.S. taxpayer identification number (TIN).

You must provide a U.S. TIN if you are:

- Claiming an exemption from withholding under section 871(f) for certain annuities received under qualified plans,
- A foreign grantor trust with 5 or fewer grantors,
- Claiming benefits under an income tax treaty, or
- Submitting the form to a partnership that conducts a trade or business in the United States.

However, a U.S. TIN is not required to be shown in order to claim treaty benefits on the following items of income:

- Dividends and interest from stocks and debt obligations that are actively traded;
- Dividends from any redeemable security issued by an investment company registered under the Investment Company Act of 1940 (mutual fund);
- Dividends, interest, or royalties from units of beneficial interest in a unit investment trust that are (or were upon issuance) publicly offered and are registered with the SEC under the Securities Act of 1933; and
- Income related to loans of any of the above securities.

TIP *You may want to obtain and provide a U.S. TIN on Form W-8BEN even though it is not required. A Form W-8BEN containing a U.S. TIN remains valid for as long as your status and the information relevant to the certifications you make on the form remain unchanged provided at least one payment is reported to you annually on Form 1042-S.*

Line 7. If your country of residence for tax purposes has issued you a tax identifying number, enter it here. For example, if you are a resident of Canada, enter your Social Insurance Number.

Line 8. This line may be used by the filer of Form W-8BEN or by the withholding agent to whom it is provided to include any referencing information that is useful to the withholding agent in carrying out its obligations. For example, withholding agents who are required to associate the Form W-8BEN with a particular Form W-8IMY may want to use line 8 for a referencing number or code that will make the association clear. A beneficial owner may use line 8 to include the number of the account for which he or she is providing the form. A foreign single owner of a disregarded entity may use line 8 to inform the withholding agent that the account to which a payment is made or credited is in the name of the disregarded entity (see instructions for line 1 on page 4).

Part II

Line 9a. Enter the country where you claim to be a resident for income tax treaty purposes. For treaty purposes, a person is a resident of a treaty country if the person is a resident of that country under the terms of the treaty.

Line 9b. If you are claiming benefits under an income tax treaty, you must have a U.S. TIN unless one of the exceptions listed in the line 6 instructions above applies.

Line 9c. An entity (but not an individual) that is claiming a reduced rate of withholding under an income tax treaty must represent that it:

- Derives the item of income for which the treaty benefit is claimed, and

- Meets the limitation on benefits provisions contained in the treaty, if any.

An item of income may be derived by either the entity receiving the item of income or by the interest holders in the entity or, in certain circumstances, both. An item of income paid to an entity is considered to be derived by the entity only if the entity is not fiscally transparent under the laws of the entity's jurisdiction with respect to the item of income. An item of income paid to an entity shall be considered to be derived by the interest holder in the entity only if:

- The interest holder is not fiscally transparent in its jurisdiction with respect to the item of income, and
- The entity is considered to be fiscally transparent under the laws of the interest holder's jurisdiction with respect to the item of income. An item of income paid directly to a type of entity specifically identified in a treaty as a resident of a treaty jurisdiction is treated as derived by a resident of that treaty jurisdiction.

If an entity is claiming treaty benefits on its own behalf, it should complete Form W-8BEN. If an interest holder in an entity that is considered fiscally transparent in the interest holder's jurisdiction is claiming a treaty benefit, the interest holder should complete Form W-8BEN on its own behalf and the fiscally transparent entity should associate the interest holder's Form W-8BEN with a Form W-8IMY completed by the entity.

CAUTION *An income tax treaty may not apply to reduce the amount of any tax on an item of income received by an entity that is treated as a domestic corporation for U.S. tax purposes. Therefore, neither the domestic corporation nor its shareholders are entitled to the benefits of a reduction of U.S. income tax on an item of income received from U.S. sources by the corporation.*

To determine whether an entity meets the limitation on benefits provisions of a treaty, you must consult the specific provisions or articles under the treaties. Income tax treaties are available on the IRS website at www.irs.gov.

TIP *If you are an entity that derives the income as a resident of a treaty country, you may check this box if the applicable income tax treaty does not contain a "limitation on benefits" provision.*

Line 9d. If you are a foreign corporation claiming treaty benefits under an income tax treaty that entered into force before January 1, 1987 (and has not been renegotiated) on (a) U.S. source dividends paid to you by another foreign corporation or (b) U.S. source interest paid to you by a U.S. trade or business of another foreign corporation, you must generally be a "qualified resident" of a treaty country. See section 884 for the definition of interest paid by a U.S. trade or business of a foreign corporation ("branch interest") and other applicable rules.

In general, a foreign corporation is a qualified resident of a country if any of the following apply.

- It meets a 50% ownership and base erosion test.
- It is primarily and regularly traded on an established securities market in its country of residence or the United States.
- It carries on an active trade or business in its country of residence.
- It gets a ruling from the IRS that it is a qualified resident.

See Regulations section 1.884-5 for the requirements that must be met to satisfy each of these tests.



If you are claiming treaty benefits under an income tax treaty entered into force after December 31, 1986, do not check box 9d. Instead, check box 9c.

Line 9e. Check this box if you are related to the withholding agent within the meaning of section 267(b) or 707(b) and the aggregate amount subject to withholding received during the calendar year will exceed \$500,000. Additionally, you must file Form 8833, Treaty-Based Return Position Disclosure Under Section 6114 or 7701(b).

Line 10

Line 10 must be used only if you are claiming treaty benefits that require that you meet conditions not covered by the representations you make in lines 9a through 9e. However, this line should always be completed by foreign students and researchers claiming treaty benefits. See *Scholarship and fellowship grants* below for more information.

The following are additional examples of persons who should complete this line.

- Exempt organizations claiming treaty benefits under the exempt organization articles of the treaties with Canada, Mexico, Germany, and the Netherlands.
- Foreign corporations that are claiming a preferential rate applicable to dividends based on ownership of a specific percentage of stock.
- Persons claiming treaty benefits on royalties if the treaty contains different withholding rates for different types of royalties.

This line is generally not applicable to claiming treaty benefits under an interest or dividends (other than dividends subject to a preferential rate based on ownership) article of a treaty.

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. The individual must use Form W-9 to claim the tax treaty benefit. See the instructions for Form W-9 for more information. Also see *Nonresident alien student or researcher who becomes a resident alien* later for an example.

Scholarship and fellowship grants. A nonresident alien student (including a trainee or business apprentice) or researcher who receives noncompensatory scholarship or fellowship income may use Form W-8BEN to claim benefits under a tax treaty that apply to reduce or eliminate U.S. tax on such income. No Form W-8BEN is required unless a treaty benefit is being claimed. A nonresident alien student or researcher who receives compensatory scholarship or fellowship income must use Form 8233 to claim any benefits of a tax treaty that apply to that income. The student or researcher must use Form W-4 for any part of such income for which he or she is not claiming a tax treaty withholding exemption. Do not use Form W-8BEN for compensatory scholarship or

fellowship income. See *Compensation for Dependent Personal Services* in the Instructions for Form 8233.



If you are a nonresident alien individual who received noncompensatory scholarship or fellowship income and personal services income (including compensatory scholarship or fellowship income) from the same withholding agent, you may use Form 8233 to claim a tax treaty withholding exemption for part or all of both types of income.

Completing lines 4 and 9a. Most tax treaties that contain an article exempting scholarship or fellowship grant income from taxation require that the recipient be a resident of the other treaty country at the time of, or immediately prior to, entry into the United States. Thus, a student or researcher may claim the exemption even if he or she no longer has a permanent address in the other treaty country after entry into the United States. If this is the case, you may provide a U.S. address on line 4 and still be eligible for the exemption if all other conditions required by the tax treaty are met. You must also identify on line 9a the tax treaty country of which you were a resident at the time of, or immediately prior to, your entry into the United States.

Completing line 10. You must complete line 10 if you are a student or researcher claiming an exemption from taxation on your scholarship or fellowship grant income under a tax treaty.

Nonresident alien student or researcher who becomes a resident alien. You must use Form W-9 to claim an exception to a saving clause. See *Nonresident alien who becomes a resident alien* on this page for a general explanation of saving clauses and exceptions to them.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would complete Form W-9.

Part III

If you check this box, you must provide the withholding agent with the required statement for income from a notional principal contract that is to be treated as income not effectively connected with the conduct of a trade or business in the United States. You should update this statement as often as necessary. A new Form W-8BEN is not required for each update provided the form otherwise remains valid.

Part IV

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or

officer of the beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. Form 2848, Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

Broker transactions or barter exchanges. Income from transactions with a broker or a barter exchange is subject to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker or barter exchange that you are an exempt foreign person.

You are an exempt foreign person for a calendar year in which:

- You are a nonresident alien individual or a foreign corporation, partnership, estate, or trust;
- You are an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and
- You are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping**, 5 hr., 58 min.; **Learning about the law or the form**, 3 hr., 46 min.; **Preparing and sending the form to IRS**, 4 hr., 2 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can email us at [*taxforms@irs.gov](mailto:taxforms@irs.gov). Please put "Forms Comment" on the subject line. Or you can write to Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send Form W-8BEN to this office. Instead, give it to your withholding agent.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide the

EXHIBIT 12

SECTION 352-eeee OF THE GENERAL BUSINESS LAW

§352-eeee. Conversions to cooperative or condominium ownership in the City of New York.

38. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan." Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan." A plan which may not be declared effective until written Agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan." A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan." A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant." A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens." Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section, provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons." Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

39. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan, unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy, provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or

group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducement.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing, shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal or reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

40. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers.

41. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially, interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

42. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

43. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

44. The provisions of this section shall only be applicable in the city of New York.

EXHIBIT 13

RESERVE FUND LAW

LOCAL LAW 70

To amend the administrative code of the city of New York, in relation to the conversion of residential rental housing to cooperative or condominium ownership.

Be it enacted by the Council as follows:

Section 1. Legislative declaration The council finds that the protection of the health, safety and welfare of persons within the city who reside in residential buildings being converted from rental status to cooperative or condominium ownership requires that such persons be informed of the physical condition of such buildings and of any outstanding notices of code violations issued with respect to such buildings. The council further finds that for the health, safety and welfare of residents of the city and for the preservation and improvement of this substantial and increasing form of housing accommodation it is essential that funds be set aside for the purpose of making capital repairs, replacements and improvements to such buildings.

Section 2. Chapter fifty-one of the administrative code of the city of New York is amended by adding a new title YYYY to read as follows:

TITLE YYYY

COOPERATIVE AND CONDOMINIUM CONVERSIONS

§ YYYY51-1.0 Application.

The provisions of this title shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state department of law pursuant to section three hundred fifty-two-eeee of the general business law

§ YYYY51-2.0 Definitions.

As used in this title the following words shall mean:

- a. "Building" - any building, group of buildings or development.
- b. "Total Price" -

(1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made;

(2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement" - a building-wide replacement of a major component of any of the following systems:

- (1) elevator;

- (2) heating, ventilation and air conditioning;
- (3) plumbing;
- (4) wiring;
- (5) windows;

or, a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.

d. "Offeror" - the offeror, his nominees, assignees and successors in interest.

§YYYY51-3.0 Establishment of reserve fund.

a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general, except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either (i) three per cent of the total price or, (ii) (A) three per cent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective, provided, however, that if such amount is less than one per cent of the total price, then the fund shall be established as a minimum of one per cent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three per cent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within 5 years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three per cent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three per cent of the total price the offeror shall pay the difference between the amount contributed and three per cent of the total price. Supplemental contributions shall be made within 30 days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§YYYY51-4.0 Report on status of reserve fund.

The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section YYYY51-3.0.

§ YYYYS51-5.0 Posting of violations.

The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the department of buildings and the department of housing preservation and development. All newly issued violations shall be posted within forty-eight hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

§ YYYY51-6.0 Report on condition of premises.

Where, pursuant to law or regulation of the state attorney general, an offeror is required to file a report with the state department of law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood, a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§ X'YYY51-7.0 No waiver of rights.

Any provision purporting to waive the provisions of this title in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§ YYYY5 -8.0 Criminal and civil penalties; enforcement.

a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this title shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this title shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section YYYY 51-3.0 shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section YYYY 51-3.0 which was not so reserved. Any person who violates or assists in the violation of section YYYY 51-3.0 shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section YYYY 51-3.0 is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section YYYY 51-3.0.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this title may be brought in the

name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this title, mandating compliance with the provisions of this title or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction, or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this title, mandating compliance with the provisions of this title, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The department of housing preservation and development is empowered to enforce the provisions of this title.

Section 3. If any provision of this local law or the application of such provision to any person or circumstances shall be held invalid, the validity of the remainder of this local law and the applicability of such provision to any other person or circumstances shall not be affected thereby.

Section 4. This local law shall take effect February first nineteen hundred eighty-three and shall apply to all plans not yet accepted for filing by the state department of law pursuant to section three hundred fifty-two eeee of the general business law as of that date.

EXHIBIT 14

RPL §339-kk

§ 3. The real property law is amended by adding a new section 339-kk to read as follows:

§ 339-KK. RENTS. (A) FOR THE PURPOSES OF THIS SECTION "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.

(B) IF A NON-OCCUPYING OWNER RENTS ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION (C) OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.

(C) IF THE COMMON CHARGES, ASSESSMENTS OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL, WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON- OCCUPYING OWNER OR A DESIGNATED AGENT. A NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATION'S CLAIM TO RENTAL PAYMENTS PURSUANT TO THIS SECTION SHALL BE ENTITLED TO PRESENT FACTS SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT THE BOARD RECEIVES NOTICE THAT SUCH OWNER SEEKS TO DISPUTE SUCH CLAIM.

(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANAGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.

(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT.

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§ 5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

CHAP. 422

The Legislature of the STATE OF NEW YORK SS:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
TEMPORARY PRESIDENT OF THE SENATE

SHELDON SILVER
SPEAKER OF THE ASSEMBLY

EXHIBIT 15

SPECIMEN TITLE POLICY



Policy Number:

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

PROFORMA

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

PROFORMA

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By:

(Signature)

ATTEST

President

(Signature)

Secretary

Countersigned: _____

Authorized Signature



SCHEDULE A

Amount of Insurance: \$ _____

Policy No. PROFORMA
Title No. NY120962

Date of Policy: _____

1. **Name of Insured:** _____

2. **The estate or interest in the land which is covered by this policy is:**

Fee Simple

3. **Title to the estate or interest in the land is vested in the Insured by means of:**

Deed made by West 30th Realty, LLC to _____, dated ____/____/____ and to be duly recorded in the Office of the City Register, New York County.

4. **The land referred to in this policy is described on the annexed schedule.**

PROFORMA

Commonwealth Land Title Insurance Company

Countersigned: _____
 Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

ALTA Owner's Policy (6-17-06)

Date Printed December 26, 2012

SCHEDULE A - ITEM 4

The Condominium Unit (the "Unit") in the Building known as The 308-312 West 30th Street Condominium, located at and known as and by street number 308-312 West 30 Street, New York, New York, designated and described as Unit No. ____ in the Declaration establishing a plan for condominium ownership of said Building and the land upon which it is situate (the "Land") under Article 9-B of the Real Property Law of the State of New York, dated _____ and recorded _____ in the Office of the Register of the City of New York, County of New York under CRFN _____, said Unit also being designated as Tax Lot ____ in Block 753 of Section 3 of the Borough of Manhattan, on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the said Building filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. ____ and also filed in the City Register's Office on _____ as Condominium Map No. CRFN _____.

TOGETHER with an undivided ____ percent interest in Common Elements of the Condominium as described in the Declaration.

The land upon which the Building containing the Unit is situate is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 30th Street distant 136 feet westerly from the southwesterly corner of 8th Avenue and West 30th Street;

RUNNING THENCE southerly parallel with 8th Avenue, 98 feet 9 inches to the center line of the block;

THENCE westerly along said center line of the block, 66 feet;

THENCE northerly parallel with 8th Avenue, 98 feet 9 inches to the southerly side of West 30th Street;

THENCE easterly along the southerly side of West 30th Street, 66 feet to the point or place of BEGINNING.

PROFORMA

Policy No. PROFORMA
Title No. NY120962

SCHEDULE B
Exceptions from Coverage

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of the following:

1. Any state of facts which an accurate survey of the building and the unit would show, but policy insures that any encroachments by the Insured Unit on any adjoining Unit or on common areas may remain undisturbed as long as it shall stand.
2. Covenants, conditions, easements, agreements of record, etc., as follows:
 - a. Covenants and Restrictions set forth in Deed made by Robert Ray and Cornelia Ray to Cyrus Mason dated 8/31/1846 and recorded on 9/4/1846 in Liber 482 of Deeds, Page 34.
 - b. Covenants and Restrictions set forth in Deed made by Cyrus Mason and Hannah P. Mason to Arthur B. Morris dated 7/2/1847 and recorded 7/2/1847 in Liber 490 of Deeds, Page 407.
 - c. Terms, Covenants, Conditions and Provisions of Party Wall Agreement made between James Kearney and David Seaman dated 11/13/1851 and recorded on 11/13/1851 in Liber 588 of Deeds, Page 239.
3. Terms, covenants and conditions set forth in the Declaration of Condominium and By-Laws dated _____ and recorded on _____ under CRFN _____, but policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9B of the Real Property Law.
4. Power of Attorney to the Board of Managers to be executed by the purchaser and submitted for recording together with the closing deed.

PROFORMA



Policy No. PROFORMA
Title No. NY120962

COMMONWEALTH LAND TITLE INSURANCE COMPANY
STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Attached to and made a part of Policy No. PROFORMA

1. The following is added as a Covered Risk:
 - "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
2. Exclusion Number 5 is deleted, and the following is substituted:
 5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown on Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated: _____

Countersigned:

Authorized Signatory



By:

Raymond R. Quirk
Raymond R. Quirk
President

By:

Michael L. Gravelle
Michael L. Gravelle
Secretary

PROFORMA



Policy No.: PROFORMA
Title No: NY120962

COMMONWEALTH LAND TITLE INSURANCE COMPANY
CONDOMINIUM ENDORSEMENT
-NEW YORK-

Attached to and made a part of Policy No. PROFORMA

The Company insures the Insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public record and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated: _____

Countersigned:

By: _____
Authorized Officer or Agent



By:

(Signature)

President

Attest:

(Signature)

Secretary

PROFORMA

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters :
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real

property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other

counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%; and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to

indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the en-

dorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

Commonwealth Land Title Insurance Company
P.O. Box 45023, Jacksonville, Florida 32232-5023
Attn: Claims Department

PROFORM

**COMMONWEALTH
LAND
TITLE
INSURANCE
COMPANY**



Commonwealth

LAND TITLE INSURANCE COMPANY

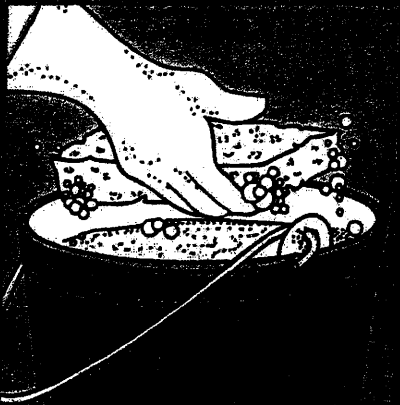
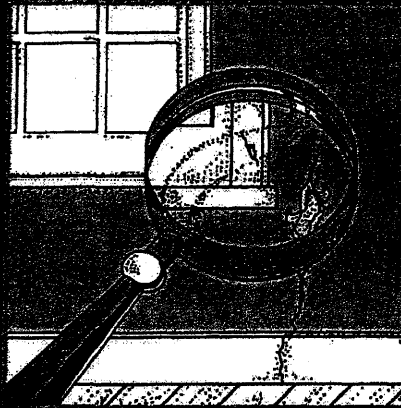
PROFORMA

Commonwealth Land Title Insurance Company

P.O. Box 45023, Jacksonville, Florida 32232-5023

EXHIBIT 16

LEAD-BASED PAINT BOOKLET



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

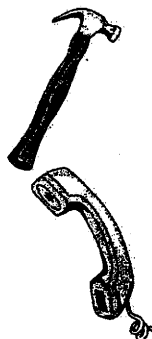
Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

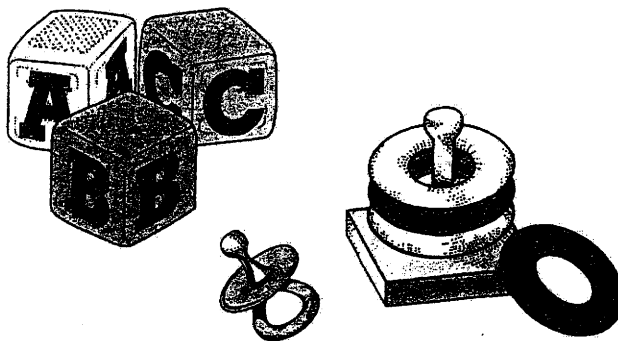
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



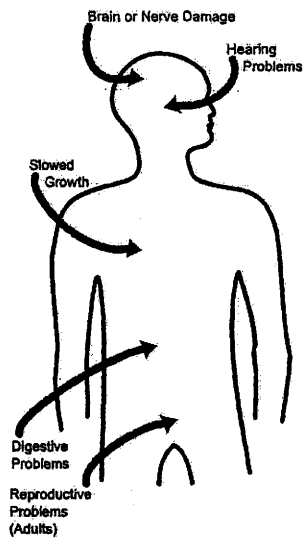
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



***Lead affects
the body in
many ways.***

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

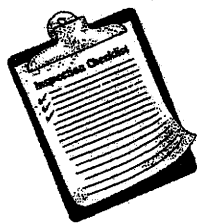
Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in one of two ways, or both:

- ◆ A **paint inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.



There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

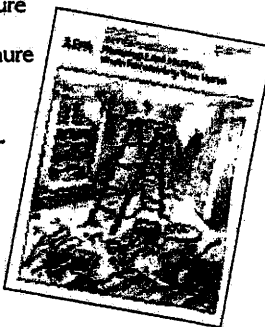
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint.** These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

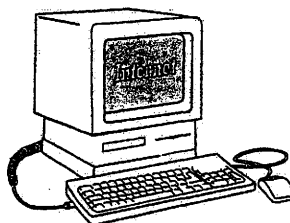


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: www.cpsc.gov.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.