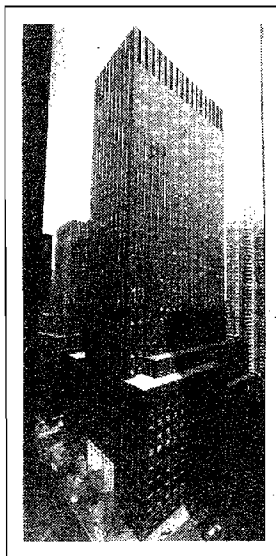


VOLUME I
CONDOMINIUM OFFERING PLAN
For The Sale Of Condominium Units In
THE 633 THIRD AVENUE CONDOMINIUM
633 Third Avenue
New York, New York 10017



The total amount of this offering based on the aggregate price at which the Units are initially offered hereby to purchasers is \$195,886,018.

Sponsor:

THE TRAVELERS INSURANCE COMPANY
c/o Real Estate Investments
388 Greenwich Street
New York, New York 10013

Selling Agent:

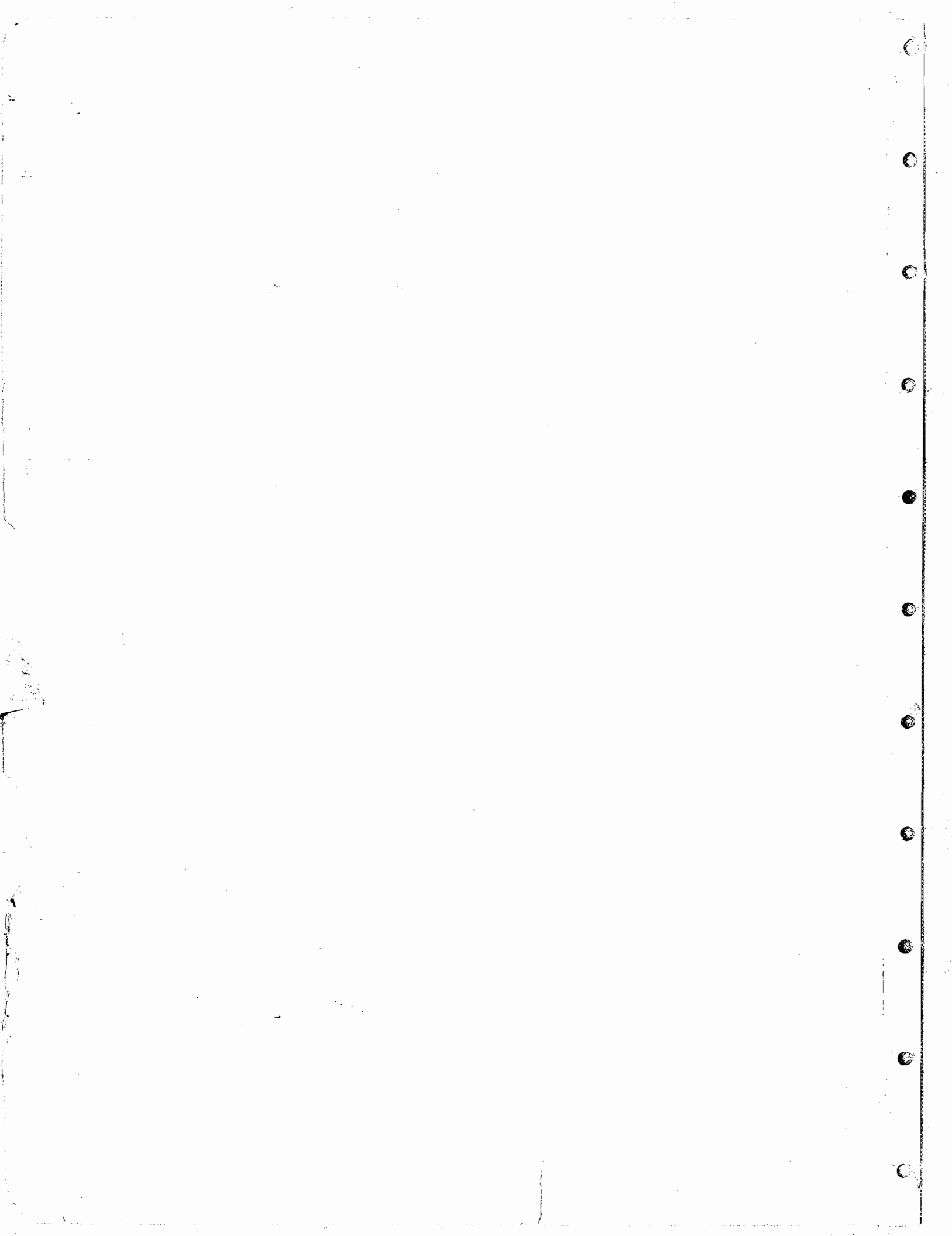
Rockwood Disposition Services, Inc.
c/o Rockwood Realty Associates, Inc.
555 Fifth Avenue, 5th Floor
New York, New York 10017-2416

The Condominium currently contains fifty-eight (58) Units, thirty-eight (38) of which are offered for sale hereby. See Volume II, Third Amendment. The approximate date of the first offering of this Condominium Offering Plan is February 10, 1995. This Condominium Offering Plan may not be used after February 12, 1997 unless this Plan is further amended.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1 OF VOLUME I.

THE PRICES AND TERMS OF SALE FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. SEE "CHANGES IN PRICES OR UNITS".

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



SPECIAL RISKS

No Financing Contingency

Although a Purchaser may obtain financing from any lending institution or any other source, the Purchaser's obligation to purchase a Unit pursuant to its Purchase Agreement is not contingent on the Purchaser obtaining financing for such purchase. Accordingly, the failure to obtain such financing shall not excuse a Purchaser from performing its obligations under its Purchase Agreement. A Purchaser may lose its Down Payment, together with accrued interest, if Purchaser fails to fulfill its obligations under the Purchase Agreement. Sponsor makes no representation that financing will be available to Purchasers or as to the amount, terms and conditions upon which such financing may be granted or the cost to obtain same. See the Section of the Offering Plan entitled "Procedure to Purchase" for further discussion.

Deed

The Unit Deed to be delivered by Sponsor for any particular Unit shall be a bargain and sale deed without covenant against grantor's acts, in the form set forth in Part II of the Plan.

Down Payment

Any Down Payment made under a Purchase Agreement in excess of \$100,000.00 is not federally insured in excess of \$100,000.00.

Closing Costs

Purchasers have the obligation to pay the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax due in connection with the sale. In the absence of such a contractual provision, payment of these transfer taxes ordinarily would be a seller's obligation. See the Section of the Plan entitled "Closing Costs and Adjustments" for further discussion.

A Purchaser will be responsible for the fees and expenses of its own attorney if it chooses to retain one and any broker or agent used by Purchaser other than the Selling Agent. A Purchaser will also be required to pay Sponsor's attorneys' fees as described in the Section of the Plan entitled "Closing Costs and Adjustments" and "Procedure To Purchase."

Units Subject to Leases

Units 11-21 inclusive and Unit SC-4 are subject to a lease with Mobil Oil Corporation covering such Units. Units 11-21, along with certain other Units, are presently subject to a contract of sale dated December 6, 1994 (the "UNDC Contract") between Sponsor and the United Nations Development Corporation ("UNDC") pursuant to

a "no-action" letter dated May 31, 1994 from the New York State Department of Law to Sponsor (the "No Action Letter"). See the Section of the Plan entitled "Introduction" for further discussion.

Units C-2, 1-A, SC-6 and SC-7 are subject to a lease with 633-1986 Seafood Restaurants, Inc. (the "Docks Lease") covering such Units in whole or in part. These Units are presently offered for sale only as a package for a total Purchase Price equal to the aggregate of the Purchase Prices shown for these Units on Schedule A. The Docks Lease prohibits the Unit Owners of Units 1-C and C-5 from operating a seafood restaurant in their Units.

Units 1-C and C-5 are subject to a lease with Chemical Bank (the "First Chemical Lease") covering such Units and are presently offered for sale only as a package for a total Purchase Price equal to the aggregate of the Purchase Prices for these Units as shown on Schedule A. The First Chemical Lease prohibits Unit Owners from leasing or subleasing any space at the Property for the conduct of a commercial bank, trust company, safe deposit company, savings bank, savings and loan association or loan company.

Units 6 and 7 are subject to a lease with Chemical Bank (the "Third Chemical Lease") covering such Units and are presently offered for sale only as a package for a total Purchase Price equal to the aggregate of the Purchase Prices for these Units as shown on Schedule A.

Unit 8 is subject to a lease with Chemical Bank (the "Fourth Chemical Lease").

Part of Unit 5 is subject to a lease with Chemical Bank (the "Second Chemical Lease"). UNDC has an option under the UNDC Contract, which option expires on February 15, 1995 unless extended by Sponsor, to purchase the part of Unit 5 which is not subject to the Second Chemical Lease (the "Unit 5 Option Space"). If UNDC exercises its option, Unit 5 will be subdivided into at least two (2) Units; one of which will include the space demised to Chemical Bank under the Second Chemical Lease (the "Unit 5 Chemical Space"). In connection with any such subdivision, Sponsor will apportion among the newly created Units the Common Interest of Unit 5 in accordance with the terms of the Declaration and may designate parts of Unit 5 as limited common elements appurtenant to all or less than all of such newly created Units. In addition, Ma & Shang ("Ma"), the tenant currently occupying part of Unit 22, may elect pursuant to the "Ma Relocation Agreements" described in detail in the Section of the Plan entitled "Existing Leases" to relocate to part of the Unit 5 Option Space. In the event Ma is relocated to the Unit 5 Option Space and UNDC does not exercise its option to

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purchase same, the purchaser of Unit 5 will take Unit 5 subject to the Ma Lease as modified by the Ma Relocation Agreements as well as the Second Chemical Lease.

Under the Ma Relocation Agreements, Ma will temporarily occupy part of Unit 32. Sponsor will not close title to Unit 32 until Ma has vacated that Unit.

Units 1-B and 1-E are also subject to certain month-to-month tenancies.

The foregoing leases and month-to-month tenancies (the "Existing Leases") are more fully described in the Section of the Plan entitled "Existing Leases". Purchasers of these Units will take title to such Units subject to all of the terms and conditions of the Existing Leases, if any, existing on the date thereof. Sponsor reserves the right to renew or extend or otherwise modify any of the Existing Leases which are not subject to a Purchase Agreement. Reference should also be made to the Section of the Plan entitled "Rights and Obligations of Unit Owners."

Sovereign Immunity

The By-Laws for the Condominium provide that nothing contained in the Declaration or the By-Laws shall constitute a waiver, express or implied, by an International Organization of any of its privileges and immunities under applicable conventions and treaties to which the United States is a party, all of which are expressly reserved and maintained. The term "International Organization" is defined in the By-Laws as the United Nations, any of its subsidiary organs, or any specialized agency of the United Nations. It should be noted that other potential purchasers of Units, such as foreign missions, may have and claim privileges and immunities similar to those of an International Organization.

Control by Sponsor

Sponsor shall be entitled to elect a majority of the members of the Board of Managers until the earlier of (1) the date that Sponsor owns Units having aggregate Common Interests of less than fifty (50%) percent of the Common Interests of all Units, or (2) the third anniversary of the Closing Date under the Plan and shall be entitled to designate at least one member of the Board of Managers so long as Sponsor owns at least one Unit located on any floor of the Building other than the subcellar floor or the 41st floor. Until the sooner of (i) the date on which Sponsor owns Units having aggregate Common Interests of less than 15% of the Common Interests of all Units, or (ii) the fourth anniversary of the Closing Date under the Plan, neither the Board of Managers, nor

any officers, except upon the written consent of Sponsor, which consent shall not be unreasonably withheld, shall: (a) increase the number or change the type of employees described in Schedule B; (b) provide for services other than those described in Schedule B unless the total annual cost of said employees and of all services to be provided is not greater than the then estimated total cost of the services described in Schedule B times the CPI Factor (as hereinafter defined); (c) establish reserves or similar funds to undertake any Alterations (as hereinafter defined); (d) change the insurance coverage on the Property from the coverage described in Schedule B (unless the change is an increase in insurance coverage which does not cause an increase in the total annual insurance premiums then due and payable by the Condominium) or unless such change is required by the insurance carrier insuring the Property to satisfy insurance requirements. The consent of Sponsor is not required for any action described in clauses (a) through (d) above if required by Applicable Law or by any union contract in effect with respect to the Property.

Condition of Property

Each Unit and the Common Elements are offered in "as is" condition as of the date of closing of title thereto, subject to Sponsor's obligations: (a) to maintain the Common Elements through the Closing Date in substantially the same condition and manner as on the Presentation Date of the Plan, reasonable wear and tear excepted; (b) to cause certain violations of record to be cured as described in the Section of the Plan entitled "Sponsor's Statement of Present Building Condition"; (c) to make certain repairs pursuant to the Local Law 10 Report, a copy of which is contained in Part II of the Plan, as described in the Section of the Plan entitled "Sponsor's Statement of Present Building Condition"; and (d) to pay for certain capital improvements to the Property as described in the Section of the Plan entitled "Sponsor's Statement of Present Building Condition." The foregoing is not intended to limit Sponsor's rights to make Alterations to the Units and the Common Elements as described elsewhere in the Plan.

Development Rights

Sponsor reserves for itself, so long as it owns Unit SC-5 and thereafter to the Unit Owner of Unit SC-5, to the extent such rights are still existing, (a) all presently unused development rights with respect to the Property including any unused development rights in connection with the Parking Lot Parcel (as hereinafter defined) which are not necessary to maintain the existing building under present zoning laws (the "Development Rights"); and, (b) the exclusive right to hold, modify, amend, supplement, terminate, extend or revoke any and all rights and

restrictions relating to the Development Rights and the Parking Lot Parcel contained in the Declaration of Zoning Lot Restrictions and the Zoning Lot Agreement. See the Section of Plan entitled "Rights and Obligations of Sponsor" for further discussion.

Right of First Refusal

Sponsor shall have a right of first refusal with respect to any bona fide offer to purchase a Unit from a Unit Owner until the second anniversary of the Closing Date pursuant to the Plan, subject to certain limitations set forth in the By-Laws. See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.

INTRODUCTION

Purpose of the Plan

The Travelers Insurance Company presents this offering plan (the "Plan") for the condominium ownership of the building known as 633 Third Avenue, New York, New York (the "Building") and the parcel of land on which it is situated (the parcel of land and Building are collectively called the "Property") under the provisions of the Condominium Act.

The purpose of this Plan is to set forth all of the material terms of the offer to establish the Property as a condominium and to sell Units therein.

The Plan is presented in two parts which together constitute the entire Plan. Part I sets forth a description of the material terms of the offer and Part II contains, among other things, a description of the Property and the basic documents necessary to create the Condominium and effectuate the provisions of the Plan.

The Plan may be amended from time to time upon the filing of an amendment with the Department of Law of the State of New York ("Department of Law"). Amendments will be served on (i) commercial or professional tenants, (ii) Purchasers who have executed and delivered Purchase Agreements to Sponsor and who are not in default, (iii) Unit Owners and (iv) any other person entitled to service pursuant to local law or regulation (collectively "Offerees") unless the Department of Law consents to service on a specified class of offerees. However, certain changes in prices of Units may be effected without filing an amendment with the Department of Law. See the Section of the Plan entitled "Changes in Prices or Units."

Sponsor and its Interest in the Property

Sponsor is a Connecticut corporation. See the Section of the Plan entitled "Identity of Parties." Sponsor acquired the Property by referee's deed on March 24, 1994.

Interest in the Property to be Submitted to Condominium Act

On or before the Closing Date, a condominium will be created and established by submitting fee title to the Property to the provisions of the Condominium Act (as hereinafter defined) in accordance with the Declaration and By-Laws set forth in Part II of the Plan. The Condominium will be known as The 633 Third Avenue Condominium and will be subject to the Condominium Act and all laws regulating condominiums in New York State.

The Declaration and By-Laws will be recorded, and Floor Plans will be filed, in the Office of the City Register, New York County, prior to or concurrently with the closing of the sale of the first Unit pursuant to the Plan or to the UNDC under the UNDC Contract pursuant to the No Action Letter.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known and hereinafter referred to as the "Condominium Act." The Property will be submitted to the provisions of the Condominium Act by Sponsor's recording the Declaration in the Office of the City Register, New York County. From and after the date of recording the Declaration, Sponsor will be the owner of each of the Units until each is sold or conveyed.

Offer of Sale of Condominium Units

There are fifty-eight (58) Units in the Condominium; of which thirty-eight (38) Units are hereby initially offered for sale by Sponsor on the terms and conditions set forth in the Plan. Units SC-4 and SC-5 are not being offered for sale at this time, although Sponsor reserves the right to do so. Units 10 through 27 inclusive (collectively, the "UNDC Contract Units") are under contract to the UNDC and are therefore not presently being offered for sale under this Plan, although Sponsor reserves the right to do so.

Units SC-1, SC-2, SC-3, C-1, C-3, C-4, C-6, C-7, 2, 3, 4, the Unit 5 Option Space and Units 28 through 31 inclusive (collectively, the "UNDC Option Units") are presently offered for sale hereunder, but are subject to certain options to purchase by UNDC under the UNDC Contract. UNDC's options to purchase the UNDC Option Units under the UNDC Contract expire on February 15, 1995; however, Sponsor reserves the right to extend the time period in which UNDC has the right to exercise said options. No purchaser who enters into a Purchase Agreement for a UNDC Option Unit will have any right to purchase such Unit unless and until UNDC fails to exercise its option with respect thereto.

The prices of the Units are set forth in "Schedule A Prices of Units." These prices have been set by Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

All of the Units offered above the first floor of the Building under this Plan are presently permitted to be used for office purposes. The Units on the first floor of the Building are presently unused or are used for retail or office purposes. The Units on the concourse floor of the Building are presently either

unused or are used for office or storage or as the building office. The Units on the subcellar floor of the Building are either presently unused or are used for storage purposes. The Units may be used for any lawful purpose permitted under the Zoning Resolution of the City of New York and other Applicable Law subject to any use restrictions contained in the Existing Leases for so long as such Existing Leases remain in effect (See the Section of the Plan entitled "Existing Leases" for further discussion of use restrictions in any Existing Leases); and subject to certain other restrictions described in the Section of the Plan entitled "Rights and Obligations of Unit Owners - Restrictions on Occupancy and Use".

The Condominium Floor Plans set forth in Part II of the Plan show all of the floors of the Condominium. Because there may be variations between the actual Unit and the typical Unit shown on the Condominium Floor Plans, the actual Unit should be inspected before a Purchaser executes a Purchase Agreement.

Each Unit is being sold in its "as is" condition on the date of closing of title thereto and Sponsor will not have any obligation to make any repairs or improvements to the Units or the Property except as may be expressly provided in the Sections of the Plan entitled "Sponsor's Statement of Present Building Condition" and "Rights and Obligations of Sponsor."

Features of Condominium Ownership

In the Condominium each Unit Owner owns fee title to its Unit and is entitled to the exclusive possession thereof. Each Unit Owner also owns in common with other Unit Owners an undivided interest in the Common Elements known as its Common Interest. The Common Elements, as described in the "Rights and Obligations of Unit Owners" Section in Part I of the Plan and in the Declaration set forth in Part II of the Plan, include the Land, the roofs, foundation and supports of the Building and, in general, all other parts of the Property, other than the Units. No portions of the Common Elements have been designated as limited common elements, although Sponsor and certain other Unit Owners have the right under the Declaration to create such limited common elements under certain circumstances. See the Sections of the Plan entitled "Rights and Obligations of Sponsor" and "Rights and Obligations of Unit Owners" for further discussion.

Each Unit Owner may mortgage its Unit with a lender and in such amount as it chooses (see the Section of the Plan entitled "Procedure to Purchase"). Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units. Sponsor is not offering to arrange institutional

financing or to act as agent for any lender with respect to the financing of Units under this Plan. Sponsor makes no representation or warranty that institutional financing will be available to Unit Owners or as to the terms and conditions upon which financing might be available.

A Unit Owner has the right to decorate and perform alterations to its Unit subject to certain restrictions set forth in the Declaration and the By-Laws and described in the Section of the Plan entitled "Rights and Obligations of Unit Owners". A Unit Owner will be responsible for the cost of maintenance and repairs to its Unit and its Service Equipment.

The Property was part of a single tax lot which contained the Property and a certain parcel of real property located adjacent thereto (the "Parking Lot Parcel") which has been conveyed by Sponsor to 633 Third Associates ("Parking Lot Owner") by deed, dated May 20, 1994; a copy of which is on file with the Selling Agent. Sponsor has obtained separate tax lots for the Property and the Parking Lot Parcel. Although the Property and the Parking Lot Parcel will not be separately assessed for real estate tax purposes until July 1, 1995, Sponsor has obtained an unofficial apportionment letter from the New York City Department of Finance apportioning the real estate taxes between the Property and the Parking Lot Parcel. See the Footnotes to Schedule A for further discussion.

Sponsor will make application to divide the Property into separate tax lots for each Unit and its Common Interest, which Unit (and its Common Interest) will then be taxed as a separate tax lot for real estate tax purposes. Once a separate tax lot is established for a Unit and apportionment of the assessed valuation of the Property to a Unit is officially made, a Unit Owner will then be responsible for the payment of the real estate taxes and other assessments on its Unit, but not any other Unit, and its Unit will not be affected by virtue of nonpayment of real estate taxes or assessments with respect to any other Unit. The amount of the tax assessed against any Unit will depend upon various factors affecting value, including but not limited to, square footage, location, purchase price and other factors taken into consideration by the taxing authorities. Until the Units are separately assessed for real estate tax purposes, the Condominium will pay when due without interest or penalties all real estate taxes, any business improvement district charges due the Grand Central Business District and other assessments levied with respect to the Property (collectively referred to herein as "Taxes") and the same will be treated as a Common Expense to be allocated to and assessed against each of the Units as more particularly described in the Footnotes to Schedule A.

With certain exceptions, any sale of a Unit will be subject to a right by Sponsor, until the second anniversary of the Closing Date pursuant to the Plan, to acquire such Unit or to produce a third party to acquire such Unit on the same terms as were offered to the owner of such Unit. There are no other restrictions on a Unit Owner's rights to mortgage, sell or lease its Unit. For a summary of such rights and obligations of a Unit Owner, see the Section of the Plan entitled "Rights and Obligations of Unit Owners".

Operation and management of the Condominium will be vested in the Board as more particularly set forth in the By-Laws. The Board will determine the amount of Common Expenses. Common Expenses include, without limitation, the expenses of maintaining and operating the Common Elements and the other expenses set forth in Schedule B. Each Unit Owner will be required to pay a portion of the Common Expenses equal to the product of the percentage amount of its Common Interest multiplied by the amount of the applicable Common Expenses which will be levied as a Common Charge against its Unit. At least monthly, the Board will assess such Common Charges against each Unit Owner to meet Common Expenses. Certain Common Expenses will not be allocated to all Unit Owners on a pro rata basis, such as charges for additional HVAC or overtime freight service. Each Unit Owner will have a right to vote for members of the Board as provided in the By-Laws. 15% Unit Owners also have certain rights to appoint members of the Board. See the Sections of the Plan entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of Board of Managers/Summary of By-Laws" for further discussion.

The consumption of electric energy supplied to the Units will either be: (a) billed directly to each Unit through a separate meter and the owner of such Unit will be required to pay the bills for electricity consumed or used in its Unit directly to the public utility company; (b) billed to and paid by the Board and then billed to each Unit Owner by the Board as a Common Charge separately assessed against its Unit based upon (i) the results of one or more usage surveys conducted by an electrical engineer or consultant selected by the Board; or (ii) a submeter; or (iii) a combination of the foregoing. The electric charges applicable to any Unit Owner whose Unit is not separately metered will be equal in any billing period to the product of (A) the amount of electricity (in kilowatt hours without distinction between demand or consumption (hereinafter referred to as "KWH")) drawn by such Unit Owner for its Unit(s) or Service Equipment through any of the Building meters multiplied by (B) the average cost per KWH to the Condominium for such billing period.

The water charges and sewer rents assessed against the Property, unless and until such charges are separately billed to each Unit Owner by the appropriate authority, will be paid by the Board as a Common Expense. If any of the Units are separately metered for water then the Unit Owner thereof will directly pay to the proper authority the water charges and sewer rents computed on the basis of the consumption metered for its Unit.

The Condominium will maintain fire insurance policies insuring the Common Elements and the walls separating Units from the Common Elements covering the interests of the Condominium, the Board, all the Unit Owners and their mortgagees as their respective interests may appear, in an amount equal to at least one hundred (100) percent of the full replacement value of the Common Elements and the walls separating Units from the Common Elements, exclusive of footings and foundations, without deduction for depreciation. Each Unit Owner is responsible for insuring the interior of its own Unit and the contents thereof, including appliances, furniture, furnishings, or other personal property within and servicing only the Units. Each Unit Owner is required to maintain commercial general liability insurance. A Unit Owner may also be required to maintain certain other property insurance during the course of performing Work. See the Section of the Plan entitled "Rights and Obligations of Unit Owners" for further discussion.

Easements and Easement Zones

Certain areas of the Property have been designated as Easement Zones under the terms of the Declaration for the installation, repair and maintenance of Service Equipment.

These Easement Zones include the Existing Electrical Closets and the Existing Telephone Closets located in most of the Units.

Any Unit Owner shall have the right to install new or additional telecommunications Service Equipment in the Existing Telephone Closets and new or additional electrical Service Equipment in the Existing Electric Closets, subject to certain conditions set forth in the Declaration and By-Laws. Certain Easement Zones have been designated for the exclusive use of the UNDC Unit Owners.

Sponsor may grant any Unit Owner the right to use exclusively or in common with other Unit Owners any or part of the Easement Zones (other than the UNDC Easement Zones) for the purposes described above and set forth more fully in Articles XI and XII of the Declaration.

In addition, subject to compliance with the terms and conditions contained in the Declaration and By-Laws, each Unit Owner shall have the right in order to connect its Service Equipment to and from Building Systems Equipment or other Service Equipment or public or utility lines or facilities to install Connective Service Equipment in the Common Elements (other than the public portions of the first floor of the Building) and in the Electrical Vault Corridor. Each Unit Owner may also install Service Equipment in the Common Elements located within the subcellar floor of the Building for the purpose of operating any of its Service Equipment installed in the Building, as permitted under any other provision of the Declaration. The term "Connective" as applied to Service Equipment or Building Systems Equipment refers to pipes, wires, ducts, risers, cables, conduits and other lines constituting Service Equipment or Building Systems Equipment, as the case may be.

See the Sections of the Plan entitled "Definitions," and "State of Title" and "Rights and Obligations of Unit Owners" for further details.

Miscellaneous

The Plan (including all Schedules and Parts A, B and C of the Exhibits submitted by Sponsor to the Department of Law) constitutes the entire offer of Sponsor. Copies of the Plan, and Parts A, B, and C of the Exhibits referred to above, are available to prospective Purchasers and their attorneys for inspection without charge and for copying at a reasonable charge, at the office of Sponsor or Selling Agent during regular business hours, and if and when a sales office is maintained at the Property, then at such sales office.

The Plan is offered only to individuals who are 18 years of age or older and who reside in the State of New York, or other entities with offices in the State of New York.

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

DEFINITIONS

"Alterations" means demolitions, alterations, installations, additions and improvements performed in or to the Units or the Common Elements, including the installation of new or additional Service Equipment, the relocation of Service Equipment, the

installation of new or additional Building Systems Equipment and the relocation of Building Systems Equipment.

"Applicable Law" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and to the extent any Unit Owner, Sponsor and/or the Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment) now or hereafter in effect.

"Board" means the Board of Managers of the Condominium.

"Building" means the building located on the Land.

"Building Systems" and "Building Systems Equipment" means utility and service systems at the Building as described in the Declaration, all elevator and elevator systems (other than (a) dumbwaiters located in Units 2, 3 and 4, and (b) any elevators or elevator systems or escalators or escalator systems installed by a Unit Owner) and all shafts servicing the same and the fans servicing the first floor of the Building located within the mezzanine area of the ceiling of Unit C-4.

"By-Laws" means the By-Laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, as the same may be amended from time to time.

"Closing Date" means the date of delivery of first Unit Deed delivered pursuant to this Plan, following acceptance for filing of the amendment declaring this Plan effective.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Charges" with respect to a Unit means the Unit Owner's share of Common Expenses based on the Common Interest of its Unit plus all other Common Expenses or charges assessed by the Board against a Unit Owner for which a Unit Owner is liable pursuant to the terms of the Declaration and the By-Laws.

"Common Elements" means the areas of the Building defined in the Declaration as Common Elements and summarized in the Section of the Plan entitled "Rights and Obligations of Unit Owners".

"Common Expenses" means all costs and expenses incurred or paid generally by the Board in connection with the operation of the Condominium which, pursuant to the Plan, the Declaration and the By-Laws, are to be paid by the Unit Owners in proportion to their Common Interests, as summarized in "Rights and Obligations of Unit

Owners" and as more fully described in the Declaration and the By-Laws.

"Common Interest" means the proportionate undivided interest expressed in numerical percentages in the Common Elements pertaining to each Unit as determined in accordance with the Declaration. The total of all Common Interest percentages pertaining to all Units equals 100%. Common Interest is the basis of determining, among other things, a Unit Owner's voting power, liability for a share of the Common Expenses and share of any distributions upon termination of the Condominium.

"Condominium" means The 633 Third Avenue Condominium.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York as the same may be amended from time to time.

"Condominium Commencement Date" means the earlier of (i) the Closing Date or (ii) the date of the closing of title to the first Unit under the UNDC Contract pursuant to the No Action Letter.

"Condominium Documents" means collectively this Plan, the Declaration, the By-Laws, the Rules and Regulations thereunder and the Floor Plans, as the same may be amended from time to time.

"CPI Factor" means, for any year, a fraction of the numerator of which is the Price Index (as defined below) on the last day of the calendar year immediately preceding such calendar year, and the denominator of which is the Price Index on the date of the Declaration. For the purposes herein, the "Price Index" is the Consumer Price Index for all Urban Consumers, New York-Northeastern New Jersey, All Items, (1982-84=100) issued by the Bureau of Labor Statistics of the United States Department of Labor.

"CS Unit" means: (a) any Unit owned by Sponsor, so long as same shall be so owned; (b) any Unit designated as a CS Unit in the Unit Deed for such Unit executed by Sponsor as grantor or in another recordable instrument executed by Sponsor contemporaneously with the delivery of such Unit Deed; (c) any UNDC Unit; or (d) any Unit resulting from the subdivision or combination of any of the foregoing.

"Declarant Easement Zones" means all Easement Zones other than (a) the UNDC Easement Zones, if any; (b) the Existing Telephone Closets; and (c) the Existing Electrical Closets.

"Declaration" means the Declaration of Condominium, a copy of which is set forth in Part II of this Plan, as the same may be amended from time to time.

"Department of Law" means the Real Estate Financing Bureau, Department of Law, 120 Broadway, 23rd Floor, New York, New York.

"Down Payment" means the monies paid by a Purchaser toward the Purchase Price in connection with its purchase of a Unit in an amount equal to 10% of the Purchase Price plus the cost of any special work for the Unit ordered by the Purchaser, or such lesser amount as may be negotiated between an individual Purchaser and Sponsor as described in the Section of the Plan entitled "Changes in Prices or Units".

"Easements Zones" means and refers to: (i) the Roofs; (ii) the space located within a Unit or within the Common Elements, defined vertically by the roof of the Building and the slab of the subcellar floor of the Building and horizontally by the outlines on the Floor Plans for: (A) the telephone closets (the "Existing Telephone Closets"); (B) the electric closets (the "Existing Electric Closets"); and (C) the area adjacent to the freight elevator on each floor denominated as an Easement Zone on the Floor Plans; (iii) the westerly three feet of the fire tower shown on the Floor Plans on each floor of the Building from the 2nd floor through the main roof of the Building inclusive (hereinafter referred to as the "Fire Tower Easement Zone"); (iv) the area in the mechanical area on the 11th floor designated as the "Unit 11 Easement Zone" on the Floor Plans; (v) the area in the mechanical area on the 11th floor designated as the "Second UNDC Reserved Easement Zone" on the Floor Plans; and (vi) the area on the 41st floor designated as the "Third UNDC Reserved Easement Zone" on the Floor Plans. Certain of the Easement Zones are located partially within Common Elements and partially within certain Units.

"Electrical Vault Corridor" means and refers to the area five feet east/west by thirty-two feet north/south, at and above a plane ten feet above the floor slab of Unit SC-7 between column lines 1A and 3 and E and F on the Floor Plan for the subcellar floor.

"Exhibits" means collectively Exhibits A, B, C and D which were submitted to the Department of Law in connection with the filing of this Plan to such Department.

"Existing Leases" means the Docks Lease, the First Chemical Lease, the Second Chemical Lease, the Third Chemical Lease, the Fourth Chemical Lease, the Mobil Lease, the Ma Lease, and the Month-to-Month Tenancies, all as defined and summarized in the Section of the Plan entitled "Existing Leases" and any other lease entered into by Sponsor prior to the date of closing of title to a Unit with a tenant thereof, other than a Purchaser under an Interim Lease.

"15% Unit Owner" means a Unit Owner owning Units having aggregate Common Interests of at least fifteen (15%) percent of the

Common Interests of all Units and which gives notice thereof to the Board of Managers.

"Floor Plans" means the condominium floor plans of the Building, to be filed with the Office of the City Register, New York County, copies of which are reproduced in Part II of the Plan.

"Governmental Authority" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

"Institutional First Purchase Money Mortgage" shall mean a first mortgage (a) made by a Unit Owner in connection with the purchase by it of its Unit and (b) held by (i) Sponsor, (ii) any bank, trust company, savings and loan association or savings bank, (iii) any insurance company, (iv) any pension, retirement or welfare fund having assets in excess of \$300,000,000.00, (v) any real estate investment trust, (vi) any governmental authority including an agency of the City or State of New York so long as such mortgage does not exceed eighty (80%) percent of an amount equal to the Purchase Price of the Unit plus the cost of improvements to be made thereto, or (vii) any comparable institutional lender; as any such mortgage may be assigned, modified, extended, replaced, refinanced or restructured.

"Holiday" shall mean those days designated as holidays under the applicable union contract, or, if there is no applicable union contract, the term "Holiday" shall mean any day on which state chartered banks in New York City are authorized or required to be closed or such other days as the Board may designate from time to time.

"Initial UNDC Unit Owner" means the Person acquiring Units 14 through 27 inclusive, if any.

"Insurance Trustee" means initially Sponsor until Sponsor resigns or is replaced by the Board by a New York State bank or trust company or savings institution or insurance company licensed to do business in the State of New York as designated pursuant to the provisions of the By-Laws.

"Land" means the parcel of land upon which the Building is situated, as more fully described in the Declaration, excluding the Development Rights.

"Lobby Unit" means any of Unit 1-A or 1-C.

"Majority in Common Interest of Unit Owners" means those Unit Owners holding more than 50% of the total authorized votes of all

Unit Owners present in person or by proxy and voting at any meeting of Unit Owners determined in accordance with the By-Laws.

"Managing Agent" means Sandhurst Associates, Ltd. or any successor managing agent designated by the Board.

"Parking Lot Owner" means 633 Third Associates, the owner of the Parking Lot Parcel.

"Parking Lot Parcel" means that certain real property adjacent to the Property conveyed by Sponsor to the Parking Lot Owner by deed, dated May 20, 1994.

"Permitted Encumbrances" means the title exceptions set forth in "Closing of Title to Units" subject to which a Unit may be conveyed.

"Plan" means the Condominium Offering Plan of The 633 Third Avenue Condominium promulgated by Sponsor.

"Property" means collectively the Land and the Building.

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

"Purchaser" means a purchaser of a Unit pursuant to a Purchase Agreement.

"Repairs" means repairs, replacements, substitutions and any other work, other than Alterations, performed in or to the Units or the Common Elements.

"Rules and Regulations" means the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule 1 as the same may be amended from time to time.

"Selling Agent" means Rockwood Disposition Services, Inc. or a successor selling agent hired by Sponsor.

"Service Equipment" shall mean (a) all of the following, serving one or more Units and not constituting Common Elements: (i) pipes, wires, ducts, risers, cables, conduits and other lines, and (ii) mechanical, electrical or other equipment, including supplemental air-conditioning systems, antennas and other communication devices; and (b) any antennas or other communications devices and any ancillary electrical equipment hereafter installed on the roof of the Building by the Unit Owner of Unit 41-A whether or not serving any Unit.

"Sponsor" means The Travelers Insurance Company.

"UNDC Easement Zones" means and refers to (i) the southerly three feet of the Fire Tower Easement Zone (hereinafter referred to as the "UNDC Reserved Easement Zone"); and (ii) the area on the 41st Floor of the Building designated on the Floor Plans as the "Third UNDC Reserved Easement Zone"; and (iii) the area on the main roof of the Building designated on the Floor Plans as the "Fourth UNDC Reserved Easement Zone". If the Initial UNDC Unit Owner shall acquire Unit 10, the UNDC Easement Zones shall include the area in the mechanical area on the 11th Floor of the Building designated on the Floor Plans as the "Second UNDC Easement Zone". If the Initial UNDC Unit Owner shall acquire Units 11, 12 and 13, the UNDC Easement Zones shall include the Unit 11 Easement Zone and the roof of the 11th floor. The UNDC Easement Zones shall be in effect only if Units 14 through 27 are purchased by the Initial UNDC Unit Owner.

"UNDC Units" shall mean, at any time, any of the Units 2, 3, 4, 5 or part thereof, 10, 11 through 31, inclusive, C-1, C-3, C-4, C-6, C-7, SC-1, SC-2 and SC-3, which then are or were previously owned by the Initial UNDC Unit Owner, or any Unit resulting from any combination or subdivision of any of the foregoing pursuant to the Declaration.

"UNDC Unit Owner" or "UNDC Unit Owners" shall mean any person owning of record a UNDC Unit.

"Unit" means any space in the Building designated as a Unit in the Declaration, together with such Unit's appurtenant undivided interest in the Common Elements. All such units are collectively referred to as "Units".

"Unit Owner" means any owner or owners of a Unit including Sponsor for so long as it shall own a Unit. All of such Unit Owners are collectively referred to as "Unit Owners."

"Work" means Alterations and/or Repairs.

"Working Capital Fund" means the Working Capital Fund of the Condominium, if any, as summarized in the Section of the Plan entitled "Working Capital Fund."

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meaning ascribed thereto in Schedule C of the Declaration.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Land

The Land is located on the easterly side of Third Avenue between East 40th and East 41st Streets in the Borough of Manhattan, New York, New York. It is known as 633 Third Avenue,

New York, New York. A metes and bounds description of the Land is set forth in the Declaration in Part II of the Plan. The Property is presently designated as Block 1314, Lot 9 on the tax map of the Borough of Manhattan. There is a strip of land traversing the easterly portion of the Property which is subject to an access easement for the Queens-Midtown Tunnel Exit.

The Building

The Property consists in part of a forty-one-story class 1 fireproof building with cellar (including two (2) levels below the ground floor) and roof structures, having a structural steel frame with poured concrete and reinforced concrete slabs. The Building is more fully described in "Description of Property, Specifications and Building Condition" in Part II of the Plan.

Units and Common Elements

The Condominium is initially to contain fifty-eight (58) Units.

A summary description of the Units offered for sale under this Plan is set forth in "Introduction" and "Schedule A". Floor Plans for the Units are set forth in "Condominium Floor Plans" in Part II of the Plan.

The legal description of the Units and the Common Elements is set forth in the Declaration in Part II of the Plan and is summarized in "Rights and Obligations of Unit Owners" in Part I of the Plan.

LOCATION AND AREA INFORMATION

Location and Surrounding Area

The Property is located at 633 Third Avenue, New York, New York, on the eastern side of the street. It is between East 40th and East 41st Streets.

Transportation, shopping and medical facilities are all easily accessible from the Property.

The United Nations headquarters and Grand Central Station are a short walking distance from the Property.

Municipal Services

Police, fire, water, sanitation, snow removal from public streets and road maintenance services are provided by the City of New York.

Zoning

The Property is zoned C 5-3, Special Midtown District, a classification appropriate for commercial use.

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION
BASED ON ESTIMATED FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 1995 - June 30, 1996

Unit Designation	(1) Rentable Square Feet	(2) Offering Prices	(3) Percentage Interest in Common Elements	(4) Estimated Common Charges		(5) Estimated Real Estate Taxes (A)		(6) Total Estimated Real Estate Taxes and Common Charges	
				Monthly	Annually	Monthly	Annually	Monthly	Annually
S.C. - 1 *	3,300	330,035	0.286%	\$1,132.03	\$13,584.32	\$1,131.42	\$13,577.09	\$2,263.45	\$27,161.42
S.C. - 2 *	1,322	132,238	0.115%	\$453.58	\$5,442.95	\$453.34	\$5,440.05	\$906.92	\$10,883.00
S.C. - 3 *	8,492	849,179	0.737%	\$2,912.70	\$34,952.42	\$2,911.15	\$34,933.82	\$5,823.85	\$69,886.24
S.C. - 4 ***	6,034	603,373	0.523%	\$2,069.58	\$24,834.98	\$2,068.48	\$24,821.77	\$4,138.06	\$49,656.75
S.C. - 5 ***	527	52,748	0.046%	\$180.93	\$2,171.12	\$180.83	\$2,169.97	\$361.76	\$4,341.09
S.C. - 6 **	568	56,764	0.049%	\$194.70	\$2,336.42	\$194.60	\$2,335.18	\$389.30	\$4,671.60
S.C. - 7 **	450	45,045	0.039%	\$154.51	\$1,854.06	\$154.42	\$1,853.08	\$308.93	\$3,707.14
C - 1 *	3,047	609,494	0.303%	\$1,199.06	\$14,388.75	\$1,198.42	\$14,381.09	\$2,397.49	\$28,769.84
C - 2 **	663	132,654	0.066%	\$260.97	\$3,131.66	\$260.83	\$3,129.99	\$521.80	\$6,261.64
C - 3 *	9,598	1,919,628	0.955%	\$3,776.50	\$45,318.00	\$3,774.49	\$45,293.88	\$7,550.99	\$90,611.88
C - 4 *	7,802	1,560,472	0.776%	\$3,069.93	\$36,839.15	\$3,068.30	\$36,819.55	\$6,138.23	\$73,658.70
C - 5 **	4,741	948,274	0.472%	\$1,865.55	\$22,386.57	\$1,864.55	\$22,374.65	\$3,730.10	\$44,761.22
C - 6 *	1,239	247,812	0.123%	\$487.52	\$5,850.27	\$487.26	\$5,847.16	\$974.79	\$11,697.43
C - 7 *	1,971	394,176	0.196%	\$775.47	\$9,305.59	\$775.05	\$9,300.64	\$1,550.52	\$18,606.22
1 - A **	7,817	3,126,864	0.977%	\$3,864.65	\$46,375.85	\$3,862.60	\$46,351.16	\$7,727.25	\$92,727.01
1 - B **	287	129,078	0.038%	\$149.05	\$1,788.54	\$148.97	\$1,787.59	\$298.01	\$3,576.13
1 - C **	11,938	4,178,352	1.417%	\$5,600.80	\$67,209.54	\$5,597.81	\$67,173.77	\$11,198.61	\$134,383.31
1 - D	1,298	259,666	0.129%	\$510.84	\$6,130.12	\$510.57	\$6,126.85	\$1,021.41	\$12,256.97
1 - E **	490	98,068	0.049%	\$192.93	\$2,315.16	\$192.83	\$2,313.93	\$385.76	\$4,629.09
Totals	1,013,629	195,886,018	100.00%	395,372.92	4,744,475.00	395,162.47	4,741,949.65	790,535.39	9,486,424.65

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.

* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale subject to certain options to purchase by UNDC under the UNDC Contract, as more particularly described in the Introduction.

** - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

*** - Units not presently being offered for sale, although Sponsor reserves the right to do so.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

633 Third Avenue Condominium
New York, New York
SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION
BASED ON ESTIMATED FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 1995 - June 30, 1996

Unit Designation	(1) Rentable Square Feet	(2) Offering Prices	(3) Percentage Interest in Common Elements	(4) Estimated Common Charges		(5) Estimated Real Estate Taxes (A)		(6) Total Estimated Real Estate Taxes and Common Charges	
				Monthly	Annually	Monthly	Annually	Monthly	Annually
Unit 2 *	42,540	7,231,774	4.071%	\$16,093.84	\$193,126.04	\$16,085.27	\$193,023.25	\$32,179.11	\$386,149.29
Unit 3 *	44,779	7,669,598	4.292%	\$16,969.94	\$203,639.23	\$16,960.90	\$203,530.83	\$33,930.84	\$407,170.06
Unit 4 *	44,779	7,727,120	4.299%	\$16,998.96	\$203,987.53	\$16,989.91	\$203,878.95	\$33,988.87	\$407,866.48
Unit 5 *	44,779	7,785,073	4.307%	\$17,028.20	\$204,338.45	\$17,019.14	\$204,229.68	\$34,047.34	\$408,568.13
Unit 6	44,779	7,843,461	4.314%	\$17,057.67	\$204,691.99	\$17,048.59	\$204,583.04	\$34,106.25	\$409,275.04
Unit 7	44,779	7,902,287	4.322%	\$17,087.35	\$205,048.19	\$17,078.25	\$204,939.05	\$34,165.60	\$409,987.25
Unit 8	41,242	7,332,645	3.987%	\$15,765.11	\$189,181.29	\$15,756.72	\$189,080.59	\$31,521.82	\$378,261.89
Unit 9	41,426	7,420,656	4.012%	\$15,863.44	\$190,361.24	\$15,854.99	\$190,259.92	\$31,718.43	\$380,621.17
Unit 10	41,349	N/A	4.012%	\$15,861.80	\$190,341.64	\$15,853.36	\$190,240.33	\$31,715.16	\$380,581.97
Unit 11	15,099	N/A	1.468%	\$5,802.23	\$69,626.75	\$5,799.14	\$69,589.69	\$11,601.37	\$139,216.45
Unit 12	17,450	N/A	1.699%	\$6,717.81	\$80,613.76	\$6,714.24	\$80,570.86	\$13,432.05	\$161,184.62
Unit 13	19,058	N/A	1.859%	\$7,349.97	\$88,199.64	\$7,346.06	\$88,152.70	\$14,696.03	\$176,352.34
Unit 14	18,958	N/A	1.853%	\$7,324.84	\$87,898.10	\$7,320.94	\$87,851.32	\$14,645.78	\$175,749.42
Unit 15	19,021	N/A	1.862%	\$7,362.47	\$88,349.67	\$7,358.55	\$88,302.64	\$14,721.03	\$176,652.30
Unit 16	19,021	N/A	1.866%	\$7,375.96	\$88,511.49	\$7,372.03	\$88,464.38	\$14,747.99	\$176,975.87
Unit 17	19,021	N/A	1.869%	\$7,389.54	\$88,674.53	\$7,385.61	\$88,627.33	\$14,775.16	\$177,301.87
Unit 18	17,961	N/A	1.768%	\$6,990.57	\$83,886.83	\$6,986.85	\$83,842.17	\$13,977.42	\$167,729.00
Unit 19	18,993	N/A	1.873%	\$7,406.15	\$88,873.75	\$7,402.20	\$88,826.44	\$14,808.35	\$177,700.19
Unit 20	18,972	N/A	1.875%	\$7,411.98	\$88,943.70	\$7,408.03	\$88,896.36	\$14,820.01	\$177,840.06

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.
 * - Represents Units designated as UNDC Option Units and are part of the initial offer for sale subject to certain options to purchase by UNDC under the UNDC Contract, as more particularly described in the Introduction.
 ** - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.
 *** - Units not presently being offered for sale, although Sponsor reserves the right to do so.
 (A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION
BASED ON ESTIMATED FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 1995 - June 30, 1996

Unit Designation	(1) Rentable Square Feet	(2) Offering Prices	(3) Percentage Interest in Common Elements	(4) Estimated Common Charges		(5) Estimated Real Estate Taxes (A)		(6) Total Estimated Real Estate Taxes and Common Charges	
				Monthly	Annually	Monthly	Annually	Monthly	Annually
Unit 21	18,972	N/A	1.878%	\$7,425.94	\$89,111.26	\$7,421.99	\$89,063.83	\$14,847.92	\$178,175.09
Unit 22	18,977	N/A	1.882%	\$7,441.68	\$89,300.14	\$7,437.72	\$89,252.61	\$14,879.40	\$178,552.75
Unit 23	18,923	N/A	1.880%	\$7,434.84	\$89,218.11	\$7,430.88	\$89,170.62	\$14,865.73	\$178,388.72
Unit 24	18,834	N/A	1.875%	\$7,414.10	\$88,969.22	\$7,410.16	\$88,921.87	\$14,824.26	\$177,891.09
Unit 25	18,750	N/A	1.870%	\$7,395.17	\$88,742.03	\$7,391.23	\$88,694.80	\$14,786.40	\$177,436.83
Unit 26	18,195	N/A	1.819%	\$7,190.16	\$86,281.98	\$7,186.34	\$86,236.05	\$14,376.50	\$172,518.03
Unit 27	18,190	N/A	1.822%	\$7,202.02	\$86,424.28	\$7,198.19	\$86,378.28	\$14,400.21	\$172,802.57
Unit 28 *	19,703	4,067,826	1.977%	\$7,816.70	\$93,800.41	\$7,812.54	\$93,750.48	\$15,629.24	\$187,550.89
Unit 29 *	19,703	4,098,334	1.981%	\$7,832.10	\$93,985.14	\$7,827.93	\$93,935.12	\$15,660.02	\$187,920.26
Unit 30 *	19,703	4,129,072	1.985%	\$7,847.61	\$94,171.26	\$7,843.43	\$94,121.14	\$15,691.03	\$188,292.40
Unit 31 *	19,703	4,160,040	1.989%	\$7,863.23	\$94,358.78	\$7,859.05	\$94,308.55	\$15,722.28	\$188,667.33
Unit 32	19,703	4,191,240	1.993%	\$7,878.98	\$94,547.70	\$7,874.78	\$94,497.37	\$15,753.76	\$189,045.08
Unit 33	19,703	4,222,675	1.997%	\$7,894.84	\$94,738.04	\$7,890.63	\$94,687.61	\$15,785.47	\$189,425.65
Unit 34	19,691	4,251,625	2.000%	\$7,905.76	\$94,869.11	\$7,901.55	\$94,818.62	\$15,807.31	\$189,687.73
Unit 35	19,703	4,286,252	2.005%	\$7,926.92	\$95,123.01	\$7,922.70	\$95,072.38	\$15,849.62	\$190,195.39
Unit 36	19,703	4,318,399	2.009%	\$7,943.14	\$95,317.67	\$7,938.91	\$95,266.93	\$15,882.05	\$190,584.60
Unit 37	19,703	4,350,787	2.013%	\$7,959.48	\$95,513.78	\$7,955.25	\$95,462.94	\$15,914.73	\$190,976.72
Unit 38	19,551	4,349,580	2.002%	\$7,914.38	\$94,972.52	\$7,910.16	\$94,921.97	\$15,824.54	\$189,894.50
Unit 39	19,703	4,416,294	2.022%	\$7,992.54	\$95,910.43	\$7,988.28	\$95,859.38	\$15,980.82	\$191,769.81
Unit 41-A	918	229,425	0.097%	\$384.23	\$4,610.80	\$384.03	\$4,608.35	\$768.26	\$9,219.15

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.
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 ** - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.
 *** - Units not presently being offered for sale, although Sponsor reserves the right to do so.
 (A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

FOOTNOTES TO SCHEDULE A

1. The rentable area of each Unit indicated on Schedule A was measured employing the "Recommended Method of Floor Measurement for Office Buildings" of the Real Estate Board of New York ("REBNY"), effective January 1, 1987. This method is different from the method of determining square footage described in and used in the Declaration and in the Floor Plans set forth in Part II of the Plan.

The following definitions and methods are used as the standard method of floor measurements in office buildings under the REBNY guidelines:

(a) Usable Area, Single Tenant Floors: The floors are measured to the outside surface of the building. The following, including the finished enclosing walls, are subtracted from such area: (i) public elevator shafts and elevator machines and their enclosing walls; (ii) public stairs and their enclosing walls; (iii) heating, ventilating, and air-conditioning facilities (including pipes, ducts and shafts) and their enclosing walls, unless such equipment, mechanical room space, or shafts serve the floor in question; (iv) fire towers and fire tower courts and their enclosing walls; and (v) main telephone equipment rooms and main electric switchgear rooms, except that telephone equipment and electric switchgear rooms serving the floor exclusively are not subtracted.

(b) Usable Area, Multiple Tenant Floors: The floors are measured in the same manner as a single tenant floor. Corridor areas, including toilets, supply room, etc. are then deducted, but the enclosing walls of such corridor are not deducted. The net usable area of space on the floor is measured by measuring each enclosing wall which is a building exterior wall to the outside surface of the exterior wall, or to the outside surface of the glass as the case may be. The demising walls are measured to the center and walls which abut corridors to the corridor side of the finished surface of the corridor wall. To determine the usable area on a multiple tenant floor, the corridor area to each space is apportioned by multiplying the corridor area by a fraction, whose numerator is the net usable area of the space and whose denominator is the total of the net usable areas of all the spaces on the floor, and the result is added to the net usable area of the space.

(c) Below-Grade Cellar and Sub-Cellar Space: To determine the usable area of below grade, cellar and sub-cellar areas, the same procedures as are appropriate for single or multiple tenant floors are used except that the following additional areas are deducted from usable area: (i) machine rooms and pump rooms and their enclosing walls; (ii) electric switchgear rooms and their enclosing walls; (iii) telephone equipment rooms and their enclosing walls; and (iv) all space devoted to servicing

the operation of the building, i.e., cleaning contractors, storage, building maintenance shop, building engineer's office, etc.

(d) Stores:

(i) The rentable area of a store is computed by measuring from the building line in the case of street frontages, and from the inside surface of the outer building walls to the finished surface of the corridor side of the corridor partition and from the center of the partitions that separate the premises from adjoining rentable area.

(ii) No deductions are made for columns and projections necessary to the building.

(iii) Rentable area of a store includes all area within the outside walls, less the following, with their enclosing walls, if serving more than one tenant: building stairs, fire towers, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts;

(iv) The following areas are included in rentable area, if such areas exclusively serve a store, together with their enclosing walls: private stairs, private elevators, toilets, air conditioning facilities, janitors' closets, slop sinks, electrical closets and telephone closets. When air conditioning facilities serve more than one tenant area, they are apportioned in the same manner as that used for single tenancy floors.

(iv) Where a store fronts on a plaza or arcade which is intended for use by the general public and is not for the exclusive use of the store tenant, its customers, etc., the area of the plaza or arcade is not included in determining the rentable area of the store.

Sponsor employed a loss factor of approximately 23% in calculating the rentable area of Units 2 through 41-A. No loss factor was used in calculating the rentable area of the Units located on the first floor, the concourse floor and the subcellar floor.

Each Unit should be inspected to determine its present layout and physical condition.

2. Sponsor reserves the right to change the price of any Unit without prior notice or amendment to the Plan except that a duly filed amendment to the Plan will be required for (a) an across the board price change affecting one or more lines of Units or Unit models, (b) a price change that is to be advertised, or (c) a price increase for an individual Purchaser.

The offering price of a Unit is negotiable and may be changed. Thus, the prices paid by Purchasers for similar Units may be different without altering the Common Interest allocated to the Units or the Common Charges with respect thereto. See "Changes in Prices or Units."

For a discussion of estimated closing costs which a Purchaser may be required to pay in connection with its purchase under the Plan, see "Closing Costs and Adjustments."

3. The percentage of Common Interest for each Unit has been determined by Sponsor as provided in Section 339-i(1)(iv) of the Real Property Law 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.

4. The percentage interest of each Unit in the Common Elements is set forth in this column of Schedule A. This percentage is multiplied by the Common Expenses for the projected first year of condominium operation as shown on Schedule B to determine the Common Charges for a Unit.

5. The estimated Common Charges are for the period from July 1, 1995 through June 30, 1996, which period is assumed to be the first year of condominium operation. This period is used only for purposes of projection and illustration. Sponsor does not warrant that condominium operation will commence on July 1, 1995. The estimated Common Charges are based upon the estimates of income and expenses set forth in Schedule B. The actual amounts of income and expenses may differ from the estimates thereof and may change in subsequent years. Due to the possibility of unforeseeable changes in the economy or increase or decrease in the amount of income and/or expenses of operation, the projections are not intended to be taken as guarantees or warranties of any kind whatsoever or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown. In fact, it may be expected, based on current trends, that the operating expenses, including fuel costs, utilities, maintenance and repairs, labor and other related expenses, will increase in the future.

In addition to the estimated Common Charges, each Unit Owner will be responsible for paying: (i) electricity consumed within or with respect to the Unit; (ii) debt service payments under any loan or loans obtained to finance the acquisition of the Unit; (iii) the cost of any services required by the Unit Owner beyond those provided by the Condominium as set forth in the By-Laws, including without limitation the cost of overtime and supplemental air-conditioning beyond that provided by the Condominium, the cost of any Work performed by or on behalf of

any Unit Owner; (iv) the cost of any insurance that the Unit Owner obtains covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal injury or property damage as a result of occurrences in the Unit in such amounts as required by the By-Laws; (v) Taxes as discussed below; and (vii) water charges and sewer rents, if a Unit is or is required to be separately metered.

6. Once the Units have been separately assessed and the Unit Owner of each Unit is billed directly for Taxes, each Unit Owner will be required to pay such Taxes directly to the collecting Governmental Authority. Until such time, the Condominium will pay all Taxes for the entire Property as a Common Expense and will allocate to and assess against each Unit an amount equal to its "Tax Share," determined as follows:

(i) If the Unit Owner has obtained an unofficial apportionment or divided interest letter from the New York City Department of Finance apportioning the Taxes for its Unit on an advisory basis until a final separate assessment is made (referred to herein as an "Apportionment Letter"), the Unit Owner's Tax Share will be determined in accordance with such Apportionment Letter. Any such Apportionment Letter represents the tax assessor's unofficial apportionment of the assessed valuation of a Unit and is non-binding upon the City of New York. No representation is made that any Unit Owner will be able to obtain an Apportionment Letter with respect to its Unit;

(ii) If a Unit does not have an Apportionment Letter, then the Unit Owner's Tax Share will be determined by multiplying an amount equal to the Taxes due for the entire Property, less an amount equal to all portions of such Taxes that are apportioned pursuant to Apportionment Letters, by a fraction, the numerator of which will be the Common Interest of such Unit and the denominator of which will be the aggregate Common Interests of all Units that are not covered by Apportionment Letters.

Until the Units are separately assessed, if any Unit Owner receives a real estate tax exemption for its Unit which is reflected in the tax bill for the Property, then from and after and so long as such real estate tax exemption is in effect and reflected in the tax bill, such Unit Owner will be entitled to an adjustment in the Tax Share allocated and assessed against its Unit and payable by it on account of its Unit, based on the amount of such real estate tax exemption, provided that such Unit Owner provides the Board with satisfactory documentation of such exemption. A Unit Owner receiving a real estate tax exemption for its Unit will have the sole right to collect and will be solely responsible for collecting any refund or rebate of Taxes to which it is entitled as a result of such exemption, and such Unit Owner will not be entitled to any adjustment in the Common Charges.

There can be no assurance that the assessor will finally apportion the Taxes to a tax lot representing a Unit on the basis of the percentage of Common Interest appurtenant to the Unit or in accordance with any Apportionment Letter. Moreover, there can be no assurance that there will not be an increase in the tax rate or the assessed valuation of a Unit or the Property as described herein on or after such apportionment or for any reason. Such an increase may increase a Unit Owner's Tax Share above the amounts estimated on Schedule A.

The Property was part of a single tax lot with the Parking Lot Parcel which was conveyed by Sponsor to the Parking Lot Owner by deed, dated May 20, 1994. Sponsor has obtained separate tax lots for the Property and the Parking Lot Parcel. Although the Property and the Parking Lot Parcel will not be separately assessed for real estate tax purposes until July 1, 1995, Sponsor has obtained an Apportionment Letter unofficially apportioning the assessed value between the Property and the Parking Lot Parcel (the "Property Apportionment Letter"). There can be no assurance that the final assessment of the Property will accord with the apportionment set forth in the Property Apportionment Letter. Per the Property Apportionment Letter, the unofficial apportionment (the "Apportionment") of the assessed value between the Parking Lot Parcel and the Property is \$1,665,000 for the Parking Lot Parcel and \$42,335,000 for the Property. Until such time as the Property and the Parking Lot Parcel are separately assessed, the Condominium will be responsible for paying all real estate taxes on the Property and the Parking Lot Parcel, and the Parking Lot Owner will be obligated to reimburse the Condominium for its allocable share based upon the Apportionment, which payment is required to be made no later than thirty (30) days prior to the date on which each installment of such real estate taxes are due. The projections assume the Property's share of real estate taxes will be allocated in accordance with the Property Apportionment Letter and that the Parking Lot Owner will abide by the terms of its arrangements with Sponsor; however, there can be no assurance thereof.

The assessed value and tax rates for the last four real estate tax years and for the 1994/1995 real estate tax year for the Property and the Parking Lot Parcel are as follows:

Year	Transition Assessed Valuation	Actual Assessed Valuation	Tax Rate
1990/91	\$64,597,000	\$82,485,000	9.924%
1991/92	\$70,537,000	\$72,000,000	10.631%
1992/93	\$73,207,000	\$59,750,000	10.698%
1993/94	\$68,477,000	\$50,350,000	10.724%
1994/95	\$61,717,000	\$44,000,000	10.380%

The projections for the budget period are based on a five percent (5%) increase in the real estate taxes payable with respect to the Property for the 1994/95 real estate tax year based on the Apportionment of \$42,335,000 for the Property.

Under present law, increases or decreases in a property's assessed value due to changes in its market value are to be phased in over 5 years in equal annual increments of 20%. Any further increase or decrease in the assessed value during such 5 year period resulting from a still higher or lower market value is to be similarly phased in over an additional 5 year period from the date of such increase or decrease. The full increased or decreased assessed value targeted to be paid at the end of 5 years is called the "actual assessed valuation" and the amount of such assessed value on which taxes are computed each year is called the "transition assessed valuation." Real estate taxes in any tax year are based on the lesser of the transition assessed valuation or the actual assessed valuation.

The special assessments under the Grand Central Business Improvement District (the "GCB Tax") assessed against the Property for the past four tax years and the 1994/95 tax year are set forth below:

<u>Tax Year</u>	<u>Amount of Tax</u>
1990/91	\$104,503.08
1991/92	\$108,987.64
1992/93	\$108,987.60
1993/94	\$113,986.08
1994/95	\$121,769.52

The GCB Tax is assessed based on the square footage of improvements to the Land and is determined annually. The projection is based on the GCB Tax for the 1994/95 real estate tax year plus an increase at the rate of 5% per annum for the budget year.

Real estate assessments are set by law on or before July 1st of each year for the fiscal year commencing July 1st by the Department of Finance of the City of New York, the assessing authority.

The projections are not guaranteed. The Taxes for future years will vary in accordance with the tax rate and the Property's assessed valuation.

There are no tax certiorari proceedings pending to protest the 1994/95 assessment. Sponsor reserves the right and is authorized to institute and continue tax certiorari proceedings with respect to the Property and to litigate or settle same in its sole discretion whether on or before the Closing Date or

thereafter, with respect to a real estate tax year through and including the year in which the Closing Date occurs and with respect to a Unit prior to the closing of the sale of that Unit. However, Sponsor shall have no obligation to the Board or any Unit Owner or Purchaser to institute or continue any such proceedings. Any refund obtained for real estate tax years prior to the Closing Date shall belong solely to Sponsor. Any refund obtained for the real estate tax year in which the Closing Date occurs shall be adjusted as of the Closing Date by Sponsor and each Unit Owner in proportion to the Common Interest appurtenant to such Unit Owner's Unit on the basis of the portion of the real estate tax year affected by such proceeding that each will have held title to the Unit. If Taxes are reduced, the cost of all such proceedings will also be apportioned in the same manner. Each Unit Owner will deliver to Sponsor, upon demand, receipted bills and canceled checks used in payment of such taxes and will execute any and all consents and other documents and do any other act or thing necessary for the collection of such refund by Sponsor. Each Unit Owner shall be responsible, at its sole cost and expense, to review the real estate tax assessment of its Unit and to take any steps necessary to review and/or challenge such assessments for the real estate tax years subsequent to the real estate tax year in which the closing of the sale of the Unit occurs.

7. This column estimates the total of Common Charges plus the estimated Taxes payable by each Unit.

8. Certain of the Units are occupied by tenants under Existing Leases. For a description of these Units and further details see the Section of the Plan entitled "Existing Leases."

9. The UNDC Option Units (Units SC-1, SC-2, SC-3, C-1, C-3, C-4, C-6, C-7, 2, 3, 4, the Unit 5 Option Space and Units 28 through 31 inclusive) are presently offered for sale hereunder, but are subject to certain options to purchase by UNDC under the UNDC Contract. UNDC's options to purchase the UNDC Option Units under the UNDC Contract expire on February 15, 1995; however, Sponsor reserves the right to extend the time period in which UNDC has the right to exercise said options. No purchaser who enters into a Purchase Agreement for a UNDC Option Unit will have any right to purchase such Unit unless and until UNDC fails to exercise its option with respect thereto.

SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
JULY, 1 1995-JUNE 30, 1996

Projected Income:

(1) Annual Common Charges \$4,744,475

Projected Expenses:

(2) Electric \$975,063
(3) Steam 527,609
(4) Water Charges and Sewer Rent 95,405
(5) Cleaning 451,350
(6) Elevators 244,186
(7) Repairs and Maintenance 226,954
(8) Supplies 57,814
(9) Metal Maintenance 28,429
(10) Painting 8,304
(11) Rubbish Removal 5,479
(12) Payroll Wages and Benefits 1,500,885
(13) Video Security Maintenance 10,282
(14) Miscellaneous Operating Expenses 106,843
(15) Insurance 214,098
(16) Management Fees 204,000
(17) Legal & Accounting 20,400
(18) Miscellaneous Administrative Expense 20,400
(19) Contingency 46,975
Total Projected Expenses \$4,744,475

NOTES TO SCHEDULE B

(1) ANNUAL COMMON CHARGES

This figure represents the total annual Common Charges to be collected during the first year of condominium operation based upon the estimated total of Common Expenses for the Property. It assumes the first year of condominium operation will be from July 1, 1995 through June 30, 1996. The actual first year of condominium operation may be earlier or later than that twelve month period.

(2) ELECTRIC

Electricity is purchased from Consolidated Edison. There are two "master" meters, numbered 4149467 and 4149579, that measure electric consumption in the common areas of the Building in kilowatts and one meter, numbered 3764347, which measures demand for the common areas.

These meters measure the consumption and demand for the building mechanical systems, air conditioning units, elevators, stairwells and common area lighting.

The average monthly consumption for 1992, 1993 and the first 5 months of 1994 for the common areas was 518,836 kilowatt hours, 518,400 kilowatt hours and 498,270 kilowatt hours, respectively. From January 1992 through May of 1994, the average monthly demand for electricity in the common areas was 1,713 kilowatts.

The budget projection for electrical use in the common areas is based on the following:

(i) The electric cost budgeted for the last six months of 1995 is projected to be \$477,972, based on: (x) estimated monthly consumption of 550,000 kilowatt hours at \$0.07 per kilowatt hour (the 1994 rate, plus a provision for a 10% increase in such rate), which would yield a monthly cost of \$38,500, plus (y) an estimated monthly demand of 1,871 kilowatt hours, at \$22.00 per kilowatt hour (the current rate, plus provision for a 10% increase in such rate), which would yield a monthly cost of \$41,162; and

(ii) The electric cost budgeted for the first six months of 1996 is projected to be \$497,091, based on: (x) estimated monthly consumption remaining at 550,000 kilowatt hours at \$.0728 per kilowatt hour (the projected 1995 rate, plus a provision for a 4% increase in such rate), which would yield a monthly cost of consumption of \$40,040, plus (y) estimated monthly demand remaining at 1,871 kilowatt hours, at \$22.88 per kilowatt hour (the projected 1995 rate, plus provision for a 4% increase in such rate), which would yield a monthly cost of \$42,808.

Electrical consumption in the Units, unless the Units are separately metered for electricity, are to be paid by the Condominium in the first instance and then billed by the Condominium separately to each Unit Owner as provided in the By-Laws of the Condominium. Hence, the estimate set forth in Schedule B does not cover the electrical consumption in the Units.

It is impossible to pinpoint the exact figure for electricity for the period covered by Schedule B. The figure shown is, as are all figures shown in this budget, no more than an estimate.

(3) STEAM

The building uses steam purchased from Consolidated Edison to generate chilled and domestic hot water as well as hot water for heating.

The projection for steam costs during the first year of operation is based upon historical costs for 1991, 1992, 1993. The historical costs are \$380,956 in 1991, \$453,393 in 1992 and \$457,113 in 1993.

The budget projection for steam costs is estimated as follows:

(i) The steam costs at the Property budgeted for the last six months of 1995 are projected to be \$258,632, based on (i) the 1994 estimate of \$492,632 (an 8% increase over 1993) provided to Sponsor by the Managing Agent; plus an additional 5% increase in 1995 to \$517,264; and

(ii) The steam costs at the Property for the first six months of 1996 are projected to be \$268,977 based on a 4% increase over the 1995 projection.

It is not possible to predict whether the budget estimate will reflect the actual cost to be incurred during the period covered by Schedule B, which cost will vary with the level of consumption and the rates charged for such consumption. Consumption will be affected by the severity of the weather and by conservation measures (such as staggering hours of heating and air conditioning, lowering the temperature of hot water, etc.), if any, adopted by the Board. It is likely that the price of steam will increase, although it is not possible to forecast with certainty the actual amount of such increase. It is believed that the projected figures should be sufficient to cover any reasonable increase in the price of steam resulting from the foregoing during the period covered by Schedule B.

(4) WATER CHARGES AND SEWER RENTS

Water charges and sewer rents are billed by The City of New York subject to water meters in the building. Water and sewer charges are based on 100 cubic feet ("ccf") of consumption.

Water and sewer consumption for the Property for the period from 1991 through February 1994 averaged 31,680 ccfs per year. Water consumption in 1993, based on a building occupancy of approximately 35%, totalled approximately 31,100 ccfs. These historical amounts include water consumed to heat the Property, which consumption was not greatly reduced by the less than 100% occupancy rate.

The projected water and sewer costs for the first budget year have been calculated as follows:

(i) For the last six months of 1995, it is projected that water and sewer consumption will cost \$46,750. The water and sewer consumption for the Property for 1995, adjusted to reflect 100% occupancy, is projected to be 34,000 ccfs at a projected consumption and a projected charge per ccf for both water and sewer of \$2.75 per ccf (the charge of \$2.62 per ccf for the 1994/1995 fiscal year, plus provision for a 5% increase in said charge); and

(ii) For the first six months of 1996, it is projected that water and sewer consumption will cost \$48,638. The water and sewer consumption for the Property for 1996 is projected to remain the same as 1995 at a projected charge per ccf for both water and sewer of \$2.86 per ccf (the projected 1995 charge of \$2.75 per ccf, plus provision for a 4% increase in said charge).

(5) CLEANING

Collins Building Services ("Collins"), 1540 Broadway, New York, N.Y., currently serves as a cleaning consultant with respect to the Building and supervises the cleaning staff. For this service, which it provides on a month to month basis, Collins currently receives a fee equal to 4.5% of the total cleaning payroll plus 10% of the cost of supplies, uniforms, lighting maintenance and pest control. For the 1995 budget year, it is anticipated that the cleaning staff will consist of two day Porters and three night Porters who will service the Common Elements five days per week and two window washers who will clean the interior and exterior window surfaces of the Building. Each Lobby Unit Owner shall be responsible for cleaning the exterior window of its Unit, at its sole cost and expense. Each Unit Owner shall be responsible, at its sole cost and expense, for cleaning the interior of all windows bounding its Unit.

The cost of cleaning the Common Elements, excluding the consultant and supervision fees to be paid to Collins, is projected to be \$252,568 for labor, \$15,810 for supplies and equipment and \$1,122 for uniforms. The window washing expenses are projected to be \$95,018 for labor, \$5,952 for supplies and equipment and \$425 for uniforms. In addition, based on information received from Collins, the 1995 cost of lighting maintenance and pest control is projected to be \$10,059. It is also anticipated that there will be a cost of \$20,811 for snow removal and miscellaneous cleaning work as well as \$30,600 for window washing rig maintenance per year.

The above labor expenses for the porters and window cleaners are based on (i) the scheduled 1995 contract rates with Locals 32B/J and Local 94, respectively, for the last six months of 1995 and (ii) the 1995 contract rates, plus a provision for a 4% increase for the first six months of 1996.

Projected wages for the period covered by Schedule B for the cleaning staff based on the aforesaid contract rates, including provision for overtime, are as follows:

	<u>Projected 1995/1996 Wages</u>
Porters	\$198,468.78
Window Cleaners	\$ <u>71,366.38</u>
	\$269,835.17

Estimated annual payroll taxes, insurance (excluding workers compensation, the cost of which is included in the insurance section of this budget) and other benefits to be paid on such wages for the period covered by Schedule B are as follows:

	<u>Porters</u>	<u>Window Cleaners</u>
FICA	\$15,182.86	\$ 5,459.53
Unemployment Insurance	2,177.70	871.08
Disability Insurance	631.18	252.47
Annuity Fund	1,856.40	0.00
Health Fund	28,512.26	11,404.91
Legal Fund	928.20	0.00
Pension Fund	4,487.18	5,663.61
Training Fund	<u>323.75</u>	<u>0.00</u>
	\$54,099.54	\$23,651.60

The foregoing projection assumes that the annual payroll taxes, insurance (excluding worker's compensation, the cost of which is included in the insurance section of this budget) and other benefits to be paid on such wages will increase in 1996 by 4% over the 1995 level.

Employer FICA contributions are based upon a rate of 7.65% of gross wages.

Unemployment insurance is based on 6.10% of the first \$7,000 of annual earnings per employee.

Disability insurance is based on 0.70% of \$17,680 per employee per year.

The cleaning cost projection includes a provision for consultant and supervision fees payable to Collins in the amount of \$18,978.72. This amount is based on the above projections for total wages and benefits (\$347,586.30) and total supplies, uniforms, lighting maintenance and pest control (\$33,373).

The projection for the window washing rig maintenance is budgeted at \$30,000.

The percentage and methods of computation shown above are currently in effect with regard to the Building but may vary because of changes in the experience rating for the Building or negotiation of additional or other benefits or for other reasons.

The estimated amount of payroll taxes, insurance and other benefits, when added to wages and to the estimate of Collins' fee, will be approximately equal the sum shown in the budget for cleaning expense. The budget estimate for the labor portion of the cleaning expense does not violate the New York State or federal minimum wage laws.

(6) ELEVATORS

Pursuant to a contract that expires on May 8, 1995, Millar Elevator Industries, 620 Twelfth Avenue, New York, N.Y. 10036, maintains and repairs the passenger elevators at the Property. The base fee in 1992 for the elevator service contract was \$15,500 per month. The contract provides for certain price discounts, based on vacancy rates, and certain price escalations, based on increases in the servicer's labor costs. The average monthly cost of the elevator contract for February, 1994 and May, 1994, including sales tax, was \$15,721.

Elevator expenses for the period from July 1, 1995 through June 30, 1996 are projected to be \$244,186 and have been calculated as follows:

(i) For the period from July 1, 1995 through December 31, 1995 the elevator contract amount is projected to be \$104,699. The budget amount for 1995 is \$17,450 per month, including sales tax of 8.25%. This amount assumes an annual increase in the base service fee of 4% per year and a 100% occupancy rate for the Building;

(ii) For the period from January 1, 1996 through June 30, 1996 the elevator contract amount is \$108,887. The budget amount for 1996 is projected to be \$18,148 per month, including sales tax of 8.25%. This amount assumes an increase over the 1995 fee of 4%; and

(iii) An additional \$30,600.00 has been allocated for holiday coverage and maintenance during the projected budget year.

(7) REPAIRS AND MAINTENANCE

The budget figures for the projected budget year provide for (i) an increase of approximately 8% over the amounts estimated for repairs and maintenance in the 1994 budget for the Property provided to Sponsor by the Managing Agent (except for the excluded items discussed below); (ii) plus an additional \$75,423 in miscellaneous expenses. All non-recurring items from the estimated 1994 budget, as well as costs pertaining to areas that are not Common Elements under this Plan, have been excluded from the budgeted amount. The budgeted amount is comprised of the following projected items:

	<u>1995</u>	<u>1996</u>	<u>95/96</u>
HVAC	48,672	50,619	49,645
Electrical	19,240	20,010	19,625
Plumbing	9,360	9,734	9,547
Sprinkler & Fire Alarm	39,728	41,317	40,523
Local Laws	1,560	1,622	1,591
Miscellaneous	<u>103,944</u>	<u>108,102</u>	<u>106,023</u>
Total	222,504	231,404	226,954

The budgeted amount does not include repairs, painting, maintenance or supplies that may be expended with respect to each Unit, the cost of which is the responsibility of the individual Unit Owners. The estimate includes only the costs associated with the repair and maintenance of the Common Elements; it does not include a provision for capital repairs or replacements.

(8) SUPPLIES

The expense figure projected for the first budget year assumes an increase of approximately 6% over the corresponding item contained in the 1994 estimated budget provided to Sponsor by the Managing Agent, which estimate was based in large part on the actual expenditures for 1993. Any non-recurring items as well as items that are attributable to areas that are not Common Elements under this Plan have not been included as part of the budgeted amount.

The projected budgeted amount does not include supplies that will be expended with respect to each Unit, the cost of which is

the responsibility of the individual Unit Owners. The estimate includes only the costs associated with the supplies for the Common Elements.

(9) METAL MAINTENANCE

REMCO Maintenance Corporation, 430 West 37th Street, New York, N.Y., currently provides metal maintenance at the Property on a month to month basis at a monthly cost as of June, 1994 of approximately \$1,200, including sales tax, or \$14,400 per annum.

The projected metal maintenance costs for the first budget year have been calculated as follows:

(i) The projected expense for the last six months of 1995 is \$15,392, which includes a provision for vandalism repairs in the amount of \$12,480, and which represents a 4% increase over the amount contained in the 1994 estimated budget for the Property provided to Sponsor by the Managing Agent. The amount utilized in the budget is the last six months of 1995 or \$13,936; and

(ii) The projected expense for the first six months of 1996 is \$16,008, which includes a provision for vandalism repairs in the amount of \$12,979, and which represents a 4% increase over the amount contained in the 1995 projected expense. The amount utilized in the budget is the first six months of 1996 or \$14,493.

(10) PAINTING

The budget figure for this item is based on historical painting costs attributable to the Common Elements of the Property. Such historical costs have been increased at an annual rate of 4% to arrive at the cost for the first budget year. In 1996, it has been budgeted that the cost of restraining the elevator cabs will cost \$6,000, one-half of which cost, or \$3,000, is reflected in the projected first year budget.

(11) RUBBISH REMOVAL

Alpine Waste Corporation, 55 Pearl Street, Brooklyn, N.Y., currently supplies the rubbish removal services at the Property on a month to month basis at a monthly cost of approximately \$8,606, including sales tax. It is estimated that less than 5% of such cost is attributable to the servicing of areas that are Common Elements under the Plan.

The projected budgeted amount for the first year budget of \$5,479 including sales tax represents an annual increase of approximately 6% above the 1994 estimated costs attributable to the common areas.

The budgeted amount does not include the cost of rubbish removal for the Units, the cost of which is the responsibility of the individual Unit Owners. The estimate includes only the costs associated with the rubbish removal from the Common Elements.

(12) PAYROLL WAGES AND BENEFITS

The Building Staff for the first year of condominium operation will consist of: (i) one Building Manager and one secretary, each non-union; (ii) security staff consisting of twelve full time guards to cover the various shifts and one part-time guard for summer replacement, with all such employees expected to be members of Local 32B/J; (iii) the freight elevator staff consisting of five full time freight operators to cover the various shifts and one part time freight operator for summer replacement, with all employees being members of Local 32B/J; and (iv) the engineering staff consisting of one Chief Engineer, one Assistant Chief Engineer, two Engineers, five Helpers, to cover the various shifts and one part time summer Helper, with all such employees expected to be members of Local 94.

The security staff and engineering staff are budgeted to provide the Building with 24 hours per day, 7 days a week service.

The following are the projected labor expenses for the first budget year for the building staff complement, including wages, payroll taxes, benefits and, for all projected union personnel, a provision for overtime:

<u>Position</u>	<u>Employees</u>	<u>Projected 1995/1996 Labor Expense</u>
Building Manager	1	\$95,098
Secretary	1	\$31,863
Security Staff	13	\$478,954
Freight Operators	6	\$227,011
Engineering	<u>10</u>	<u>\$667,958</u>
Total	31	\$1,509,884

The expenses shown for the non-union personnel (building manager and secretary) are based on: (i) six months at the 1995 rates utilizing a projected 5% increase over the 1994 wages currently being paid and (ii) six months at the 1996 rates utilizing a projected 4% increase over the 1995 wages. The expenses shown for the local 32B/J staff (security and freight elevator staff) are based on: (i) the union contract rates scheduled for the six months of 1995 and (ii) an increase in the 1995 contract rates of 4% for the first six months of 1996. The expenses for the Local 94 employees (engineering staff) are based on: (i) six months at the 1995 rate which includes a provision for a 4% increase in the 1994 union contract rates and (ii) six months

at the 1996 rate, which represents a 4% increase over the projected 1995 rate.

The current contract with Local 94 expires on December 31, 1994. No representation is made as to the wage rates that will be in effect upon the expiration of the Local 94 contract.

The above estimate of expenses includes provision for ten (10) days sick pay, two (2) weeks vacation pay, eleven paid holidays, one paid health center visit day and a paid holiday for the employee's birthday.

Projected wages for the period covered by Schedule B for the building staff, based on the above described contracts and projections, are as follows:

Projected Wages

Building Manager	\$72,433
Secretary	29,077
Security Staff	357,631
Freight Operators	174,205
Engineering	<u>489,337</u>

\$1,122,683

Estimated annual payroll taxes, insurance (excluding workers compensation, the cost of which is included in the insurance section of this budget) and other benefits to be paid on such wages to the projected building staff, are as follows:

	Security	Freight	Engineering	Building Manager	Secretary
FICA	\$27,358	\$13,327	\$37,434	\$5,341	\$2,183
Unemployment Insurance	5,662	2,613	4,355	436	436
Disability Insurance	1,641	758	1,263	126	126
Annuity Fund	4,455	1,856	41,271	3,945	0
Health Fund	68,432	28,513	38,609	3,691	0
Legal Fund	2,228	928	0	0	0
Sick	0	0	12,236	0	0
Pension Fund	10,769	4,487	35,502	3,396	0
Training and Safety Fund	777	323	3,107	0	0

Benefits on bonus included in wages	0	0	4,844	253	41
Single Plan Aetna	0	0	0	4,080	0
401(K) Plan	0	0	0	1,396	0
	<u>\$121,323</u>	<u>\$52,806</u>	<u>\$178,621</u>	<u>\$22,664</u>	<u>\$2,786</u>

Employer FICA contributions are based upon a rate of 7.65% of gross wages.

Unemployment insurance is based on 6.10% of the first \$7,000 of annual earnings per employee.

Disability insurance is based on 0.70% of \$17,680 per employee per year.

The percentages and methods of computation shown above are currently in effect with regard to the Building but may vary because of changes in the experience rating for the Building or negotiation of additional or other benefits or for other reasons.

The estimated amount of payroll taxes, insurance and any other benefits for the projected building staff, when added to the projected wages for staff, will approximately equal the sum shown in the budget for labor expense. The budget estimate for labor expense does not violate the New York State or federal minimum wage laws.

(13) VIDEO SECURITY MAINTENANCE

Pursuant to a contract which expired July 31, 1994 (the "Video Contract"), Video Insights Maintenance Services, 9015 Fifth Avenue, Brooklyn, N.Y., ("VMI") provided maintenance to the television security monitors at an annual cost of \$1,692, including sales tax. The Managing Agent has reported to Sponsor that VMI has provided services to the Property which are outside the scope of the Video Contract and, as a result, the actual monthly charges for video security maintenance have sometimes been higher than the contract price. VMI is currently providing these services on a month to month basis. The 1994 estimate provided to Sponsor by Managing Agent is \$2,400.

The annual cost projected for video security maintenance for the first budget year represents an increase of approximately 133% over the amounts estimated for video security maintenance for the 1994 calendar year. The increased amount reflects an increase in the security equipment to be provided and used at the Property. In addition, general repairs budgeted for 1995 and 1996 are \$2,080 and \$2,163, respectively, representing a 4% annual increase over the

1994 estimate. For the period covered by the Schedule B the projected costs for general repairs is \$2,122. This budget category represents the general repair of the television equipment.

(14) MISCELLANEOUS OPERATING EXPENSES

This item includes \$56,843 for miscellaneous costs such as water treatment, laundry and uniform cleaning, municipal permits and inspections, building management telephone expenses, office supplies and plant maintenance, which represents an annual increase of approximately 8% over the amount estimated for miscellaneous operating expenses in the 1994 budget provided to Sponsor by the Managing Agent. This item also includes \$50,000 to cover the estimated costs which may be incurred by the Board of Managers for the review of some but not all of the plans and specifications of Unit Owners for repairs and alterations to their Units.

Plant maintenance is currently provided by Floraculture, 521 West 26th Street, New York, N.Y. on a month to month term at a monthly cost as of June, 1994 of approximately \$844.35. Included in the figure shown above is the cost for the plant maintenance contract with Floraculture. The annual cost for plant maintenance for the first budget year is \$11,245 which represents an annual increase of approximately 6% over the amount estimated for plant maintenance in the 1994 budget supplied to Sponsor by the Managing Agent.

The Board of Managers may hire experts to review the plans and specifications for any Work by any Unit Owner pursuant to the Declaration and the By-Laws which materially affects any of the Common Elements, and, except as set forth in the next sentence, such Unit Owner will be required to pay the reasonable cost thereof. Notwithstanding the foregoing, such costs will be treated as a Common Expense to be borne by all Unit Owners if incurred by the Board of Managers in connection with the review of the plans and specifications for: (i) Work performed by the first Unit Owner of a Unit in connection with the initial build-out of its Unit; or (ii) any Work performed by the Declarant. The review procedures described above are for the most part optional because consent of the Board of Managers is generally not required for Work performed by the Declarant and only required in certain limited instances with respect to Work performed by other Unit Owners. See the Section of the Plan entitled "Rights and Obligations of Unit Owners".

(15) INSURANCE

The following estimates for the cost of insurance are, in part, based upon existing coverage for the Property. These estimates are based upon coverages suggested and premiums estimated by Industrial Risk Insurers ("IRI"). Based on the inspection of

the Property by IRI, MLW Services, Inc., 100 William Street, New York, New York ("Insurance Consultant") has rated the property and supplied the following annual premiums available for the Property. Although the projection is considered to be reasonable, there can be no guarantee that the estimated premiums will not escalate or that such coverages will continue to be available. The estimate is based upon the following coverages:

	Coverage <u>Limit</u>	Deductible <u>(if any)</u>	Estimated <u>Premium</u>
I.A. Property Coverage - All risk/agreed amount/replacement cost			
Building	\$150,000,000	\$5,000	\$49,819
Rental Income	\$17,000,000		included
Earthquake	\$100,000,000	\$25,000	included
Flood	\$50,000,000	\$25,000	included
Boiler & Machinery	included in Building	included in Building	included
I.B. Comprehensive General Liability			
General Aggregate	\$3,000,000		\$52,969
Products & Completed Operations: - Aggregate	included in \$3,000,000		included
- Each Occurrence	\$1,000,000		included
Personal & Advertising Injury	\$1,000,000		included
Hired & Non-owned Automobile	\$1,000,000		included
Fire Damage	\$100,000		included
Medical Expense	\$10,000		included
Employee Benefits Liability, Claims Made Form	\$1,000,000	\$1,000	included
II. Directors & Officers Liability Aggregate	\$1,000,000		\$1,250

Directors & Officers Liability Each Occurrence	\$1,000,000	\$1,000 deductible and 1% contribution clause	included in \$1,250
III. Crime			
Blanket Employees Dishonesty	\$450,000	\$1,000	\$1,250
Depositors Forgery	\$450,000	\$1,000	included in \$1,250
IV. Worker's Compensation 100/500/100,000 Employer's Liability	Statutory		\$56,300
V. NY Disability Benefits	Statutory		\$720
VI. Umbrella Liability	\$50,000,000	\$10,000 Self Insured Retention	\$47,592

Sponsor, at the sole cost and expense of the Condominium, will cause to be delivered to the Condominium, on the Closing Date, policies providing the insurance described above, to the extent then commercially obtainable, or binders therefor, and such policies and binders may contain any deductibles which are then customary. If the Condominium does not have sufficient funds available on the Closing Date with which to pay any premiums then due on such policies, then Sponsor will advance such insufficiency, and the amount which is advanced by Sponsor shall be adjusted between Sponsor and the Condominium as provided in the "Closing Costs and Adjustments" Section of the Plan.

The suggested all risk coverage set forth above is based upon an agreed amount clause which avoids any issue of coinsurance in the event of a partial loss. In the opinion of the Insurance Consultant, the all risk coverage in the amount set forth above is presently sufficient to rebuild the Building should it be totally destroyed by fire. However, because of the difficulty of estimating replacement costs and because of escalating construction costs, there can be no warranty that the suggested coverages will yield sufficient proceeds to replace the Building or any portion thereof in the event of a total or partial loss.

The fire, casualty, and liability insurance to be obtained by Sponsor as described above shall provide, to the extent such provisions are obtainable at reasonable rates, that each Unit Owner is an additional insured in their capacity as such, that there will be no cancellation without 30 days' written notice to the Board and

the Unit Owners, that subrogation against each Unit Owner is waived, and that the insurance will not be prejudiced by any acts or omissions of Unit Owners who are not under the control of the Condominium or Board.

Each Unit Owner shall be required to maintain certain other insurance more particularly described in the Section of the Plan entitled "Rights and Obligations of Board of Managers/Summary of By-Laws".

(16) MANAGEMENT FEE

The Managing Agent's fee is fixed by the proposed management agreement to be entered into by the Condominium on or before the Closing Date, for the term of such agreement. See "Management Agreement, Contracts and Leases" for a summary of the provisions of the management agreement. The Managing Agent's fee is comparable to the prevailing cost of similar services.

The Managing Agent may also receive additional compensation from the Condominium for the following: (i) commissions to the extent agreed to by the Board for reselling or leasing Units; and (ii) fees for services in connection with supervision of alterations or capital improvements to the Building outside the scope of ordinary repairs. See "Management Agreement, Contracts and Leases."

(17) LEGAL AND ACCOUNTING

This figure includes the estimated costs of (i) accounting services for the preparation of the annual tax return and financial statement of the Condominium and (ii) legal services for the Condominium.

(18) MISCELLANEOUS ADMINISTRATIVE

This item relates to certain office supplies, petty cash and any unforeseen costs that may arise during condominium operation.

(19) CONTINGENCY

A contingency fund has been established in the amount of 1% of all operating expenses associated with the Common Elements of the Property. The contingency fund is intended to provide for (i) unanticipated operating expenses, (ii) unanticipated increases in the projected expenses and (iii) such other purposes as the Board may determine. The contingency fund is not intended as a reserve for capital expenditures; however, the Board may utilize it for such purposes. A reserve for capital expenditures is a method of budgeting for capital repairs for improvements which the Condominium may from time to time determine should be made to the Property. Schedule B does not provide for a reserve for-capital

expenditures, and the contingency fund may not be sufficient to pay for major capital repairs or replacement items which may be needed within the first 5 years of operation of the Condominium.

GENERAL

Sponsor has reserved the right to modify, renew and replace existing service, maintenance, employment, concessionaire and other agreements and insurance policies and to enter into new agreements and policies that will be binding on the Board on behalf of the individual Unit Owners, on the Closing Date, provided that any material increase in the estimated Common Charges resulting therefrom will be disclosed in a duly filed amendment to the Plan.

If the anticipated closing date under the Plan is six (6) months or more after the projected date of the budget year for this Schedule B, then the Plan shall be amended to include a revised budget disclosing current projections. If the aggregate amount of Common Charges disclosed in such amended Schedule B exceeds by 25% or more the aggregate amount of Common Charges set forth in Schedule B as theretofore from time to time amended, then Sponsor shall offer all Purchasers the right for a period of at least fifteen (15) days from the date of presentation of such amendment to rescind their offer to purchase whether or not Sponsor offers to guarantee the previous budget projections. Sponsor shall promptly return to a Purchaser, who exercises any such right to rescind, his deposit under his Purchase Agreement.

IN THE OPINION OF SPONSOR, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED COMMON EXPENSES FOR THE FIRST FISCAL YEAR OF CONDOMINIUM OPERATION COMMENCING JANUARY 1, 1995. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL RENT (COMMON CHARGES) OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE, AND IT IS LIKELY THAT THE ACTUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE WILL VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE.

IMOWITZ KOENIG & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Statement of Operations before
Depreciation, Receiver Fees, Foreclosure Expense,
and Direct Tenant Expenses
For the Six Months Ended June 30, 1994

IMOWITZ KOENIG & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

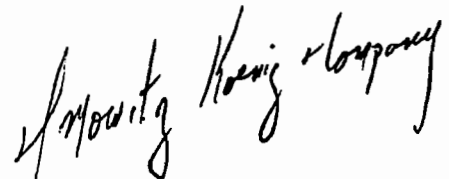
To The Travelers Insurance Company
For the Property Known as 633 Third Avenue
New York, New York

We have audited the accompanying statement of operations before depreciation, receiver fees, foreclosure expense and direct tenant expenses for the property known as 633 Third Avenue, New York, New York for the six months ended June 30, 1994. This statement is the responsibility of the property's management. Our responsibility is to express an opinion on the financial statement based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of operations before depreciation, receiver fees, foreclosure expense and direct tenant expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

This statement was prepared for use in the condominium offering plan and excludes certain expenses of the property noted above.

In our opinion the statement of operations before depreciation, receiver fees, foreclosure expense and direct tenant expenses referred to above present fairly, in all material respects, the results of operations of the property known as 633 Third Avenue, New York, New York for the six months ended June 30, 1994 in conformity with generally accepted accounting principles as described in Note 2.



Certified Public Accountants

New York, New York
July 18, 1994

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Statement of Operations before
Depreciation, Receiver Fees, Foreclosure Expense
and Direct Tenant Expenses
For the Six Months Ended June 30, 1994

INCOME

Rental	\$ 7,060,667
Labor and Expense Escalations	730,897
Real Estate Tax Escalations	581,887
Tenant Services—Net	114,358
Interest Income	62,649
Miscellaneous Income	71,906
	<hr/>
<u>TOTAL INCOME</u>	<u>8,622,364</u>

EXPENSES

Electricity—Common	337,849
Electricity—Tenant	196,675
Steam	255,757
Water and Sewer	65,686
Cleaning	531,244
Elevator	86,511
Repairs and Maintenance	109,922
Supplies	12,607
Metal Maintenance	14,906
Painting	4,788
Rubbish Removal	52,339
Labor, Taxes and Benefits	570,891
Miscellaneous Operating Expenses	61,234
Insurance	86,537
Management Fees	126,447
Legal, Accounting and Professional Fees	39,252
Real Estate Taxes	2,756,760
	<hr/>
<u>TOTAL EXPENSES</u>	<u>5,309,405</u>

INCOME BEFORE DEPRECIATION,
RECEIVER FEES, FORECLOSURE EXPENSE
AND DIRECT TENANT EXPENSES

\$ 3,312,959

See Accountants' Report and Notes
to Statement of Operations.

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Notes to Statement of Operations
June 30, 1994

Note 1 - ORGANIZATION

The property is located at 633 Third Avenue, New York, New York. It is the intent to convert this property to a condominium. In January 1992, the mortgagee commenced an action against the owners of the property to foreclose its mortgage, alleging a default on the January installment of principal and interest. A receiver was appointed by the Court to collect the rents and manage the property. Effective February 1, 1992 Sandhurst Associates, Ltd. was appointed managing agent by the Receiver. Effective April 1, 1994, the receivership was terminated and The Travelers Insurance Company became the owner of the property with Sandhurst Associates remaining managing agent.

Note 2 - BASIS OF PRESENTATION

The statement of operations does not reflect depreciation, receiver fees, foreclosure expense and direct tenant expenses which are expenses that will not affect the operating results upon conversion to a condominium. Direct tenant expenses consist of costs associated directly with a specific tenant's space, and are reimbursed by the tenant to the property.

IMOWITZ KOENIG & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Statement of Operations before
Amortization, Interest Expense, Receiver Fees
and Direct Tenant Expenses
For the Year Ended December 31, 1993

IMOWITZ KOENIG & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

To The Travelers Insurance Company
For the Property Known as 633 Third Avenue
New York, New York

We have audited the accompanying statement of operations before amortization, interest expense, receiver fees and direct tenant expenses for the property known as 633 Third Avenue, New York, New York for the year ended December 31, 1993. This statement is the responsibility of the property's management. Our responsibility is to express an opinion on the financial statement based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of operations before amortization, interest expense, receiver fees and direct tenant expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

This statement was prepared for use in the condominium offering plan and excludes certain expenses of the property noted above.

In our opinion the statement of operations before amortization, interest expense, receiver fees and direct tenant expenses referred to above present fairly, in all material respects, the results of operations of the property known as 633 Third Avenue, New York, New York for the year ended December 31, 1993 in conformity with generally accepted accounting principles as described in Note 2.



Certified Public Accountants

New York, New York
June 22, 1994

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Statement of Operations before
Amortization, Interest Expense, Receiver Fees
and Direct Tenant Expenses
For the Year Ended December 31, 1993

INCOME

Rental	\$ 14,305,971
Labor and Expense Escalations	1,608,804
Real Estate Tax Escalations	1,350,846
Tenant Services—Net	105,228
Interest Income	309,890
Miscellaneous Income	161,902
<u>TOTAL INCOME</u>	<u>17,842,641</u>

EXPENSES

Electricity—Common	901,394
Electricity—Tenant	381,365
Steam	449,725
Water and Sewer	63,806
Cleaning	1,153,645
Elevator	193,943
Repairs and Maintenance	187,346
Supplies	38,259
Metal Maintenance	17,407
Painting	42,082
Rubbish Removal	132,157
Labor, Taxes and Benefits	1,153,908
Miscellaneous Operating Expenses	149,093
Insurance	198,616
Management Fees	284,989
Legal, Accounting and Professional Fees	188,032
Real Estate Taxes	6,007,282
<u>TOTAL EXPENSES</u>	<u>11,543,049</u>

INCOME BEFORE AMORTIZATION,
INTEREST EXPENSE, RECEIVER FEES
AND DIRECT TENANT EXPENSES

\$ 6,299,592

See Accountants' Report and Notes
to Statement of Operations.

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Notes to Statement of Operations
December 31, 1993

Note 1 - ORGANIZATION

The property is located at 633 Third Avenue, New York, New York. It is the intent to convert this property to a condominium. In January 1992, the mortgagee commenced an action against the owners of the property to foreclose its mortgage, alleging a default on the January installment of principal and interest. A receiver was appointed by the Court to collect the rents and manage the property. Effective February 1, 1992 Sandhurst Associates, Ltd. was appointed managing agent by the Receiver.

Note 2 - BASIS OF PRESENTATION

The statement of operations does not reflect interest expense, amortization, receiver fees and direct tenant expenses which are expenses that will not affect the operating results upon conversion to a condominium. Direct tenant expenses consist of costs associated directly with a specific tenant's space, which costs are reimbursed by the tenant to the property.

IMOWITZ KOENIG & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Statement of Operations before
Amortization, Interest Expense, Receiver Fees
and Direct Tenant Expenses
For the Eleven Month Period Ended December 31, 1992

IMOWITZ KOENIG & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

To The Travelers Insurance Company
 For the Property Known as 633 Third Avenue
 New York, New York

We have audited the accompanying statement of operations before amortization, interest expense, receiver fees and direct tenant expenses for the property known as 633 Third Avenue, New York, New York for the eleven month period ended December 31, 1992. This statement is the responsibility of the property's management. Our responsibility is to express an opinion on the financial statement based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of operations before amortization, interest expense, receiver fees and direct tenant expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

This statement was prepared for use in the condominium offering plan and excludes certain expenses of the property noted above.

In our opinion the statement of operations before amortization, interest expense, receiver fees and direct tenant expenses referred to above present fairly, in all material respects, the results of operations of the property known as 633 Third Avenue, New York, New York for the eleven month period ended December 31, 1992 in conformity with generally accepted accounting principles as described in Note 2.



Certified Public Accountants

New York, New York
 June 22, 1994

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Statement of Operations before
Amortization, Interest Expense, Receiver Fees
and Direct Tenant Expenses
For the Eleven Month Period Ended December 31, 1992

INCOME

Rental	\$ 15,886,498
Labor and Expense Escalations	1,937,856
Real Estate Tax Escalations	1,843,702
Tenant Services—Net	60,539
Interest Income	150,753
Miscellaneous Income	344
	<hr/>
<u>TOTAL INCOME</u>	<u>19,879,692</u>

EXPENSES

Electricity—Common	783,637
Electricity—Tenant	349,233
Steam	376,395
Water and Sewer	58,489
Cleaning	1,185,259
Elevator	172,757
Repairs and Maintenance	136,972
Supplies	12,751
Painting	10,813
Rubbish Removal	173,815
Labor, Taxes and Benefits	1,016,785
Miscellaneous Operating Expenses	70,288
Insurance	140,079
Management Fees	322,256
Legal, Accounting and Professional Fees	55,412
Real Estate Taxes	6,420,428
	<hr/>
<u>TOTAL EXPENSES</u>	<u>11,285,369</u>

INCOME BEFORE AMORTIZATION,
INTEREST EXPENSE, RECEIVER FEES
AND DIRECT TENANT EXPENSES

\$ 8,594,323

See Accountants' Report and Notes
to Statement of Operations.

FOR THE PROPERTY KNOWN AS
633 THIRD AVENUE
NEW YORK, NEW YORK

Notes to Statement of Operations
December 31, 1992

Note 1 - ORGANIZATION

The property is located at 633 Third Avenue, New York, New York. It is the intent to convert this property to a condominium. In January 1992, the mortgagee commenced an action against the owners of the property to foreclose its mortgage, alleging a default on the January installment of principal and interest. A receiver was appointed by the Court to collect the rents and manage the property. Effective February 1, 1992 Sandhurst Associates, Ltd. was appointed managing agent by the Receiver. The statement of operations contain the financial information for the period commencing February 1, 1992 through December 31, 1992.

Note 2 - BASIS OF PRESENTATION

The statement of operations does not reflect interest expense, amortization, receiver fees and direct tenant expenses which are expenses that will not affect the operating results upon conversion to a condominium. Direct tenant expenses consist of costs associated directly with a specific tenant's space, which costs are reimbursed by the tenant to the property.

CHANGES IN PRICES OR UNITS

Sponsor reserves the right to negotiate with Purchasers with respect to all aspects of the Purchase Price of a Unit, and other incentives, credits and allowances which Sponsor may opt to offer, including, but not limited to: renovations or improvements to the Unit or fixtures or equipment contained therein; credits or allowances for the condition of the Unit or fixtures or equipment contained therein; reduced down payment deposit towards Purchase Price; financing contingency; extension of the period to secure financing; sponsor financing; application of rent toward Purchase Price; Common Charge subsidies or rebates as credit against the Purchase Price or payable (either to the Purchaser or directly to the Board) on a periodic basis; payment of all or part of Sponsor's closing costs; Purchaser's financing costs such as closing costs, attorneys' fees, origination fees, commitment fees and payment of any and all costs relating to the cost of acquiring title to a Unit. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms. Notwithstanding the foregoing, a duly filed amendment to the Plan will be required for (a) an across the board price change affecting one or more lines of Units or Unit models, (b) a price change that is to be advertised, or (c) a price increase for an individual Purchaser.

In order to meet the possible varying demands for the number and type of Units or to meet particular requirements of the prospective Purchasers or for any other reason, Sponsor reserves the right by amendment to the Plan and subject to the conditions set forth below, to: (1) change the price (as set forth above), the manner of payment, and any other term of sale, (2) change the size, number and/or layout of Units, (3) reapportion the percentage Common Interests shown in Schedule A, and (4) change the size or quality of the public areas of the Property. Any reallocation of the percentage Common Interests among Units will vary the estimated Common Charges for such Units from the amounts set forth in Schedule A. After the Declaration is recorded, any of the changes discussed in clauses (1) through (4) above may only be made by duly recorded amendment to the Declaration. As more particularly provided in the Declaration, Sponsor will have the right to so amend or cause the Board to so amend the Declaration and Floor Plans to the extent required in order to reflect changes made as provided above. In connection with any of the changes discussed in clauses (2) and (4) above, Sponsor shall obtain the consents of all Governmental Authorities having jurisdiction (if such consent is required by law).

No material change will be made in the size or quality of the space encompassed by the Common Elements, except for the capital improvements described in the Section of the Plan entitled "Sponsor's Statement of Present Building Condition", unless Purchasers who have executed and delivered Purchase Agreements pursuant to the Plan and who are not then in default thereunder are

given the right to rescind such Purchase Agreements by notice of rescission personally delivered or sent by certified or registered mail, return receipt requested, to Sponsor within fifteen (15) days after the date of presentation of an amendment disclosing such material change.

If a Purchase Agreement covering a Unit has been executed and delivered pursuant to the Plan, then, provided that the Purchaser is not in default thereunder, no material change shall be made in the size, layout, or percentage of Common Interest of the Unit, unless the Purchaser consents thereto.

EXISTING LEASES

Unit SC-4 and Units 11-21, inclusive, are subject to a Lease, dated June 4, 1959, between Galbreath-Ruffin Realty Co., Inc. and Socony Mobil Oil Company, Inc. as modified by an Agreement, dated October 11, 1961, between Galbreath-Ruffin Realty Co., Inc. and Socony Mobil Oil Company, Inc., as further modified by the Second Renewal Term Agreement, dated October 10, 1989, among 633 Third Associates, Mobil Corporation and Mobil Oil Corporation (collectively, the "Mobil Lease"). Portions of Units 11 through 21, inclusive, have been subleased by the tenant under the Mobil Lease.

Units C-2, 1-A, SC-6 and SC-7 are subject to a lease dated November, 1986, between 633 Third Associates and 633-1986 Seafood Restaurants, Inc. (the "Docks Lease").

Units 1-C and C-5 are subject to a lease, dated December 17, 1959, between Galbreath-Ruffin Realty Co., Inc. and Chemical Bank New York Trust Company as modified by the Lease Modification Agreement, dated April 7, 1961 as further modified by Letter Agreement, dated June 14, 1962, as further modified by Agreement, dated November 28, 1961 as further modified by Lease Modification Agreement, dated October 1, 1983 between 633 Third Associates and Chemical Bank (collectively, the "First Chemical Lease").

A portion of Unit 5 is subject to a lease, dated November 24, 1986, between 633 Third Associates as landlord and Chemical Bank as tenant (the "Second Chemical Lease").

Units 6 and 7 are subject to a lease, dated May 25, 1983, between 633 Third Associates as landlord and Chemical Bank as tenant (the "Third Chemical Lease").

Unit 8 is subject to a lease, dated May 25, 1983, between 633 Third Associates as landlord and Chemical Bank as tenant (the "Fourth Chemical Lease").

Unit 1-E is occupied by Walsh Messenger Service, Inc. ("Walsh") pursuant to an agreement between Walsh and Sandhurst

Associates Ltd. (the "Walsh Agreement") as agent for Maryam Christine Toosie, Esq. Receiver pursuant to which Walsh operates a messenger center for the Building. The Walsh Agreement may be terminated by either party in writing on thirty (30) days notice.

Unit 1-B is occupied by Eastern Newstand on a month-to-month basis (the "Newstand Occupancy Agreement"). The Newstand Occupancy Agreement, together with the Walsh Agreement, are collectively referred to as the "Month-to-Month Tenancies."

Part of Unit 22 is currently subject to a lease, dated July 1, 1991, between 633 Third Associates as landlord and Edward Ma as tenant as amended by Amendment to Lease between Maryam Christine Toosie as Receiver and Ma as tenant, dated July, 1992 (the "Ma Lease"). Pursuant to a Second Amendment to Lease, dated December 16, 1994, between Sponsor as landlord and Ma & Shang as tenant, a certain side letter, between Sponsor as landlord and Ma & Shang ("Ma") as tenant, dated December 16, 1994 and that certain Relocation and Leasing Agreement, dated December 16, 1994, between Fisher 40th & 3rd Company, Hawaiian Realty, Inc., Sponsor and Ma & Shang, and that certain Letter Agreement, dated December, 1994, to be entered into between Sponsor and Ma & Shang (collectively, the "Ma Relocation Agreements"), Ma will be temporarily relocated to part of Unit 32.

Under the Relocation Agreements, Ma must elect on or before February 28, 1995 to either (i) accept certain space in Unit 5 which is currently part of the Unit 5 Option Space (the "Ma Unit 5 Space"), in which event Ma is required to relocate to the Ma Unit 5 Space as soon as same has been built out in accordance with the Ma Relocation Agreements, and the Ma Lease as modified by the Ma Relocation Agreements would remain in effect until June 30, 2004, or (ii) be relocated to another building, in which event the Ma Lease would expire no later than December 31, 1995. In the event Ma is relocated to the Ma Unit 5 Space and UNDC does not exercise its option to purchase same, the purchaser of Unit 5 will take Unit 5 subject to the Ma Lease as modified by the Ma Relocation Agreements as well as the Second Chemical Lease.

The Relocation Agreements require certain alterations be made to the part of Unit 32 that Ma will occupy on a temporary basis and to the Ma Unit 5 Space in the event Ma elects to relocate there. Both Unit 32 and Unit 5 will be sold subject to any such alterations made by Sponsor prior to the closing of title to such Units. Unit 32 will be vacant as of the date of closing of title to that Unit; however, Sponsor will be entitled to adjourn such closing from time to time if necessary to obtain possession of such Unit. The Relocation Agreements will be available for inspection at the office of the Selling Agent.

The Docks Lease prohibits the Unit Owners of Units 1-C and C-5 from operating a seafood restaurant in their Units. Under the

First Chemical Lease, no Unit Owner is permitted to lease or sublease any space in the Property for the conduct of a commercial bank, trust company, safe deposit company, savings bank, savings and loan association or loan company.

All of the foregoing Units shall be referred to individually as a "Leased Unit" and collectively as "Leased Units".

Copies of the Existing Leases are on file with the New York State Department of Law.

On file at the Selling Agent's office is a rent roll for the Existing Leases. The rent roll sets forth the base rents under the Existing Lease but not the pass throughs and escalations, if any. No representations are made by Sponsor as to the pass through and escalation clauses in the Existing Leases. A purchaser of a Unit subject to any Existing Leases should review the terms thereof including without limitation, the rent, pass through and escalation clauses, if any, and all of the service obligations. No estoppel letters will be provided by Sponsor to any Purchaser acquiring title to a Unit which is subject to an Existing Lease.

For a summary of the rights and obligations of Purchasers of Leased Units, see the Section of the Plan entitled "Rights and Obligations of Unit Owners".

INTERIM LEASES

Sponsor reserves the right to lease vacant Units to Purchasers and non-Purchasers. The lease will be for such rent and other terms as may be mutually agreed upon. Unless otherwise expressly agreed to by Sponsor in writing, no portion of the rent paid under such lease will be credited toward the Purchase Price of a Unit.

The lease shall be prepared on a form of lease that will be available for inspection at the office of Sponsor or the Selling Agent. The lease shall be an interim lease ("Interim Lease") and shall contain the default provisions (including failure of the tenant to comply with its obligations under its Purchase Agreement) described below. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of closing of title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by tenant or Sponsor as provided below. Except as provided below, the tenant shall be required to vacate the Unit on or before the date that the term of the Interim Lease expires.

If a tenant under an Interim Lease has entered into a Purchase Agreement under the Plan and if the Plan is abandoned by Sponsor as provided in the Plan, then Sponsor may terminate the Interim Lease as of the last day of any month during the term of the Interim Lease, on not less than thirty (30) days' prior written notice, personally delivered or mailed by certified mail, return receipt requested, to the tenant, who shall deliver to Sponsor possession of the Unit vacant and in accordance with the provisions of the Interim Lease on or before the date of termination of the Interim Lease.

If a tenant under an Interim Lease has entered into a Purchase Agreement under the Plan and the tenant exercises any right to rescind the Purchase Agreement as provided in the Plan, then, as a condition of such rescission, the tenant's Interim Lease shall be terminated and the tenant shall deliver possession of the Unit to Sponsor vacant and in accordance with the provisions of the Interim Lease.

It shall be a default under the Interim Lease if the tenant fails to comply with all of its obligations under its Purchase Agreement and it shall be a default under its Purchase Agreement if the tenant fails to comply with all of its obligations under its Interim Lease. In the event of a default under the Interim Lease, Sponsor shall have the right to cancel the Purchase Agreement upon thirty (30) days written notice to tenant (unless the tenant has cured such default within thirty (30) days after the date of mailing of such notice) in addition to any rights which Sponsor may have under the Interim Lease or law. If Sponsor cancels the Purchase Agreement, then Sponsor may retain the "Liquidated Sum" (as hereinafter defined) without prejudice to any other rights or remedies at law or in equity or under the Interim Lease, which Sponsor or any other party may have by reason of the default under the Interim Lease. An interim tenant should note that among other things the term of the Interim Lease expires upon termination of the Interim Lease by Sponsor because of the tenant's default.

PROCEDURE TO PURCHASE

Execution of Purchase Agreement, Deposit and Trust Provisions

A person who wishes to purchase a Unit must complete and sign in triplicate a Purchase Agreement including the Transferee Questionnaire annexed thereto (a copy of which is set forth in Part II of the Plan) and deliver the same to Sponsor or the Selling Agent together with a check equal to the sum of 1) ten (10%) percent of the Purchase Price, plus 2) the cost of any special work ordered by the Purchaser. Such check shall be drawn to the order of "Herrick, Feinstein Attorney Escrow Account for the Plan for The 633 Third Avenue Condominium". Sponsor is responsible for the Real Property Transfer Gains Tax due in connection with such Transferee Questionnaire.

The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement in Part II of this Plan. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such variations materially and adversely affect Sponsor's obligations as set forth in the Plan.

All monies received by Sponsor directly or indirectly under this Plan will be held in trust by Sponsor pursuant to the provisions of Section 352-e(2b) and 352-h of the General Business Law and the New York State Attorney General's Regulations promulgated pursuant thereto. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the handling or disposition of Down Payments paid by such Purchasers. However, nothing in the preceding sentence shall limit the obligation of any Purchaser to pay the fees and expenses of Sponsor's attorneys (to the extent such fees and expenses are expressly disclosed in the Plan) in connection with the purchase or closing of title to the Unit purchased by such Purchaser under the Plan.

A Down Payment will be deemed to have been unconditionally tendered when it is delivered to Sponsor or Selling Agent together with a Purchase Agreement in the form agreed to by Sponsor and signed by the Purchaser, without any request for a change in such form or the terms of the Purchase Agreement. Each Down Payment will be placed, within five business days after the date on which such Down Payment has been unconditionally tendered in a special escrow account of Herrick, Feinstein (hereinafter the "Escrow Agent"), whose address is 2 Park Avenue, New York, New York and whose telephone number is (212) 684-1400. The signatories on this escrow account, who are each members of Herrick, Feinstein, and any one of whom is authorized to withdraw funds, are: Edward M. Abramson, Richard J. Brown, Leonard Grunstein, Herbert L. Mendelson and Carl F. Schwartz, c/o Herrick, Feinstein, 2 Park Avenue, New York, New York. The name of the escrow account is "Herrick, Feinstein Attorney Escrow Account for the Plan for The 633 Third Avenue Condominium (the "Escrow Account)", and such Escrow Account is located in National Westminster Bank at 350 Fifth Avenue, New York, New York (the "Bank"). The Bank is covered by federal bank deposit insurance generally to a maximum of \$100,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limitation, amounts deposited directly by such person and the Down Payment held in escrow for such person by the Escrow Agent).

If a Purchaser makes a Down Payment in excess of \$100,000 for the purchase of a Unit, or if the amount of such Purchaser's deposits at the Bank and such Down Payment exceed \$100,000, the aggregate of such Down Payment and all other such deposits will

generally not be federally insured in excess of \$100,000. No representation or guaranty is made by Escrow Agent or Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

The Escrow Account will be interest-bearing and, any interest earned on the Down Payment shall be delivered to a Purchaser at the closing of title to its Unit or other termination of the Purchase Agreement except if a Purchaser has defaulted thereunder beyond any applicable grace periods, in which event Sponsor shall be entitled to retain the Liquidated Sum. The interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank for the same type of account as the Escrow Account, which was 2.35% percent per annum for deposits in excess of \$40,000 as of December 1, 1994. Interest will begin to accrue when the check for a Down Payment is collected, and provided there is no charge back or debit by the Bank against the amount deposited. Each Purchaser must indicate his or her social security or its federal taxpayer identification number on the Purchase Agreement. If there is more than one Purchaser, the social security or federal taxpayer identification number of each Purchaser who will be receiving any interest earned on a Down Payment must be noted on the Purchase Agreement. Purchaser's failure to provide this information with the Purchase Agreement shall be deemed a waiver of his, her or its right to receive interest on such Down Payment.

All checks for Down Payments under the Plan shall be made payable to or endorsed to the order of "Herrick, Feinstein Attorney Escrow Account for the Plan for The 633 Third Avenue Condominium." Within ten business days after unconditional tender and delivery by a Purchaser to Sponsor or Selling Agent of a check for a Down Payment submitted with such Purchaser's Purchase Agreement on account of the Purchase Price thereunder, the Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. Subject to the provisions of the next sentence, if such Purchaser does not receive notice of such deposit within fifteen business days after unconditional tender and delivery to Sponsor or the Selling Agent of such Down Payment, then such Purchaser may cancel such purchase and rescind such Purchaser's Purchase Agreement so long as such right to rescind is exercised within ninety (90) days after such Purchaser's unconditional tender and delivery of such Down Payment to Sponsor or the Selling Agent. However, a Purchaser shall not be entitled either to rescind such Purchaser's Purchase Agreement or to receive a refund of such Purchaser's Down Payment where proof satisfactory to the Attorney General is submitted establishing that such Down Payment was timely deposited and notice as provided above was timely mailed to such Purchaser in conformity with the Attorney General's regulations. Additionally, Purchaser understands that receipt of the Down Payment by the Escrow Agent and deposit of the Down Payment in the Escrow Account by Escrow Agent shall not be deemed acceptance of

this Agreement by Sponsor, which acceptance can only occur as provided below.

The Escrow Agent will hold a Purchaser's Down Payment in escrow until:

(a) otherwise directed in one or more writings signed by each of Sponsor and such Purchaser; or

(b) otherwise directed in a determination of the Attorney General, pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(c) a judgment or order of a court of competent jurisdiction permits or requires the release of such Down Payment; or

(d) such Down Payment is paid by the Escrow Agent into a court of competent jurisdiction; or

(e) such Down Payment is paid to Sponsor as provided below; or

(f) such Down Payment is paid to such Purchaser as provided below.

If there is no written agreement between Sponsor and a Purchaser to release the Down Payment paid by such Purchaser, the Escrow Agent will not pay such Down Payment to Sponsor until after ten business days following the date that the Escrow Agent has given such Purchaser written notice that the Escrow Agent intends to pay such Down Payment to Sponsor. Thereafter, such Down Payment may be paid to Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and the Escrow Agent has received, within such ten business day period, notice from such Purchaser that such application has been made.

Sponsor will not object to the release of the Down Payment paid by any Purchaser to such Purchaser, provided such Purchaser has not defaulted and has timely and validly rescinded such Purchaser's Purchase Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

A Purchaser or the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Down Payment paid by any Purchaser. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved between Sponsor and a Purchaser of a Unit under the Plan relating to such Purchaser's Down Payment and, in the case of any Purchaser, such Purchaser has given notice of objection to the Escrow Agent within the ten business day period

described above. A form for this purpose is attached as an exhibit to the Purchase Agreement in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application.

Included in Part II of the Plan is a copy of the escrow agreement which is subject to the terms of the Attorney General's regulations. In the event of any conflict between such escrow agreement and either any other provision of the Plan, or any Purchase Agreement, such escrow agreement shall control.

The Escrow Agent will maintain all records concerning the Escrow Account for seven years after the closing of such account.

Notices given by the Escrow Agent, Sponsor, or its agents pursuant hereto shall be deemed given (i) upon delivery if personally delivered or (ii) upon the fifth day after the date of mailing.

Balance of Purchase Price and Closing Documents

The balance of the Purchase Price under a Purchase Agreement shall be payable by certified check drawn on and certified by, or by a bank check drawn on and by, a bank which is acceptable to Sponsor and which is a member of the New York Clearing House Association to the order of "Herrick, Feinstein Attorney Escrow Account for the Plan for The 633 Third Avenue Condominium" or, at the option of Sponsor, by wire transfer of federal funds and delivered to Sponsor after the Plan has been declared effective as follows:

(a) upon written demand therefor which demand shall specify for payment not less than fifteen (15) days after the service of the demand; and/or

(b) if Sponsor has been furnished, within the period in which payment of the balance of the Purchase Price must be made pursuant to the aforesaid demand, with a copy of a written commitment expiring after the Closing Date, from a bank, trust company or other lending institution acceptable to Sponsor, to finance a portion of the Unit, as well as copies of all documents which the lender will require Sponsor and/or the Condominium to execute in connection therewith, then that portion of the purchase price to be financed as provided in such commitment may be paid on date of closing of title to such Unit.

If the demand requires that payment be made on a date in advance of the closing pursuant to the Plan, then the date of closing of title for such Unit shall be scheduled for a date no later than forty-five (45) days from the date upon which the balance of the Purchase Price must be paid pursuant to the demand. Sponsor shall give each Purchaser written notice of the date of

closing of title to its Unit, at least thirty (30) days in advance thereof. Such notice shall also specify the date on which Common Charges for the Unit shall be due and payable by the Purchaser thereof.

In connection with the purchase of a Unit, at Sponsor's option, each Purchaser upon at least five (5) days notice shall be required to attend a pre-closing for the purchase of its Unit at which time such Purchaser shall be required to sign a Power of Attorney in the form set forth in Part II of the Plan covering the Unit and pay certain closing fees, costs and adjustments. The Purchaser shall also execute at such pre-closing the New York State and New York City real property transfer tax returns covering the sale of the Unit, any real estate reporting return and statement required by the Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor. Failure to attend the pre-closing, execute and deliver documents and make the payments as provided above shall constitute a default by a Purchaser under its Purchase Agreement. In addition, a Purchaser shall pre-close with its lender, if any, in connection with its acquisition of the Unit.

The Purchaser shall also cause its attorney to execute a designation agreement provided by Sponsor designating such attorney as the "real estate broker" who is required to file a 1099S return with respect to the purchase, and the Purchaser shall indemnify Sponsor and its attorneys against any costs resulting from the failure of such attorney to fulfill its duties as such "real estate broker."

Obligation of Tenant To Pay Rent

A Purchaser who is or becomes a tenant or occupant of the Property must continue to pay rent under its lease (or other tenancy), and Purchaser specifically waives any right of offset with respect to such rent. In no event shall Purchaser be released or excused from paying and performing Purchaser's lease or tenancy obligations, and notwithstanding anything contained in this Agreement to the contrary, Sponsor will be entitled to collect from Purchaser all damages, losses, costs, expenses, and all other lawful sums to which Seller is entitled (including, but not limited to, legal fees and costs of collection) due to Purchaser's failure to pay rent or otherwise comply with Purchaser's lease or tenancy obligations. The right is reserved to Sponsor to apply any rent security against rent arrearages or other default and in addition to sue any tenant to the extent such rent security is insufficient.

Termination of Leases of Tenant Purchasers

If Purchaser is currently the tenant under a lease, sublease or other occupancy agreement (a "Lease") of the Unit being purchased, the Lease shall be terminated and canceled upon closing

of title to the Unit. Sponsor shall have no obligation to close title with such a Purchaser unless all rent and other charges due under such Purchaser's Lease have been paid through the date of closing of title to Purchaser's Unit. A default by such Purchaser under its Lease beyond applicable grace and cure periods shall be a default under the Purchase Agreement entitling Seller to cancel the Purchase Agreement and retain the Liquidated Sum.

Security Deposit

If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded within thirty (30) days following the closing, provided Purchaser is not in default under Purchaser's Lease. If the Unit is occupied by other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant (or Purchaser's pro rata share thereof) will be transferred at 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 as required under the Lease and applicable law. If such tenant is in arrears with respect to the payment of rent or other charges, if any, Purchaser will be obligated to pay to Sponsor any such arrearages out of the first amounts collected by Purchaser from such tenant. 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.

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement in its obligation to attend a pre-closing, execute and deliver documents and make the payments described above, or in any of its other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to the Purchaser. If the default is not cured within ten (10) business days after written notice thereof, then the Purchase Agreement shall be deemed canceled and Sponsor shall be entitled to retain the Down Payment together with interest earned thereon (the "Liquidated Sum"), if any, as and for liquidated damages. Cancellation of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to Sponsor, the Condominium or others purchasing such Unit. **SPONSOR RESERVES THE RIGHT TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OBLIGATION TO CURE ANY DEFAULT WITHIN THE SPECIFIED CURE PERIOD. AFTER THE SPECIFIED CURE PERIOD EXPIRES, IF PURCHASER'S DEFAULT REMAINS UNCURED, SPONSOR MAY TERMINATE THE PURCHASE AGREEMENT, RETAIN THE LIQUIDATED SUM AND SELL THE UNIT TO ANOTHER PURCHASER, AS IF THE PURCHASE AGREEMENT HAD NEVER BEEN MADE.**

Risk of Loss

The risk of loss or damage to the Property by fire or other casualty until the Condominium Commencement Date is assumed by Sponsor but without any obligation or liability upon Sponsor to repair or replace the same. Sponsor, however, at Sponsor's option, may elect to abandon the Plan (see Section of Plan entitled "Effective Date") or to repair or replace such loss or damage. If Sponsor elects to replace such loss or damage, then at Sponsor's option it shall be entitled to reasonable adjournments of the closing. The risk of loss or damage to a Unit under contract pursuant to a Purchase Agreement shall be assumed by Sponsor until the earlier to occur of the closing of title to the Unit or Purchaser assumes possession thereof, notwithstanding any contrary provision in any Interim or Existing Lease or under Section 227 of the Real Property Law.

Cooling Off Period and Sponsor's Acceptance or Rejection of Purchase Agreement

If a Purchaser has not been afforded at least three (3) days to review the Plan and all filed amendments thereto prior to executing and delivering its Purchase Agreement, then such Purchaser may rescind its Purchase Agreement by giving notice of rescission to Sponsor within seven (7) days after the date of such Purchase Agreement.

Within twenty (20) days after the Purchaser delivers to Sponsor three copies of its Purchase Agreement executed by it together with the required deposit, Sponsor shall either (i) accept such Purchase Agreement and return one fully executed counterpart to the Purchaser thereunder (or the Purchaser's attorney) or (ii) reject such Purchase Agreement by notice thereof personally delivered or mailed by registered or certified mail return receipt requested to the Purchaser together with a refund of any Down Payment made by the Purchaser under its Purchase Agreement. If Sponsor takes no action within such twenty (20) day period, then the Purchase Agreement shall be deemed rejected.

Units Sold In "As Is" Condition

A Unit shall be in its "as is" condition on the date of closing the title thereto without any obligation by Sponsor to make any repairs or improvements except as set forth in the Section of the Plan entitled "Sponsor's Statement of Present Building Condition".

Except as expressly set forth in the Plan, Sponsor does not make and is unwilling to make any representations as to the condition, income, expenses, Existing Leases, tenants, use, operation or any other matter or thing affecting or relating to the Property or title thereto or the transactions contemplated hereby.

Without limiting the generality of the foregoing, but except as may otherwise be specifically provided in the Plan, Sponsor has not made any representations or warranties, in either case express or implied as to (a) the current or future real estate tax liability, assessment or valuation of the Property or the Unit; (b) the potential qualification of the Property or the Unit for any and all benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (c) the compliance of the Unit or the Property, in its current or any future state with applicable zoning ordinances and the ability to obtain a variance in respect to any non-compliance, if any, with said zoning ordinances; (d) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Unit or the Property from any source, including but not limited to the state, city or federal government or any institutional lender; (e) the current or future use of the Unit or the Property; (f) the current or future condition and operating state of any and all machinery or equipment in the Unit or on the Property and the current or future structural and physical condition of the Unit, the Building or any other improvements to the Property or their suitability for rehabilitation or renovation; (g) the state of title to the Unit; (h) the presence or absence of violations of law or municipal ordinances, orders or requirements; and (i) the ability of any Unit Owner to exercise, enjoy or enforce any rights or benefits granted to any Unit Owner under either the Declaration or the By-Laws, the compliance thereof with Applicable Law or the sufficiency thereof for any Unit Owner's intended use.

No Right of Assignment By Purchaser

The Purchaser may not assign its Purchase Agreement without first obtaining the written consent of Sponsor.

If Sponsor consents to an assignment of the Purchase Agreement by the Purchaser, then any such consent shall be conditioned on the following: (i) the assignee executing and delivering to Sponsor, within five (5) days after the making of such assignment, an assumption of this contract in form and substance satisfactory to Sponsor; (ii) the Purchaser executing and delivering to Sponsor a guarantee of the assignee's obligations under the Purchase Agreement and any instruments or agreements made pursuant to the provisions of the Purchase Agreement on or before or in connection with the closing in form and substance satisfactory to Sponsor; (iii) the Purchaser and the assignee completing, executing and delivering to Sponsor at least thirty (30) days prior to the date of closing of title to the Unit, the New York State Real Property Transfer Gains Tax Transferor and Transferee Questionnaires required under the New York State Real Property Transfer Gains Tax Law and the Purchaser obtaining a Statement of Tax Due with respect to the assignment and the assignee prior to the such closing date and paying any amount shown due by such Statement with respect to

the assignment at the closing; and (iv) the Purchaser paying such additional fees as are specified in the Plan in connection with an assignment of the Purchase Agreement. Notwithstanding any such consent or assignment, Purchaser shall not be released from any liability under this Agreement.

Conflicts between Plan and Purchase Agreement

A complete copy of the Purchase Agreement is included in Part II of the Plan. If any provision of the Purchase Agreement is in conflict or inconsistent with any provision of the Plan (other than the Purchase Agreement as described above), then such conflict or inconsistency shall be resolved in favor of the Plan. The Plan and the Purchase Agreement may not contain, or be modified to contain, a provision waiving a Purchaser's rights or abrogating Sponsor's obligations under the Plan or Article 23-A of the General Business Law.

No Financing Contingency

Although a Purchaser may obtain financing from any lending institution or any other source, the Purchaser's obligation to purchase a Unit pursuant to its Purchase Agreement is not contingent on the Purchaser obtaining financing for such purchase. Accordingly, the failure to obtain such financing shall not excuse a Purchaser from performing its obligations under its Purchase Agreement. A Purchaser may lose its Down Payment, together with accrued interest, if Purchaser fails to fulfill its obligations under the Purchase Agreement. Sponsor makes no representation that financing will be available to Purchasers or as to the amount, terms and conditions upon which such financing may be granted or the cost to obtain same.

Purchaser's Broker

The Purchaser may elect to use a broker ("Purchaser's Broker") other than the Selling Agent in connection with this transaction; provided the following conditions are fully and completely met: (a) Purchaser identifies Purchaser's Broker to Sponsor in writing (which may be done on the receipt and acknowledgement referred to below) as the sole and exclusive agent for Purchaser in connection with this transaction; (b) the Purchaser is solely responsible for any commissions or brokerage fees incurred in connection with the use of Purchaser's Broker; and (c) Purchaser's Broker and the Purchaser execute and deliver to the Seller simultaneously with Purchaser's receipt of the Plan, a receipt and acknowledgement in the form annexed to the Purchase Agreement as Exhibit 3, confirming the foregoing and releasing Sponsor from all liability for any commissions or brokerage fees due Purchaser's Broker in connection with this transaction.

Tap In Charge

Although Sponsor has no obligation to install a Supplemental Water Riser (as hereinafter defined), it may do so. Any Supplemental Water Riser installed by Sponsor will have a limited capacity and Sponsor will have the right to grant Unit Owners the right to tap into such Supplemental Water Riser. Absent such a grant from Sponsor, no Unit Owner will have the right to tap in to such Supplemental Water Riser. UNDC Unit Owners have the right to tap into such Supplemental Water Riser to draw water in an amount equal to the capacity of such Supplemental Water Riser (or the total amount of chilled or condenser water supplied by such Supplemental Water Riser, if less than the capacity), multiplied by a fraction the numerator of which is the Common Interest of the UNDC Units and the denominator of which is the Common Interest of all Units. A Purchaser shall not be entitled to connect to any Supplemental Water Riser installed by Sponsor in the Building unless specifically granted such a right in a separate rider to the Purchase Agreement and provided Purchaser pays Sponsor a "tap in" charge equal to \$3,200 per ton of condenser water. Sponsor has the sole right to determine the amount of chilled or condenser water made available to any Purchaser from such Supplemental Water Riser. The tap in charge shall be payable by Purchaser within ten (10) days after notice from Sponsor of its intention to install a Supplemental Water Riser and until paid by Purchaser shall constitute a lien on Purchaser's Unit.

EFFECTIVE DATE

Sponsor's offer to sell Units pursuant to the Plan is contingent upon the Plan being declared effective and compliance with the relevant conditions and time periods described in the Plan. The following provisions shall determine whether, when and how the Plan will be declared effective:

1. Sponsor may at its option declare the Plan effective if Purchase Agreements have been accepted by Sponsor for not less than 15% of the Units. As the UNDC Contract contemplates the purchase of more than 15% of the Units, Sponsor may, at its option, declare the Plan effective at any time based upon the UNDC Contract.
2. Sponsor must declare the Plan effective when Sponsor has accepted Purchase Agreements for the sale of at least 95% of the Units, provided that none of the Purchasers counted towards this 95% requirement is in default under its respective Purchase Agreement and there exists no outstanding right of rescission.

3. If the Plan has not been declared effective, it may be abandoned by Sponsor at any time before the condition set forth in paragraph 2 above has been met.
4. The Plan will be declared effective by a written notice either mailed or personally delivered to Purchasers and an appropriate amendment to the Plan will be submitted to the Department of Law for filing within three (3) business days after service of the notice, together with an affidavit of service as required by the Department of Law. The closing of title to the first Unit pursuant to the Plan shall not be consummated until such amendment is accepted for filing.
5. Once the Plan has been declared effective the Plan may not be abandoned by Sponsor except for (i) defect(s) in title which either cannot be cured without litigation or cannot be cured for less than $\frac{1}{2}$ of 1% of the Total Amount of the Offering set out on the cover of the Plan in the aggregate; (ii) violations affecting the Common Elements which cannot be cured for less than $\frac{1}{2}$ of 1% of the Total Amount of the Offering set out on the cover of the Plan; and (iii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than $\frac{1}{2}$ of 1% of the Total Amount of the Offering set out on the cover of the Plan in the aggregate; or (iv) the taking of the Property or any material portion thereof by condemnation or eminent domain.
6. The Plan will be deemed abandoned, void and of no effect if not declared effective within a period of eighteen (18) months after the date the Department of Law has accepted the Plan for filing unless such period is extended by a duly filed amendment to the Plan.

If the Plan is abandoned, then all moneys paid by Purchasers under Purchase Agreements which were not previously canceled in accordance with provisions of the Plan shall be refunded to them, together with interest earned thereon, if any, and Sponsor shall promptly file a notice of abandonment on Form RS-3, or such other form as the Department of Law may require, disclosing the reasons for such abandonment and account for the disposition of all moneys received by Sponsor under the Plan.

After the Plan has been declared effective, the sale of Units to Purchasers will close at a place and on a date to be fixed by Sponsor, which date shall, in the case of any Purchase Agreement dated before the date the Plan has been declared effective, be not less than thirty (30), nor more than one hundred eighty (180), days after the date on which the Plan shall have declared effective, unless the closing is adjourned, provided that on or before the Closing Date there shall have been accepted for filing an amendment disclosing the basis of the effectiveness of the Plan.

CLOSING OF TITLE TO UNITS

Prerequisites to Closing of Title

The closing for any Unit means the transfer of title to such Unit, by means of the delivery of a deed to such Unit by Sponsor to the Purchaser of such Unit, and the simultaneous performance by such Purchaser of its obligations to Sponsor including, without limitation, payment of the balance of the Purchase Price for such Unit which is due on the date of closing of title to such Unit. The closing of title to each Unit shall take place only after or concurrently with the following events:

1. The Plan being declared effective by Sponsor.
2. The recording or filing with the Office of the City Register, New York County, as required by law, of the Declaration, By-Laws, Floor Plans and engineer's and tax authority certification required by Section 339-p of the Condominium Act.
3. The execution and delivery to the Purchaser, the Purchaser's attorneys, the Purchaser's title company or the Title Company of a Unit Deed covering the Unit in the form set forth in Part II of the Plan.
4. The execution and delivery by the Purchaser of the Power of Attorney, in the form set forth in Part II of the Plan.
5. The payment by the Purchaser of the Purchase Price for the Unit and any closing fees and costs provided under the Plan.
6. The issuance of a Tentative Assessment and Return or Statement of Tax Due (or any similar successor form) relating to the New York State Real Property Transfer Gains Tax due with respect to the Unit. Sponsor shall pay the amount of such tax shown as due in accordance with applicable provisions of law.

State of Title

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing for such Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances"):

- (a) Any state of facts which an accurate survey and inspection made on the date of closing of title to such Unit would show; provided such state of facts (except as set forth below) is

not otherwise disclosed in this Plan and does not prohibit the existence and use of the Unit;

(b) Zoning regulations, ordinances, building restrictions and regulations;

(c) Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut;

(d) Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

(e) Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

(f) The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

(g) Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities;

(h) Zoning Lot and Development Agreement dated as of May 20, 1993 and recorded on August 24, 1994 in Reel 2132, Page 311 in the Office of the City Register, New York County;

(i) Declaration of Zoning Lot Restrictions dated as of May 20, 1993 and recorded on August 24, 1994 in Reel 2132, Page 302 in the Office of the City Register, New York County;

(j) Terms, covenants and restrictions recorded in Liber 5078, Cp. 647, Liber 5078, Cp. 637 and Liber 5080, Cp. 151.

(k) Distinctive Street Improvement Maintenance Declaration dated March 18, 1988 and recorded April 15, 1988 in Reel 1389, page 1868 in the Office of the City Register, New York County;

(l) Memorandum of Space Lease recorded in Liber 5080, Cp. 77 in the Office of the City Register, New York County;

(m) Memorandum of Space Lease recorded in Liber 5101, Cp. 295;

(n) Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of the Unit;

(o) Rights, if any, to maintain vaults and chutes under the sidewalk;

(p) The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in this Plan;

(q) Service, labor, concessionaire and maintenance agreements contemplated under this Plan;

(r) Any Interim Lease with the Purchaser for such Unit and any other leases, tenancies and occupancies permitted by the Purchase Agreement for such Unit;

(s) The Existing Leases;

(t) Any lien, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the date of closing of title to the Unit to the proper party or to the Purchaser's title insurance company together with the required recording or filing fee or (ii) as to which the Purchaser's title insurance company or the Title Company will insure that the lien, encumbrance or lis pendens will not be collected out of or enforced against the Unit;

(u) The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

(v) Party wall agreements, if any;

(w) Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor or any of its principals, provided Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company or the Title Company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

(x) Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no

longer in the Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

(y) The printed exceptions set forth in Ticor Title Guarantee Certificate of Title No. 4194-47000 or in any title policy issued by a title company that is authorized to do business in the State of New York and that is a member of the Title Insurance Rate Service Association, including without limitation the following:

(i) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records by the date of closing of title to the Unit.

(2) Any governmental police power not excluded by (i) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records by the date of closing of title to the Unit.

(ii) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records by the closing of title to the Unit, but not excluding from coverage any taking which has occurred prior to the closing of title to the Unit which would be binding on the rights of a purchaser for value without knowledge.

(iii) Defects, liens, encumbrances, adverse claims or other matters:

(1) created, suffered, assumed or agreed to by the Purchaser;

(2) not known to Sponsor and, if applicable, the Title Company, not recorded in the public records by the date of closing of title to the Unit, but known to the Purchaser and not disclosed in writing to Sponsor, and if applicable, the Title Company by the Purchaser prior to the closing of title to its Unit;

(3) resulting in no loss or damage to the Purchaser;

(4) attaching or created subsequent to the closing of title to its Unit; or

(5) resulting in loss or damage which would not have been sustained if the Purchaser had paid value for the estate or interest insured by the policy.

(iv) Any claim, which arises out of the purchase of the Unit, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

(1) the purchase being deemed a fraudulent conveyance or fraudulent transfer; or

(2) the purchase being deemed a preferential transfer, except where the preferential transfer results from the failure:

a) to timely record the instrument of transfer; or

b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

(z) All of the terms, easements, covenants and conditions of the Declaration and By-Laws as they are or may be subsequently filed or recorded and the Plan and Purchase Agreement and any amendments thereto, including, without limitation:

(i) The reservation by Sponsor of Development Rights pursuant to Article XIV of the Declaration;

(ii) Easements for encroachments and the maintenance of the same as follows: (a) any encroachment existing on the date of the Declaration if on any of the Common Elements or upon any Unit; and (b) any encroachment arising after the date of the Declaration on any of the Common Elements or upon any Unit, if: (A) resulting from the settling or shifting of the Building; or (B) resulting from the performance of any Work in or to any of the Common Elements provided that (1) such Work is permitted under the Declaration and the By-Laws and (2) such encroachment does not materially adversely affect use or occupancy of any Unit or the Common Elements; or (C) resulting from any rebuilding or restoration following a fire or other casualty or a condemnation or eminent domain proceedings, provided that such encroachment does not materially adversely affect use or occupancy of any Unit or the Common Elements.

(iii) Easement Zones and the use thereof and encumbrances now existing or hereafter created by Sponsor and the Board;

(iv) Easements in favor of each Unit Owner over the Common Elements for ingress and egress to and from its Unit.

(v) Easements in favor of each Unit Owner over the Common Elements and the other Units for access to and to use, maintain and make Repairs to any Service Equipment now or hereafter installed in the Building and serving its Unit, including:

(1) with respect to the Unit Owners of Units SC-1, SC-2, SC-3, SC-4, SC-5, SC-6, SC-7 or any other Unit now or hereafter served thereby, the electrical equipment located in the electrical equipment room located within the Common Elements on the subcellar floor; and

(2) with respect to the Unit Owners of Units C-1, C-2, C-3, C-4, C-5, C-6, C-7 or any other Unit now or hereafter served thereby, the electrical equipment located in the electrical equipment room located within the Common Elements on the concourse floor.

(vi) An easement in favor of the Unit Owner of Unit 1-A over such portions of the Common Elements as shall be necessary, convenient or appropriate to install new or additional Service Equipment in order to make use of air-conditioning equipment situated in the part of Unit 1-A located on the subcellar floor for purposes of air-conditioning the part of Unit 1-A located on the first floor.

(vii) An easement in favor of Sponsor, the Board and certain Unit Owners: (a) to install Connective Service Equipment in: (i) the Common Elements (other than the public portions of the first floor of the Building); or (ii) the Electrical Vault Corridor, in either case for the purpose of connecting any Service Equipment now or hereafter installed in the Building, as permitted under the Declaration, to and from (1) Building Systems Equipment or other Service Equipment or (2) public or utility lines or facilities; and (b) to install Service Equipment in the Common Elements located within the subcellar floor of the Building for the purpose of operating any Service Equipment now or hereafter installed in the Building, as permitted under the Declaration, and/or for the purpose of connecting any Service Equipment now or hereafter installed in the Building, as permitted under the Declaration, to and from (i) Building Systems Equipment or other Service Equipment or (ii) public or utility lines or facilities. Unit SC-7 in which the Electrical Vault Corridor is located shall be subject to the foregoing easement.

(viii) An easement in favor of Sponsor, so long as it owns a Unit above the subcellar level and below the 40th floor, over the Units and the Common Elements for access to and to use, maintain and make Repairs and Alterations to all Common Elements; subject to certain conditions contained in the Declaration.

(ix) An easement in favor of Sponsor, so long as it owns a Unit above the subcellar level and below the 40th floor, over the Common Elements to erect, maintain, and make Repairs to one or more Signs on the exterior of, and within the first floor lobby of, the Building for the purposes of advertising the sale of any of the Units owned by it and the leasing of any of such Units or of space in any of such Units or advertising any of the services and/or facilities at the Property.

(x) An easement in favor of the Board over the Units for access to and to use, maintain and make Repairs and Alterations to all Common Elements, including:

(1) the elevator machine room and the mechanical equipment room on the eleventh floor of the Building;

(2) the elevator machine room and make-up water tank on the twelfth floor of the Building;

(3) the water tank areas on the eighteenth floor of the Building; and

(4) the elevator rooms on the twenty-sixth and twenty-seventh floors of the Building.

(xi) If and to the extent that Sponsor grants to the Unit Owner of Unit 41-A the right to install communications Service Equipment in the Declarant Easement Zone on the Roofs of the Building, then the Unit Owner of Unit 41-A shall also have an easement over the Units and the Common Elements for access to and to use, maintain and make Repairs to any Service Equipment so installed notwithstanding the fact that such Service Equipment need not serve such Unit.

Title Insurance

If requested by the Purchaser, such title insurance company as may be selected by Sponsor and which is licensed to do business in New York State (the "Title Company"), will agree to insure, upon payment by Purchaser of the premium for such insurance (see the estimate of the cost described below in "Closing Costs and Adjustments"), (i) that the Purchaser has fee title to the Unit, free and clear of all liens and encumbrances except those set forth in the Plan, and subject to the provisions of the Declaration and

By-Laws and any mortgage executed, or any other encumbrance created, by the Purchaser; (ii) that the Unit is part of the Condominium which was validly created pursuant to Article 9-B of the Real Property Law. While the Purchaser will be free to select a title company of its choice, Sponsor's obligation to deliver title to the Unit as provided above will be deemed satisfied if the Title Company is prepared to insure such title subject to those title exceptions permitted under this Plan. Sponsor has no obligation to satisfy the requests of any title company.

Deed

The Unit Deed to be delivered by Sponsor for any particular Unit shall be a bargain and sale deed without covenant against grantor's acts in the form set forth in Part II of the Plan.

Personal Property

All personal property which is located within and which services only a particular Unit on the date the Purchase Agreement is signed for such Unit, which is used in connection with it and which is owned by Sponsor, is included in the conveyance of such Unit unless specifically excepted in such Purchase Agreement. All personal property affixed to or located within the Common Elements that is owned by Sponsor and is used in connection with the Common Elements on the date of the recording of the Declaration shall be deemed to be part of the Common Elements unless such personal property is used in connection with any Unit which is owned by Sponsor or unless otherwise provided in this Plan.

CLOSING COSTS AND ADJUSTMENTS

Estimated Closing Costs and Adjustments

Summarized below are the estimated closing costs and expenses to be borne by each Purchaser of a Unit:

1. If the Purchaser orders title insurance then it will have to pay the premium for such title insurance. The premium will vary depending on the purchase price of the Unit. If ordered from Ticor Title Guarantee Company, the title company Sponsor anticipates will be the Title Company, the premium for: (a) fee title insurance, is presently estimated to be \$350.00 for the first \$35,000 or less of fee insurance, plus \$5.81 for each \$1,000 (or fraction thereof) of additional fee insurance from \$35,001 to \$50,000, plus \$4.74 for each \$1,000 (or fraction thereof) of additional fee insurance from \$50,001 to \$100,000, plus \$3.80 for each \$1,000 (or-fraction thereof) of additional fee insurance from \$100,001 to \$500,000, plus \$3.47 for each \$1,000 (or fraction thereof) of additional fee insurance from \$500,001 to \$1,000,000, plus \$3.19 for each \$1,000 (or fraction thereof) of additional fee insurance from \$1,000,001 to \$5,000,000, plus \$2.83 for each \$1,000

(or fraction thereof) of additional fee insurance from \$5,000,001 to \$10,000,000, plus \$2.68 for each \$1,000 of additional fee insurance from \$10,000,001 to \$15,000,000, plus \$2.41 for each \$1,000 (or fraction thereof) of additional fee insurance above \$15,000,000, and (b) if a mortgage title insurance policy is simultaneously issued with the fee title insurance policy, the mortgage title policy is presently estimated to be (i) on the amount of the mortgage title insurance that does not exceed the amount of the fee title policy, \$300.00 for the first \$35,000 or less of mortgage title insurance, plus \$1.452 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$35,001 to \$50,000, plus \$1.185 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$50,001 to \$100,000, plus \$0.951 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$100,001 to \$500,000, plus \$0.867 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$500,001 to \$1,000,000, plus \$0.798 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$1,000,001 to \$5,000,000, plus \$0.708 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$5,000,001 to \$10,000,000, plus \$0.669 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$10,000,001 to \$15,000,000, plus \$0.603 for each \$1,000 (or fraction thereof) of additional mortgage title insurance above \$15,000,000, and (ii) on the amount of the mortgage title policy that is in excess of the fee title policy, \$90 for the first \$35,000 or less of mortgage title insurance, plus \$4.84 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$35,001 to \$50,000, plus \$3.95 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$50,001 to \$100,000, plus \$3.17 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$100,001 to \$500,000, plus \$2.89 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$500,001 to \$1,000,000, plus \$2.66 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$1,000,001 to \$5,000,000, plus \$2.36 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$5,000,001 to \$10,000,000, plus \$2.23 for each \$1,000 (or fraction thereof) of additional mortgage title insurance from \$10,000,001 to \$15,000,000, plus \$2.01 for each \$1,000 (or fraction thereof) of additional mortgage title insurance above \$15,000,000. Thus, assuming a \$5,000,000 purchase price and a \$4,000,000 mortgage, the premium for mortgage and fee title insurance in the respective amounts at present rates will be approximately \$20,278.08. The above amounts are merely estimates of the amounts that would be charged by the Title Company, and are subject to change by it.

2. Each Purchaser will have to pay (a) the fee for recording the deed covering the Unit and the power of attorney in favor of the Board of approximately \$49.00 for the deed and \$19.00 for the power of attorney (based on a rate of \$15.00 plus \$2.00 per page, plus \$26.00 in addition for the deed since it will be

accompanied by a New York City return (\$25 fee) and a New York State return, affidavit, and report (\$1.00 fee)), (b) the New York City Real Property Transfer Tax of 2.625% (assuming a purchase price greater than \$500,000) of the Purchase Price (plus any portion of such tax and the New York State Real Estate Transfer Tax paid by the Purchaser), and (d) the New York State Real Estate Transfer Tax of \$2.00 per \$500 (or fractional portion thereof) of the Purchase Price (plus any portion of such tax and the New York City real property transfer tax paid by the Purchaser). Pursuant to Section 11-2104 of the New York City Administrative Code and Section 1404(a) of the New York Tax Law, the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax would be (in the absence of any provision, such as is provided in this Plan, for the Purchaser to pay such tax) the obligation of the seller in connection with the transfer by the seller of the Unit to a purchaser, although such purchaser is liable for such tax if the seller fails to pay it. While the New York City and New York State transfer taxes are customarily paid for by the seller in condominium unit transactions, the burden of paying those taxes may be modified by contract. As is common in many other condominium developments in New York State, Sponsor's Purchase Agreement provides that the Purchaser of a Unit will be required to pay these transfer taxes at the closing. A Purchaser of a Unit priced at \$5,000,000 would pay approximately \$155,826.31 for transfer taxes.

3. If the Purchaser obtains a purchase money first mortgage loan from a lending institution, then it will customarily pay at the closing of title the following additional costs: (i) mortgage recording tax in the amount of approximately 2.00% of the mortgage if the mortgage is in the amount of \$500,000 or less and 2.75% if it exceeds \$500,000; (ii) the premium for the mortgage title insurance policy discussed above; (iii) mortgage recording fees based on the rates discussed above; (iv) the lending institution's attorneys' fees pertaining to the mortgage; (v) the lending institution's appraiser's fees; and (vi) origination or other fees. In addition, the Purchaser may be required by the lending institution to deposit monthly with the lending institution a reserve for the payment of real estate taxes and insurance premiums commencing with the date of closing of title to the Unit. The amount of the deposit will be a multiple of the estimated monthly real estate taxes and insurance premiums and will vary in accordance with the date of closing of title to the particular Unit. Sponsor makes no representation as to what additional closing costs may be charged by a particular lender.

If the Purchaser fails to close on the Closing Date, or such other date as may be scheduled by Sponsor for the closing of title to its Unit, for any reason, then (i) the closing adjustments shall be made as of midnight of the day preceding the date originally scheduled for the closing of title to its Unit and (ii) Purchaser shall pay to Sponsor, as a late fee, an amount equal to 0.0411% times the unpaid portion of the Purchase Price for its

Unit for each day's delay, beginning with the date originally scheduled for the date of closing of title to its Unit to and including the day immediately preceding the date of the actual closing of title. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, Sponsor postpones the date of closing of title to a Purchaser's Unit except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the closing for such Unit the amount of any such credit.

4. Each Purchaser shall either: (a) contribute a sum equal to one month of Common Charges for the Unit as set forth in Schedule A, as a portion of the initial working capital for the Condominium; or (b) reimburse Sponsor in the event Sponsor has previously made such a contribution to the Working Capital Fund for such Unit. This contribution is not refundable or transferable if the Purchaser sells its Unit. Unless Sponsor advises the Purchaser to the contrary, it shall be assumed that Sponsor previously made the contribution of one month's Common Charges to the Working Capital Fund for such Unit and each Purchaser shall reimburse Sponsor for such contribution at closing.

5. At the closing for any Unit, adjustments will be made between Sponsor and each Purchaser with respect to (a) Taxes as described in the Footnotes to Schedule A, (b) Common Charges for the month in which title closes, (c) accrued rent and any other charges pursuant to an Interim or Existing Lease, if any, covering the Purchaser's Unit and (d) water charges and sewer rents if separately assessed. Each Purchaser shall pay to Sponsor the amount of any net adjustments in favor of Sponsor. All adjustments shall be made between Sponsor and the Purchaser as of the midnight preceding the date for the closing of title fixed in the original notice of closing for such Unit by Sponsor, whether or not title actually closes on that date, unless the closing is adjourned at Sponsor's request. If the Taxes have not yet been paid for the current fiscal year or the billing period in which the closing date for a Unit occurs, then at Sponsor's option, the Purchaser of such Unit will pay its proportionate share of such Taxes (for such current fiscal year or the current billing period, as Sponsor may elect) to Sponsor on the date on which title closes, and Sponsor will then be responsible for payment of such amount paid by the Purchaser to Sponsor on account of Taxes for the then current tax fiscal year or billing period, as the case may be.

6. If on the date of closing of title to a Unit, there are rents or other sums due to Sponsor from tenants under Existing Leases demising all or part of such Unit for the month in which the

closing occurs and/or the month prior thereto, then the Purchaser shall hold the first monies received from any such tenants in trust for the benefit of Sponsor and promptly remit the same to Sponsor to the extent required to pay such sums due to Sponsor. Without limiting the provisions of this paragraph, Sponsor reserves the right to any rents or other sums due from tenants for any period prior to the date of closing of title to the Purchaser's Unit and reserves the right to bring legal proceedings directly against tenants for collection of any sums due Sponsor from such tenants. If requested by Sponsor, the Purchaser shall join as a party plaintiff in any such proceedings brought by Sponsor and both Sponsor and the Purchaser shall be represented by Sponsor's attorneys in such proceedings. However, Sponsor shall reimburse the Purchaser for its actual and reasonable costs incurred in connection with any such proceedings in which the Purchaser joins as provided above. Where the Existing Leases contain obligations for utility charges, rent escalation for taxes, labor, operating expenses or other factors, percentage rent, insurance, or other forms of additional rent, and Sponsor shall have collected any portion of such charges for a period beyond the date of closing of title to a Unit, then the same shall be apportioned and credit given to the Purchaser for such period. If such charges have not been billed or, if billed, have not been collected by Sponsor as of such date, then the Purchaser shall (a) in good faith and with due diligence bill and collect such charges, and when the amount of such additional rent is determined and collected by the Purchaser from such tenants, the same shall be apportioned as provided in the Purchase Agreement, (b) hold the first monies so received in trust for the benefit of Sponsor and (c) promptly remit the same to Sponsor to the extent required to pay the amounts due to Sponsor for the period up to such date. The Purchaser shall hold any rents or other sums to which Sponsor is entitled pursuant to the Plan in trust for the benefit of Sponsor and promptly remit the same to Sponsor.

7. Each Purchaser will be responsible for the fees and expenses of its own attorney if it chooses to retain one, the brokerage commissions and fees of Purchaser's Broker, if any, and any architects, engineers or other consultants the Purchaser employs in connection with the purchase of a Unit. Each Purchaser shall also be responsible for any move-in costs, including without limitation any costs incurred by such Purchaser in connection with any overtime elevator, freight elevator or loading dock service in accordance with the provisions of the By-Laws and the Rules and Regulations.

8. Each Purchaser shall be required to pay to Sponsor or Sponsor's attorneys a fee for each Unit purchased which will cover the legal and other fees and expenses of processing the sale of the Unit at the same time as the balance of the Purchase Price for the Unit is due and payable under the Plan as follows:

(a) Basic fee for closing of sale, with or without financing (including, without limitation, preparation of the Unit Deed and Power of Attorney, and coordinating and attending the closing as set forth in the Plan) in an amount equal to one quarter of one percent (0.25%) of the purchase price for the Unit. (Note: an additional fee of \$3,000 will be charged if the Purchaser elects to obtain title insurance from a title company other than the Title Company.)

(b) Additional attendance fee in the event that the closing does not occur at the offices of Sponsor's attorneys based on the actual time charges and disbursements relating to travel to and from the closing.

(c) Additional fee if the closing is adjourned for any reason other than at Sponsor's request based on the actual time charges and disbursements relating to the adjournment and rescheduling of the closing.

From and after the closing of title to its Unit, the Purchaser will be obligated for the payment of Common Charges, real estate taxes and assessments, water charges and sewer rents (if separately assessed against the Unit) and all other expenses with respect to its Unit whether or not the Purchaser has taken possession of its Unit.

The mortgage and fee title policy premiums, the recording taxes and charges and the transfer tax rates set forth above are those in effect as of the date of this Plan, and are subject to change. Each Purchaser shall be required to pay the title policy premiums, recording taxes and charges, deed stamps and any transfer taxes in effect as of the date of the closing of title to its Unit.

Sponsor anticipates that the only items which will be apportioned at the closing of title to the Units will be the items described above. If any other items are to be apportioned at closing, Sponsor will advise the Purchaser in writing of those items at least three (3) days before the closing.

Expenses of Offering

Sponsor will pay all of the expenses of creating the Condominium and of making this offering to Purchasers, including the closing costs of Sponsor in connection with this Plan, except for such closing fees to be paid by Purchasers as may be described above and in the other provisions of this Plan. For the most part, these costs paid by Sponsor include legal and other professional fees incurred in connection with the preparation of this Plan, filing fees incurred in connection with submissions to the Department of Law, recording fees for the Declaration, selling commissions of brokers engaged by Sponsor but expressly excluding

Purchaser's Broker, if any, and advertising and reproduction costs of Sponsor.

Closing Adjustments Between Sponsor and Condominium

Sponsor will be responsible for all the required operating expenses of the Property accruing prior to the Condominium Commencement Date. The Condominium shall be required to pay all operating expenses of the Property accruing on or after the Condominium Commencement Date.

The following items will be apportioned between Sponsor and the Condominium as of midnight of the date preceding the Condominium Commencement Date: (a) other than Units C-2, 1-A, Unit SC-6 and Unit SC-7 and part of Unit SC-2, which are subject to the Docks Lease, and which are separately metered, Sponsor shall furnish readings of the meters on the Property to a date not more than thirty (30) days prior to the Condominium Commencement Date and the unfixed water charges and the unfixed sewer rents, if any, based thereon for the interim shall be apportioned on the basis of such last reading; (b) deposits, fees, charges or payments in connection with all permits, licenses, utilities, service and maintenance agreements which are assigned by Sponsor to the Condominium; (c) the cost of fuel on hand, if any, as estimated by Sponsor's supplier and any other supplies on hand; (d) insurance premiums for transferable policies; (e) employees' wages (vacation and severance pay, pension and welfare benefits) and any other payments or obligations relative to employees if any; (f) charges for electricity for the Common Elements; and (g) operating expenses and any other prepaid items. In addition, Sponsor shall pay all installments for assessments due prior to the Condominium Commencement Date and the Condominium shall pay all such installments due after such date.

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Development Rights

Sponsor has reserved for itself for so long as it owns Unit SC-5 and thereafter to the owner of Unit SC-5, to the extent such rights are still existing, all presently unused Development Rights. Sponsor or the owner of Unit SC-5, as the case may be, may transfer the Development Rights to any Person without the consent of other Unit Owners or the Board of Managers and has the exclusive right to hold, modify, amend, supplement, terminate, extend or revoke any and all rights and restrictions relating to the Development Rights and the Parking Lot Parcel contained in the Declaration of Zoning Lot Restrictions executed as of May, 1994 by Sponsor and that certain Zoning Lot and Development Agreement made as of May 20, 1994 by and between Sponsor and the Parking Lot Owner (the "Zoning Lot Agreement"). In connection therewith, each Unit Owner, in consideration for accepting title to a Unit, shall grant to Sponsor and its successors and assigns an irrevocable power of attorney coupled with an interest and granted for valuable consideration to, on behalf of all Unit Owners and the Board: (a) transfer to any Person the Development Rights; and, (b) modify, amend, supplement, terminate, extend or revoke any and all rights and restrictions relating to the Development Rights and the Parking Lot Parcel. This reservation of rights and the power of attorney granted in connection therewith is for the sole purpose of transferring the Development Rights to other real property as and when permitted under the zoning laws, including without limitation a transfer to the Parking Lot Parcel and for terminating any and all rights and restrictions with respect thereto.

Sponsor is entitled to utilize all or any portion of the Development Rights including the then unused Floor Area (as such term is defined in the Zoning Resolution of the City of New York effective December 15, 1961, as amended from time to time) available from both the Property and the Parking Lot Parcel for any purpose other than construction by Sponsor on the Property. Presently, the Property and the Parking Lot Parcel contain approximately 263,500 square feet of unused Floor Area. The Zoning Lot Agreement permits the Sponsor, subject to certain conditions set forth therein, to sell, transfer, encumber, assign or convey all or a portion of the Development Rights attributable to the Property and the Parking Lot Parcel to other properties including, without limitation, the Parking Lot Parcel, which would enable the owner thereof to erect a building on the Parking Lot Parcel, all to the extent permitted under and subject to Applicable Law in effect from time to time. There are presently no vacant lots adjacent to the Property to which the Development Rights could be transferred at this time other than to the Parking Lot Parcel. The effect of a termination of the Zoning Lot Agreement would be that all Development Rights attributable to the Parking Lot Parcel would

revert to that property. The zoning laws may change and permit other transfers or uses of the Development Rights, and Sponsor expressly reserves all rights it may have to transfer the Development Rights to other properties or parties should the laws change to permit Sponsor to do so. Sponsor makes no representation or warranty with respect to the transferability or value of the Development Rights.

None of the Unit Owners nor the Board shall be entitled to any proceeds from the sale or transfer of the Development Rights and/or the termination of the rights and restrictions with respect to the Development Rights and the Parking Lot Parcel, all such proceeds to belong solely to Sponsor.

Units Owned by Sponsor

Notwithstanding any other provision of the Declaration or By-Laws, Sponsor has the right, without the consent of any of the other Unit Owners, or the Board or the mortgagee of any Unit, from time to time, to (a) change any of its Units or any part thereof by changing the layout, number of rooms, or size or number of such Units or by subdividing the same into any desired number of condominium units (or by combining any units resulting from any such subdivision); (b) create and designate a limited common element for the exclusive use of the newly created condominium units; (c) convert space or constituents of its Units into a newly designated limited common element and/or convert and designate a limited common element as a part of the newly created condominium units; (d) combine Units with the consent only of the owners of such Units to be combined; (e) reapportion among any newly created condominium unit resulting from any subdivision (or combination) as provided above the Common Interest appurtenant to the Units; (f) use the Declarant's Easement Zones in any manner as Sponsor determines in connection with any of its rights under the Declaration; (g) amend the certificate of occupancy of all or a portion of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under Article IX of the Declaration. However, by reason of the foregoing, the Common Interest of the other Units may not be enlarged unless the Board consents thereto, except that limited common elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) condominium units as provided above, in which event all costs and expenses of the use, operation and maintenance of and the performance of Work in and to any such limited common elements will be borne exclusively by the Unit Owners of the Units as to which such limited common elements are appurtenant in accordance with the respective Common Interests of such Units. -

Sponsor has the right to grant other Unit Owners certain of the rights described above by designating their Units as "CS Units" in the Unit Deeds to such Units as described in the Section of the

Plan entitled "Rights and Obligations of Unit Owners - Rights and Obligations of Certain Unit Owners".

Sponsor has the right to reflect any of the matters described above in a duly recorded amendment to the Declaration (and the obligation to do so in case clause (b) above applies) or the By-Laws or the Floor Plans, and may further amend the Declaration and By-Laws to provide for the conduct of the affairs of a Unit as subdivided in any manner which does not increase the obligations or decrease the rights of any of the other Unit Owners under the Declaration or the By-Laws, which amendment and the recording thereof shall not require the consent or the signature of the Board and/or other Unit Owners.

Other Rights

Sponsor has the same rights as any Unit Owner to perform any Work in or to its Units or in or to the Common Elements as described in the Section of the Plan entitled "Rights and Obligations of Unit Owners - Work by Unit Owners", subject to certain conditions, including, without limitation, the applicable General Work Conditions described therein. In addition, Sponsor, without the consent of the Board, has the right: (a) to pierce the floor slab of any of its Units for, and install, electric conduits and plumbing waste lines in the ceiling of the Unit below, with the consent of the Unit Owner of such Unit (if other than Sponsor), which consent shall not be unreasonably withheld; (b) to pierce the floor slab of any of its Units for any other purpose with the consent of the Unit Owner of the Unit below (if other than Sponsor); and (c) to pierce floor slabs and walls (including foundation walls) in exercise of its rights to perform Work in the Existing Telephone Closets, the Existing Electrical Closets, the Electrical Vault Corridor and in the Common Elements as set forth in the Declaration; and also has an easement over the Units and the Common Elements in order to do so; provided that, in any such case, a licensed engineer specialized in structural engineering or design certifies to the Board that the structural integrity of the structural components will not be impaired as a result thereof. Sponsor, when conveying any Unit, shall have the right to grant to the Unit Owner of such Unit the rights described above.

Sponsor, so long as it shall own any Unit, shall have the right to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein or to authorize the Board to do so. After the first date on which the Sponsor owns no Unit above the subcellar floor and below the 40th Floor, the foregoing rights shall continue in common with the rights of the Board to use the Easement Zones as described in the Section of the Plan entitled "Rights and Obligations of Board of Managers/Summary of By-Laws.

Sponsor, when conveying any Unit, also has the right to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as Sponsor may elect) to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein, subject to such reservations, apportionments, allocations and limitations as Sponsor may elect.

Sponsor also has the right to collect any income derived from communications Service Equipment installed in the Declarant Easement Zone on the Roofs and has the right, when conveying Unit 41-A, to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as Sponsor may elect) to install communications Service Equipment in the Declarant Easement Zone on the Roofs of the Building and to collect any such income.

Sponsor has the right to grant the "Mid-Rise Elevator Rights" described in the Section of the Plan entitled "Rights and Obligations of Unit Owners."

Sponsor also has the right to apply for tax exemption and/or tax abatement with respect to the Property and/or with respect to any of the Units without the consent of the Board and/or Unit Owners, except with respect to UNDC Units for which consent of the UNDC Unit Owners is required.

Neither the provisions of Article IX, Article XI or Article XII of the Declaration nor any of the other rights and powers of Sponsor under the Declaration or the By-Laws, including without limitation the authority of Sponsor to record an amendment of the Declaration or By-Laws or the Floor Plans pursuant to Article IX of the Declaration, may be abridged, suspended, curtailed, limited, eliminated or otherwise adversely affected unless consented to by Sponsor. The signatures of other Unit Owners and/or the Board shall not be required in connection with any application or other document necessary or convenient to the exercise by Sponsor of any of its rights or powers under Article IX of the Declaration, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created condominium units and reapportionment of assessed valuation by reason thereof. Nonetheless, the Unit Owners and the Board shall execute any such amendments, applications or other documents and under the terms of the Declaration, they grant to Sponsor an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any such amendments, applications or other documents on behalf of the Board and Unit Owners, and any such execution, delivery and/or recording shall not require the consent of the Board or the Unit Owners.

Sponsor's Right of Access

Sponsor, so long as it owns a Unit above the subcellar level and below the 40th floor, has the right to enter any Unit in order to inspect the same or any property therein, subject to certain restrictions contained in the Declaration, and to perform any Work in order to (i) prevent damage to such Unit or to any other portion of the Property; (ii) to remedy any notice of any violation issued against the Property by any Governmental Authority which is an impediment to the sale or financing of any of its Units; or (iii) to remedy any default by any Unit Owner under the Declaration or the By-Laws which shall have continued beyond the cure period, if any, provided for in the By-Laws.

Sponsor also has access to the Units and the Common Elements to use, maintain and make Repairs and Alterations to the Units and the Common Elements in order to fulfill Sponsor's obligations under this Plan.

Sponsor's Liability

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to unsold Units (for so long as Sponsor owns the same), the foregoing sets forth the entire extent of the obligations of Sponsor under this Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements.

Sponsor makes no undertakings or warranties except as hereinabove set forth and none should be implied. Sponsor does not warrant or guarantee the materials, workmanship or any other aspect of the Units or the Common Elements, any personal property or any portion thereof, except to the extent expressly provided in this Plan.

Sponsor's liability to any Purchaser under this Plan, or to the Board with respect to Sponsor's obligations under this Plan shall be limited to the aggregate net proceeds paid to Sponsor from the sale of all Units after payment of, or reserve for, all costs, expenses and liabilities paid or incurred in connection with the promulgation and consummation of this Plan (including, but not limited to, the offering and sale of the Units and the creation of the Condominium). Sponsor has reserved the right to transfer or sell the Units owned by Sponsor. Nothing contained in this paragraph shall limit Sponsor's liability for personal injury (including wrongful death) or shall be in derogation of Article 23A of the General Business Law, Section 5-322.1 or 5-323 of the General Obligations Laws or Part 20 of the Regulations issued by the Department of Law.

Assumption by Condominium

The Condominium shall assume the performance of all obligations (including payment obligations) of Sponsor, if any, accruing on or after the Condominium Commencement Date, under the labor, service, maintenance and concessionaire agreements in effect on such date which have been assigned by Sponsor to the Condominium, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising out of or with respect to such agreements or with respect to the Property and accruing on or after such date.

Survival of Sponsor's Obligations

Sponsor's obligations under the Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed to a Unit affected by such obligation, for the limited time periods set forth in this Plan. However, all obligations of Sponsor under the Plan with respect to any Unit or Unit Owner and under the Purchase Agreement for such Unit with such Unit Owner shall not survive, and shall be deemed satisfied upon, the delivery of the deed for such Unit except as otherwise expressly provided in the Plan or such Purchase Agreement.

Sponsor's Obligation's for Unsold Units

So long as Sponsor retains title to any unsold units, Sponsor shall pay all Common Charges and Taxes with respect to such Units. However, no bond or other security has been furnished by Sponsor and Sponsor's ability to perform its obligations hereunder will depend solely upon its financial condition if and when called upon to perform. No warranty is made that Sponsor will be financially able to perform any or all of such obligations.

Sponsor's Successors

The rights of Sponsor under the Plan and as the Declarant under the Condominium Documents shall inure to the benefit of and be exercisable by Sponsor's successors and assigns. See the definition of Declarant in Article XXV of the Declaration.

Insurance Described in Schedule B

Sponsor shall cause the Condominium to obtain and have in effect as of the Closing Date the insurance described in Schedule B. Such coverage will provide for sufficient coverage for the insurance company to waive any co-insurance requirement or will contain an agreed amount replacement value provision.

CONTROL BY SPONSOR

The affairs of the Condominium shall be governed by the Board. No member of the Board shall receive any compensation from the Condominium for acting as such member. The initial members of the Board will be designated by Sponsor and will resign in favor of new members of the Board to be elected at a meeting of Unit Owners to be held on or before twenty-five (25) days after the Condominium Commencement Date. Such initial members will be three persons and Sponsor presently anticipates that Anne Nelson Zahner, Edward J. Geraghty and Daniel Lux, who are designees of Sponsor, will be the initial members of the Board, although Sponsor reserves the right to designate others. A meeting of the newly elected Board, which shall be comprised of seven representatives of the Unit Owners with at least one (1) member appointed by Sponsor (for as long as Sponsor owns at least one (1) Unit on any floor of the Building other than the subcellar or the 41st floor), shall be scheduled immediately following the first meeting of Unit Owners.

Sponsor will not be entitled to elect a majority of the members of the Board from and after the earlier of the following dates: (a) the third (3rd) anniversary of the Closing Date under the Plan, and (b) the date on which Sponsor owns Units having aggregate Common Interests of less than 50% of the Common Interests of all Units. Upon the earlier of the aforementioned dates (the "Transition Date"), all serving members of the Board elected by Sponsor shall resign, other than the one serving member Sponsor selects to serve as its appointee pursuant to Sponsor's rights under the By-Laws. The vacancies thereby created will be filled by vote of a majority of the remaining members of the Board (excluding Sponsor's appointee) at a special meeting of the Board held for that purpose.

Sponsor may not exercise a veto over expenditures (a) which conform to the budget set forth in Schedule B and which are for the period covered by said budget, (b) which are necessary to remedy any work order by an insurer which is the responsibility of the Board to remedy, or (c) which are required to comply with Applicable Law.

Until the sooner of (i) the date on which Sponsor owns Units having aggregate Common Interests of less than 15% of the Common Interests of all Units, or (ii) the fourth (4th) anniversary of the Closing Date, neither the Board, nor any officer, except upon the written consent of Sponsor shall (a) increase the number or change the type of employees described in Schedule B or provide for services other than those described in Schedule B unless the total annual cost of said employees and of all services to be provided is no greater than the then estimated total cost of employees and of all services described in Schedule B times the CPI Factor; (b) establish reserves or similar funds to undertake any Alterations; (c) change the insurance coverage on the Property from the coverage

described in Schedule B unless the change is an increase in insurance coverage and does not cause an increase in the total annual insurance premiums then due and payable by the Condominium or unless such change is required by the insurance carrier insuring the Property to satisfy coinsurance requirements.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Common Interest

Each Unit has been allocated a percentage ownership of the Common Elements of the Condominium (a "Common Interest") 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. Every Unit Owner will be responsible for its proportionate share of the Common Expenses of the Condominium, based upon its Common Interest (except as otherwise provided in the Declaration or By-Laws), and will have the same proportionate share of any common profits of the Condominium or any distribution upon termination or condemnation of the Condominium.

Description of Unit

A Unit Owner will obtain fee title to the Unit, subject to the Permitted Encumbrances. Generally, in accordance with the Declaration, each Unit consists of the area measured: (a) vertically by the top of the concrete slab floor and the bottom of the concrete ceiling of the Unit and (b) horizontally by (i) the interior face of the brickwork constituting the exterior walls bounding the Unit, (ii) the exterior face of walls separating the Unit from Common Elements, and (iii) the center line of walls separating the Unit from other Units. For a detailed description of the Unit to be conveyed, see the Declaration and Condominium Floor Plans in Part II of the Plan.

Each Unit shall be deemed to include also: (i) the interior face of the brickwork constituting the exterior walls of the Building bounding such Unit; (ii) all of any wall or partition (other than the aforesaid exterior walls) separating such Unit from Common Elements other than the exterior face thereof viewed from the perspective of a person standing within a Unit; and (iii) all doors separating a Unit from the Common Elements; provided, however, that (a) each Storefront shall be deemed to be part of the Unit on which it fronts; (b) the doors of Unit 1-E shall be part of such Unit; and (c) if any limited common elements are created, any door separating a Unit from limited common elements to which it is appurtenant shall be deemed to be part of such Unit.

Description of Common Elements

The Common Elements of the Condominium consist of the entire Property other than the Units. A Unit Owner will have an undivided interest in all of the Common Elements. The Common Elements may not be divided or partitioned except as provided in the Condominium Act.

More specifically, the Common Elements consist of the portions of the Property designated on the Floor Plans as Common Elements and include (even if located within the dimensions of a Unit) the following now or hereafter existing: (a) the Land; (b) any foundations, columns, girders, beams, supports, concrete floor slabs and concrete ceilings; (c) those portions of exterior walls of the Building lying beyond the interior surface of the brickwork, viewed from the perspective a person standing within the Building, (d) the exterior surface of all walls and partitions separating Units from Common Elements, viewed from the perspective of a person standing within such Unit (e) (i) all Roofs, (ii) all stairs and stairways other than any (A) now existing and not shown on the Floor Plans to be Common Elements or (B) hereafter installed by a Unit Owner, (iii) all doors, entrances and exits leading to the Building from the outside or from the Building to the outside and (iv) all doors separating a Unit from Common Elements; provided, however, that the Storefronts and the door of Unit 1-E shall not be Common Elements; (f) all windows other than Storefront windows; (g) the following utility and service systems: (i) the electrical system of the Building, excluding any portions thereof (A) beyond any disconnect switch serving any Unit or (B) hereafter installed by a Unit Owner; (ii) the water supply system of the Building (including the sprinkler system), excluding any portions thereof (A) beyond any shut-off valve serving any Unit or (B) hereafter installed by a Unit Owner; (iii) the water return (sewer) system of the Building, excluding any portion thereof (A) located within a Unit and serving any such Unit or (B) hereafter installed by a Unit Owner; (iv) the gas supply system of the Building, excluding any portions thereof which do not serve any Common Element; (v) the steam supply system of the Building excluding any portions thereof which do not serve any Common Element; (vi) the perimeter zone HVAC system of the Building including the perimeter induction units and controls therefor located in any Unit, but not including the enclosure enclosing any such perimeter induction unit; (vii) the interior zone, first floor, concourse and subcellar HVAC system of the Building excluding any portions thereof (A) beyond any damper on the horizontal portion of the air trunk duct serving any Unit, or (B) hereafter installed by a Unit Owner; (viii) any supplemental chilled or condenser water riser hereafter installed by the Board or Sponsor serving no less than all the Units above the first floor and below the 40th floor; (ix) any chilled or condenser water producing equipment furnishing chilled or condenser water to the Common Elements referred to above; (x) the exhaust system of the Building, excluding any portions thereof located (A) within a Unit

and serving only such Unit or (B) hereafter installed by a Unit Owner; and (xi) the life safety system of the Building, excluding the terminal devices within a Unit and the conduits, wires and cables connecting such devices to the data gathering panel serving such Unit, but not excluding such data gathering panel; (h) all elevators and elevator systems (other than (A) the dumb waiters located in Units 2, 3 and 4 or (B) elevators or elevator systems or escalators or escalator systems hereinafter installed by a Unit Owner), and all shafts and ducts serving such elevators; (i) the fans serving the first floor of the Building located within the mezzanine area of the ceiling of Unit C-4; (j) the mail chutes, mail boxes and mail collecting areas except for those mail chutes and mail boxes hereafter installed by a Unit Owner; (k) the mezzanine area in the ceiling of Units 1-A and 1-C as shown on the Floor Plans; and (l) to the extent not specifically made or defined to be part of a Unit or specifically excluded from Common Elements by other provisions of the Declaration, all other equipment apparatus and installations and other parts of the Property the common use of which are necessary or convenient to the existence, maintenance or safety of the Property.

As used above in clauses e(ii), (g)(i), (g)(ii), (g)(iii), (g)(vii), (g)(x), (h) and (j), the phrase "installed by a Unit Owner" shall not include installed by Sponsor if: (i) for the common benefit of all Unit Owners; (ii) to enable any Unit Owner to obtain from any Building Systems the type and level of service generally available from such Building Systems existing on the date of the Declaration; (iii) in connection with Repairs to the Common Elements; or (iv) in connection with upgrades to Building Systems or renovations to the Building lobby. Any Alterations to the Common Elements performed by Sponsor shall be deemed to be Common Elements.

Sales and Leases of Units

Except as set forth below, each Unit Owner may sell or lease its Unit without restriction.

Title to a Unit may not be conveyed by a Unit Owner unless all unpaid Common Charges and liens against such Unit (other than any mortgages) are paid and satisfied at or prior to closing. In addition, a conveyance of a Unit by a Unit Owner must include the appurtenant Common Interest for such Unit.

During the first two years following the Closing Date, any Unit Owner desiring to sell its Unit must first give Sponsor notice of its intention to sell such Unit and an opportunity to purchase such Unit at the same price and on the same terms as are offered in good faith by a prospective purchaser as more specifically provided in the By-Laws. If Sponsor does not elect to purchase such Unit by giving written notice as provided in the By-Laws to such Unit Owner within ten (10) business days after receipt of the Unit Owner's

notice of intention to sell described above, then the Unit Owner will have a period of ninety (90) days to enter into a written agreement with the prospective purchaser embodying the terms set forth in the notice. If such written agreement is not executed by the Unit Owner within the ninety day period, or the sale is not consummated on or before the intended closing date which is provided in the notice, then the Unit Owner will be required to again offer the Unit to Sponsor as described above before entering into such sale.

The sale restrictions described above shall not apply to (i) any sale by a UNDC Unit Owner of Units 10, 11, 12 or 13 or (ii) any sale of a Unit by a UNDC Unit Owner to (A) a Governmental Authority, (B) an International Organization or (C) any mission to the United Nations or any foreign government for use as a mission to the United Nations; (iii) any mortgage foreclosure sale or delivery of a bona fide deed in lieu of foreclosure; or (iv) any sale by a mortgagee or its nominee who has acquired title to any Unit at any foreclosure sale or by a bona fide deed in lieu of foreclosure.

Leased Units

A Purchaser of a Leased Unit shall continue to be bound by all of the rights of the existing tenants or occupants thereof as long as such occupancy continues.

Upon acquiring title to a Unit which is subject to an Existing Lease, the Purchaser will become the landlord of the tenant or occupant thereof and the latter will become the Purchaser's tenant. The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the Existing Lease then in effect with such tenant. Further, the Purchaser will be subject to any rights and duties required by Applicable Law. In addition, the Purchaser will succeed to and assume all of Sponsor's rights and obligations as the landlord of such tenant or occupant, including, but not limited to Sponsor's right to receive the rents reserved in the Existing Lease and Sponsor's obligation to perform all of the duties of the landlord under the Existing Lease. The Purchaser alone will bear the entire costs and expenses in connection with such rights and obligations as the landlord under the Existing Lease including, but not limited to, any legal fees and litigation expenses for enforcing the Existing Lease and obtaining possession of the Unit. The Purchaser will be obligated to perform the duties of the landlord of such tenant or occupant even though the rents reserved under the Existing Lease may be insufficient to pay the cost of such performance. In addition, the Purchaser will be required to pay all Common Charges assessed against it by the Board, regardless of whether such Common Charges are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received. Should any Existing Lease require services be provided to the tenant

thereunder which under the terms of the Declaration and By-Laws may only be provided by the Condominium or are under the exclusive control of the Board, then the Condominium shall provide such services to the tenant under such Existing Lease. Notwithstanding the foregoing, if such services are in excess of or vary from the services provided to Unit Owners under the Declaration and the By-Laws, then all additional costs and expenses incurred by the Board in connection therewith shall be assessed as a Common Expense against the Unit or Units demised under such Existing Lease and will be payable by the Unit Owner or Unit Owners thereof. At closing, Sponsor and the Purchaser will sign and deliver to each other an agreement (in form and substance satisfactory to Sponsor) in which Sponsor will assign to the Purchaser, without recourse or warranty, all of its rights under the then Existing Lease for the Unit and the Purchaser will assume full responsibility for, and indemnify Sponsor from, all obligations under such Existing Lease to be performed from and after the closing.

Restrictions on Occupancy and Use

The Units may be used for any lawful purpose permitted under the Zoning Resolution of the City of New York and other Applicable Law subject to any use restrictions contained in the Existing Leases for so long as such Existing Leases remain in effect; provided, however that no Unit may be used (a) for any residential, obscene or pornographic purpose or (b) for any entertainment establishment requiring approval as, or issuance of a permit for, a place of assembly by any Governmental Authority (other than restaurants, cafeterias, catering or banquet halls or bars either located below the 2nd floor of the Building or if located on or above the 2nd floor, primarily serving the employees and visitors of the Unit Owner or other Person occupying the Unit in which such use is located).

Notwithstanding the foregoing, the Board by a vote of two-thirds (2/3rds) of the members thereof, may place reasonable additional restrictions on the uses of Units consistent with a first class commercial office building in the Borough of Manhattan, City of New York. However, no such restriction will apply to any Unit until after the first sale of such Unit by a Unit Owner other than Sponsor, and no such restriction will prohibit any Unit from being used for (i) any use for which any Unit at the Property was used during the period when the Unit to be sold was owned by the first Unit Owner of such Unit other than Sponsor so long as such use was otherwise not in violation of the Declaration or the By-Laws (hereinafter referred to as a "Prior Permitted Use"), or (ii) any use substantially similar to such Prior Permitted Use.

The Rules and Regulations annexed to the By-Laws provide, in part, as follows:

1. No Unit Owner shall allow anything whatever to fall from the windows or doors of its Unit or sweep or throw from its Unit any dirt or other substance into any of the Common Elements, except for the use of waste lines in the manner for which intended and not prohibited under the Declaration and the By-Laws. Each Unit Owner shall make its own arrangements for refuse collection and shall, to the extent reasonably possible, retain refuse within its Unit until the carting company it has retained for the removal thereof actually arrives at the Building for the purpose of disposing of same. Each Unit Owner shall obtain extermination services for its Unit at such times as shall be necessary to maintain its Unit free of rats, mice, roaches and other vermin. In the event the Board finds vermin, insects or other pests in any Unit, it may take such measures as it deems necessary to control or exterminate the same, and the cost thereof shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner of such infested Unit.

2. Except as otherwise expressly provided in the Declaration and the By-Laws, the Common Elements, including sidewalks, entrances, corridors and exits, shall not be obstructed or encumbered by refuse or otherwise, and sidewalks, entrances, corridors and exits that are Common Elements shall not be used for any purpose other than ingress or egress to and from the Units.

3. Bulky matter of any description, such as freight, furniture and business equipment, shall be delivered to and removed from the Property only in the freight elevators and through the service entrances and corridors, provided that a Unit Owner at its sole cost and expense, may move large quantities of furniture and equipment into or out of the Building in accordance with special arrangements made with the prior consent of Board, which consent shall not be unreasonably withheld.

4. No Unit Owner shall cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from its Unit. No Unit Owner shall use, play, operate or permit to be used, played or operated any sound making or sound reproducing device in its Unit, except in such manner and under such conditions so that no sound shall be heard outside of the Unit. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress.

5. No Unit Owner shall permit or keep in its Unit any inflammable, combustible or explosive material, chemical or substance, except such products as are required in the normal professional and business use permitted in such Unit.

6. No Unit Owner shall place a load upon any floor of its Unit exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. The Board shall have the right to prescribe reasonable requirements for the weight

and position in any Unit of all unusually heavy objects. All such unusually heavy objects shall be placed and maintained by each Unit Owner at its sole cost and expense in settings sufficient, in the reasonable judgment of the Board, to absorb and prevent vibration, noise and annoyance.

7. No Unit Owner shall permit any individual to enter any telephone or electrical closet within its Unit unless the individual is qualified to do so.

8. Any additional elevator, freight elevator or loading dock service provided to a Unit Owner pursuant to the By-Laws must be requested in writing by Unit Owner at least twenty-four (24) hours in advance and must be for at least a four (4) hour minimum (or such other advance notice and minimum hour as the Board shall reasonably prescribe or as required by any union contract in effect with respect thereto), except if such additional service is required immediately before or after the regular hours for elevator, freight elevator or loading dock service as provided in the By-Laws, then such additional service must be for at least a one (1) hour minimum.

9. Each Unit Owner shall:

(a) Submit for inspection by the Board any governmental license or permit required for the lawful conduct of any business carried on in its Unit;

(b) Keep clean at all times the interior of windows in its Unit (including the frames thereof); and

(c) At no time, either directly or indirectly, use any contractors and/or materials in connection with any Work in its Unit, if the use of such contractors and/or materials would or will create any difficulty with other contractors and/or labor engaged by the Board and/or Sponsor in the maintenance and/or operation of the Building and/or the other Units.

10. Except as otherwise provided in the Declaration and the By-Laws, no Unit Owner shall exhibit, inscribe, paint or otherwise affix any Sign outside its Unit or in or on any part of the Common Elements without the prior written consent of the Board. Each Unit Owner shall have the right to maintain and install Signs in its Unit which are not visible from outside of its Unit and which do not violate any other provisions of the Declaration, the By-Laws or the Rules and Regulations. Each Unit Owner shall have the right to maintain and install Signs in its Unit which are visible from outside its Unit, provided: (i) such Signs do not violate any other provisions of the Declaration, the By-Laws and/or the Rules and Regulations; (ii) such Signs do not advertise any product or any sale, discount or markdowns; (iii) such Signs are not handwritten; (iv) such Signs are stationary and do not use

flashing or neon lights; and (v) the bulbs of such Signs and lights illuminating any such Signs shall be replaced as soon as they become defective or lose their intensity. In the event that a Sign is installed or maintained in violation of any of the provisions of the foregoing by any Unit Owner, the Board may, in addition to any and all other rights provided in the Declaration, the By-Laws and the Rules and Regulations, remove such Sign without any liability therefor, and the expense incurred in such removal shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

The Board, on behalf of all Unit Owners, shall establish and maintain a Building directory. Each Unit Owner shall be entitled to a percentage of space on the directory tablet which is equal to the Common Interest of such Unit Owner's Unit. The Building directory shall be established and maintained by the Board on such terms and conditions as the Board determines from time to time.

11. No animals of any kind shall be kept or harbored in any Unit in the Building, except for seeing eye dogs and except in connection with laboratory use in a Unit, if such use is permitted in such Unit under the Declaration and the By-Laws. In no event shall any animal be permitted on any passenger or freight elevator or in any other portion of the Common Elements, except for seeing eye dogs and except in connection with laboratory use as provided for above.

12. The Board may prohibit admission to the Building outside of ordinary business hours by any person unless the person (i) is known to the Condominium's security guards in the Building; or (ii) has a pass issued by a Unit Owner; or (iii) is otherwise properly identified. The Board may require registration or other recording of all persons admitted to or leaving the Building outside of ordinary business hours.

13. Any additional heat or air-conditioning service provided to a Unit Owner pursuant to the By-Laws using the Building Systems, other than any supplemental chilled or condenser water system, must be requested by a Unit Owner at least four (4) hours in advance for weekday service and at least twenty-four hours in advance for service on weekends and Holidays (or such other minimum advance notice requirements as the Board shall reasonably prescribe or as required by any union contract in effect with respect thereto).

Further restrictions on the use of Units are set forth in the Declaration, By-Laws and in the Rules and Regulations reproduced in Part II of the Plan.

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage its Unit provided that the Board is notified in writing as provided in the By-Laws of the making of such mortgage and the Board receives a conformed copy of the note and mortgage. The By-Laws and the Condominium Act provide certain rights to the holder of an Institutional First Purchase Money Mortgage against a Unit, including that the lien of the first mortgage shall have priority over a lien on a Unit for unpaid Common Charges; provided that (a) the terms of such Institutional First Purchase Money Mortgage authorize the holder of the Institutional First Purchase Money Mortgage (the "First Mortgagee") upon any default by the Unit Owner in the payment of Common Charges to accelerate the indebtedness secured thereby and (b) after receipt by the First Mortgagee of notice from the Board that such default has continued beyond applicable notice and grace periods, the First Mortgagee promptly either (i) commences a foreclosure action and diligently prosecutes such action to conclusion or (ii) cures or causes such default to be cured.

Common Charges - Determination and Assessment

The Board determines the amount of Common Expenses. Common Expenses include, without limitation, the expenses of maintaining and operating the Common Elements and the types of expenses set forth in Schedule B which covers the first year of operation of the Condominium. In the discretion of the Board, the Common Expenses may also include reserves, working capital and other sums necessary to carry on the affairs of a condominium.

The Board shall from time to time assess to the Unit Owners, Common Charges to meet Common Expenses, pro rata in accordance with their relative Common Interests, except as otherwise provided in the Declaration and By-Laws.

The Common Expenses set forth in Schedule B do not include maintenance, repairs or decoration of any of the Units or any portions thereof, payments required pursuant to the terms of the Unit Owners' mortgages, electricity and other utilities consumed within the Units and Taxes. Until the Units are separately assessed, all Taxes with respect to the Property will be treated as a Common Expense as described in Footnote 6 to Schedule A.

The estimated Common Charges projected for the assumed first year of condominium operation which will be collected monthly by the Board (based on the Common Expenses as estimated in Schedule B) are set forth on Schedule A. However, additional services which the Unit Owners may desire or other factors can increase these charges. Each Unit Owner will be required to pay a portion of the Common Expenses equal to the product of the percentage amount of its Common Interest, multiplied by the amount of the Common Expenses (except as otherwise provided in the Declaration or By-Laws), which

shall be levied as a Common Charge against its Unit. Each Unit Owner will also be required to pay its proportionate share of the expenses relating to any limited common elements serving both its Unit and other Units.

At least annually the Board will prepare and furnish to the Unit Owners a budget for Common Expenses. The Board will assess in advance Common Charges against each Unit Owner to meet Common Expenses. Until the Board otherwise determines, the Common Charges will be placed in an account in the name of the Board with Chase Manhattan Bank, with an address at 1 New York Plaza, New York, New York.

Liens for the Non-Payment of Common Charges and Working Capital

The Board shall have a lien against each Unit for its unpaid Common Charges prior to all other liens except liens for the payment of taxes and all sums unpaid on a Institutional First Purchase Money Mortgage, provided the conditions to such priority of lien of the Institutional First Purchase Money Mortgage described above are met. The Board may foreclose the lien in the same manner as a mortgage on real property and in so doing shall be entitled to recover all costs incurred including reasonable attorneys' fees and expenses. Moreover, if any Unit Owner fails to pay any payment of Common Charges within fifteen (15) days of its due date, such Unit Owner shall be obligated to pay a late charge at the rate of \$0.02 per dollar per month or any part thereof for all such overdue Common Charges. The liability of each Unit Owner for the payment of Common Charges thereafter assessed against its Unit shall terminate upon a sale, transfer or conveyance of the Unit in accordance with the provisions of the Declaration and By-Laws. Further, any Unit Owner may convey its Unit to the Board or its nominee on behalf of all other Unit Owners without any compensation and in accordance with the Declaration and the By-Laws. In that case, the Unit Owner shall be exempt from any Common Charges thereafter assessed, but not relieved of its obligation to pay its mortgage. A Unit Owner may not exempt itself from liability for its Common Charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of its Unit. Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against the Unit prior to the acquisition of the Unit by the Purchaser, except as hereinafter provided. A Purchaser of a Unit at a foreclosure sale pursuant to a Institutional First Purchase Money Mortgage against such Unit shall not be liable, and such Unit shall not be subject to a lien, for the payment of Common Charges accrued and unpaid prior to the acquisition by said purchaser of such Unit, provided that the lien of such Institutional First Purchase Money Mortgage was superior to the lien for Common Charges as provided in the Declaration. However, 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.

Work by Unit Owners

General Work Conditions

All Work permitted or required to be performed by any Unit Owner under the provisions of the Declaration and By-Laws must comply with the General Work Conditions applicable to such Work. The General Work Conditions are set forth in Article XII of the Declaration and certain of those conditions are summarized below. The General Work Conditions include, without limitation, the following: (a) the Work must not unreasonably interfere with the use and occupancy of Units owned by other Unit Owners or the use and enjoyment of the Common Elements and must be conducted in a manner which minimizes such interference; (b) the Work must be performed in accordance with all Applicable Law; (c) the Work must not materially adversely affect the building shell, Building Systems or structural components; provided however, the foregoing will not prevent demolition for Work to be performed by the Board or Sponsor (to the extent Sponsor is so authorized) in and to the Common Elements; (d) any Work performed in or to the Common Elements or in a Unit owned by another Unit Owner (other than in the Easement Zones) must be performed by contractors reasonably approved from time to time by the Board, unless the party performing the Work is Sponsor or a Unit Owner owning Units containing in the aggregate more than 100,000 square feet; limiting approval to a single contractor for any connections to the portions of the life safety system constituting Common Elements will be deemed reasonable; (e) any Work to the public portions of the Common Elements must be performed in a good and workmanlike manner and (except for any Work by the Board) with a quality at least equal to the building standard then existing; (f) any Work in or to the non-public portions of the Common Elements or in any Easement Zone must be performed with a quality at least equal to the building standard then existing or comparable to other first class commercial office buildings in New York City; (g) any Work in or to the Common Elements or in a Unit owned by another Unit Owner must be prosecuted diligently to completion; (h) the labor employed for the performance of the Work must be compatible with the labor otherwise employed at the Property; (i) with respect to any Work permitted to be performed in a Unit owned by another Unit Owner (other than in the Easement Zones), any pipes, ducts or conduits installed in connection with such Work must be concealed in the walls, floors or ceilings, or if not feasible, boxed in without materially reducing usable areas of the affected Unit; (j) any damage to the Property or any other any property resulting from such Work must be promptly repaired by the Party causing the damage; (k) the Party performing the Work must indemnify and hold harmless Sponsor, the Board and all other Unit Owners from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with such Work; (l) all applicable permits required by Applicable Law to be obtained prior to commencement of

any Work must be obtained by the Party performing the Work and copies thereof shall be delivered to the Board prior to commencement of the Work; (m) promptly after the completion thereof, the Party performing the Work must deliver to the Board: (i) copies of all other applicable permits; (ii) in the case of any Alterations, an accurate set of "as built" plans and specifications; and (iii) in case of any Work in or to the Common Elements or in the Easement Zones or in or to any Unit owned by any other Unit Owner, satisfaction by the Party performing such Work, if other than Sponsor, of the applicable insurance conditions; (n) if any Work materially affects the structural components of the Property, the Party performing the Work must have a licensed engineer specializing in structural engineering or design certify to the Board that the structural integrity of the structural components will not be impaired as a result of such Work; except that this requirement will not apply to any Work performed by Sponsor to the exterior windows of the Building; (o) if any Work is to be performed in or to the Common Elements (other than in the Easement Zones) and the estimated aggregate cost of the Work exceeds One Hundred Thousand (\$100,000) Dollars times the CPI Factor, then any Unit Owner performing such Work (other than Sponsor) must prior to the commencement of such Work, post a payment and performance bond or in lieu thereof other security reasonably satisfactory to the Board, unless such Unit Owner: (i) has a mortgage or financing commitment at least equal to the cost of the Work to be performed in or to the Common Elements; or (ii) has outstanding securities rated at least "Baa" by Moody's Investor Services, Inc. or "BBB" by Standard & Poor's Corporation or at an equivalent rating by any nationally recognized rating organization in the United States of America; or (iii) has a liquid net worth as certified by an independent certified public accountant equal to at least twice the estimated cost of the Work to be performed in or to the Common Elements; and (p) the Party performing the Work must also comply with any additional applicable conditions set forth in the Declaration or the By-Laws. See Article XII of the Declaration for a full description of the General Work Conditions.

No Unit Owner (including Sponsor), without the consent of the Board, which consent may be subject to any other conditions the Board may reasonably impose in connection therewith, may: (i) install in any Unit, or for the benefit of any Unit, any disconnect switch which would permit Sponsor or such other Unit Owner to violate the provisions of the By-Laws; or (ii) install in any Unit or for the benefit of any Unit, any shut-off valve for supplemental chilled or condenser water which would permit Sponsor or such other Unit Owner to violate the provisions of the By-Laws; or (iii) perform Work which would disturb or perforate the mastic covering the interior of the exterior brickwork of the Building.

The Unit Owner of Unit 41-A shall not be permitted to install any new or additional Service Equipment on the Roofs of the

Building other than communications Service Equipment and ancillary electrical Service Equipment.

Duty To Repair

Each Unit Owner must make such Repairs to its Unit (excluding any Easement Zone or Common Elements therein) and any Service Equipment serving its Unit as may be required to avoid any material, adverse effect on other Units or the Common Elements. The Unit Owner of any of Units 1-B or 1-D shall make such Repairs to the portions of its Units (excluding any Easement Zone or Common Elements therein) which are visible from the lobby of the Building as shall be required to keep the same in good condition. If any Repairs to the Property or any part thereof are necessitated by the negligence of any Unit Owner, its tenants or visitors or occupants of the Unit, then the entire cost thereof will be borne by such Unit Owner.

Any Work performed in or to the Storefront of any Lobby Unit must be of at least the same quality as that of the Storefront of such Lobby Unit now existing or, at the Lobby Unit Owner's election, that of storefronts on other first-class Manhattan office buildings existing at the time of the Work. Any Repairs or Alterations to any Sign on any Storefront or in any Storefront Zone of any Lobby Unit must be of at least the same quality as that of the Signs now existing or, at the Lobby Unit Owner's election, that of signs on other first-class Manhattan office buildings existing at the time such Repairs or Alterations are performed.

Other Work By Unit Owners

Any Unit Owner has the right to perform: (a) Work in or to its Unit (excluding the Common Elements and Easement Zones located therein), or (b) Work in or to the Common Elements or in any Easement Zone within its Unit or outside its Unit which it has an easement to perform under the Declaration or which it is otherwise authorized to perform by the Declaration.

Any Unit Owner also has the right: (a) to pierce the floor slab of its Unit for, and install, electric conduits and plumbing waste lines in the ceiling of the Unit below, with the consent of the Unit Owner of such Unit, which consent shall not be unreasonably withheld; (b) to pierce the floor slab of its Unit for any other purpose with the consent of the Unit Owner of the Unit below; and (c) to pierce floor slabs and walls (including foundation walls) in exercise of its rights to perform Work in the Existing Electrical Closets and the Existing Telephone Closets and in the Electrical Vault Corridor and the Common Elements on the subcellar floor, as and to the extent permitted under the provisions of the Declaration; and shall also have an easement over the Units and the Common Elements in order to do so; provided that, in any such case, (i) a licensed engineer specialized in

structural engineering or design certifies to the Board that the structural integrity of the structural components will not be impaired as a result thereof; and (ii) the Board consents thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the consent of the Board shall not be required if the foregoing Work is performed by a UNDC Unit Owner.

The Unit Owner of Unit SC-3 and the Unit Owner of Unit C-3 have the right to close off or remove stairways connecting Unit SC-3 and Unit C-3.

If any Unit Owner performs any Work which requires points in the life safety system of the Building in excess of the share thereof allocated to its Unit as set forth on Schedules 3-A and 3-B, as applicable, of the By-Laws, then such Unit Owner will be required to install any additional equipment required to service such excess points.

Any Unit Owner shall have the right to install (a) new or additional telecommunications Service Equipment in the Existing Telephone Closets and (b) new or additional electrical Service Equipment in the Existing Electric Closets (including the installation of Service Equipment to draw electricity from any of the Building's bus ducts as permitted by the By-Laws); provided, however, that the only new or additional Service Equipment installed by any Unit Owner in any portion of the Existing Telephone Closets or the Existing Electrical Closets outside of its Unit shall be pipes, wires, risers, cables, conduits and other lines, or equipment used for drawing electricity from any of the Building's bus ducts as permitted by the By-Laws. Only telecommunications Service Equipment and telecommunications Building Systems Equipment may be installed in the Existing Telephone Closets. Only electrical Service Equipment and electrical Building Systems Equipment may be installed in the Existing Electrical Closets.

Any Unit Owner has the right to install Connective Service Equipment in the Common Elements (other than the public portions of the first floor of the Building) and the Electrical Vault Corridor for the purpose of connecting any of its Service Equipment in the Building, as permitted under any other provision of the Declaration, to and from Building Systems Equipment or other Service Equipment or public or utility lines or facilities. Any Unit Owner has the right to install Service Equipment in the Common Elements located within the subcellar floor of the Building for the purpose of operating any of its Service Equipment installed in the Building, as permitted under any other provision of the Declaration, and/or for the purpose of connecting any Service Equipment installed in the Building to and from Building Systems

Equipment or other Service Equipment or public or utility lines or facilities; provided however, that any such Service Equipment shall not be located in any hallways of the subcellar floor and shall be reasonably consistent with the other uses then being made of such Common Elements.

Any Unit Owner has the right to remove abandoned Service Equipment located in its Unit or in any Easement Zone in which it has the right to install new or additional Service Equipment; provided that not less than ten (10) days prior to doing so such Unit Owner gives notice of its intention to do so to the Board and all Unit Owners. Subject to certain conditions set forth in the Declaration, any Unit Owner has the right to relocate to elsewhere in any of the Units owned by it: (a) any Service Equipment located in any of such Units, whether such Service Equipment to be relocated serves a Unit owned by such Unit Owner or another Unit; or (b) any Building Systems Equipment located in any of such Units.

The rights of Unit Owners described in this Section and in the Plan in general are in each case subject to compliance with the terms and conditions contained in the Condominium Documents.

Generally, except as expressly provided in the Declaration and the By-Laws, a Unit Owner is solely responsible for the cost and expense of any Work it performs, and all cost and expense arising out of or related to Work performed by the Board in and to the Common Elements shall be a Common Expense. Notwithstanding the foregoing, the cost and expense of lowering the elevator call buttons in a Unit as, when and to the extent required by Applicable Law, shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner thereof.

If the consent of the Board is required for the performance of any Work, the Unit Owner, when requesting consent must submit plans and specifications for the Work to its Unit to the Board. The Board has the obligation to answer such written request within thirty (30) days after submittal of plans and specifications by a Unit Owner and failure to do so within the stipulated time period will constitute a consent by the Board to the Work. The Board may hire experts to review the plans and specifications provided by the Unit Owner, in which case the reasonable cost thereof will be payable by such Unit Owner.

Rights and Obligations of Certain Unit Owners

Rights of Unit Owners of CS Units

The Unit Owner of any CS Unit has the right, without the consent of any of the other Unit Owners or the Board, to: (i) subdivide any of its CS Units and, in connection therewith, (a) apportion among the Units resulting from such subdivision the Common Interest of the CS Unit so subdivided, using the methodology

set forth in the Declaration, and (b) designate as limited common elements appurtenant to all or less than all of the Units resulting from such subdivision any part of the CS Unit so subdivided; (ii) combine any of its CS Units and, in connection therewith, establish as the Common Interest of the Unit resulting from such combination the aggregate amount of the Common Interests allocated to the CS Units so combined; (iii) eliminate all or any part of the limited common elements created under clause (i) above and designate the same as a part of a CS Unit; provided that the Unit Owners of all CS Units to which such limited common elements are appurtenant consent thereto; (iv) amend the certificate of occupancy of all or a portion of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under Article IX of the Declaration; and (v) reflect any of the matters described above in a duly recorded amendment to the Declaration or the By-Laws or the Floor Plans (and such Unit Owner shall have the obligation to do so when required by Applicable Law).

No action by the Unit Owner of any CS Unit may change the Common Interest of any Unit other than the Units being subdivided or combined or resulting from such subdivision or combination. All costs and expenses of the use, operation and maintenance of and the performance of Work in and to any limited common elements created will be borne exclusively by the Unit Owners of the Units as to which such limited common elements are appurtenant in accordance with the respective Common Interests of such Units. In addition, the Unit Owners of all Units to which such limited common elements are appurtenant must jointly and severally indemnify and hold the Board, Sponsor and all other Unit Owners harmless from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with the use, operation or maintenance of or the performance of Work in or to any such limited common elements.

Mid-Rise Elevator Rights

If Sponsor conveys (in one or more transactions, related or unrelated) all of Units 11 through 24 to any Person and states in the Unit Deed executed by it covering such Units or in a contemporaneous instrument that the Mid-Rise Elevator Rights (as hereinafter described) are effective, then, subject to the rights of tenants under Existing Leases, the Unit Owner of the Mid-Rise Units shall have the Mid-Rise Elevator Rights. The Mid-Rise Elevator Rights are more fully described in Article XIII of the Declaration and include, without limitation: (a) the exclusive, irrevocable right to use (i) all of the Mid-Rise Elevators; (ii) the Mid Rise Elevator Lobby; and (iii) the Mid-Rise Elevator Reception Area; (b) the exclusive, irrevocable right to control access to the Mid-Rise Elevator Lobby and/or the Mid-Rise Elevator Reception Area; (c) the exclusive, irrevocable right to lock off any floor(s) of the Building on all or any of the Mid-Rise Elevators so long as none of the Base Mid-Rise Units are locked off

of all the Mid-Rise Elevators; and (d) the exclusive, irrevocable right to station one or more employees in the Mid-Rise Elevator Reception Area and/or the Mid-Rise Elevator Lobby.

Any fixed partition erected by a Unit Owner having Mid-Rise Elevators Rights in the Mid-Rise Elevator Lobby must be approved by Sponsor so long as Sponsor owns any Unit above the subcellar floor and below the 40th floor of the Building, which approval will not be unreasonably withheld so long as such partition is designed and erected in a manner consistent with (a) other first class commercial office buildings then existing in the Borough of Manhattan, City of New York and (b) the design and character of the Building lobby then existing or any contemplated upgrade thereof by Sponsor. After such time as Sponsor no longer owns a Unit above the subcellar floor and below the 40th floor of the Building, any such fixed partition must be designed and erected in a manner consistent with (i) other first class commercial office buildings then existing in the Borough of Manhattan, City of New York and (ii) the design and character of the Building lobby then existing.

The Unit Owner of Unit 10 has the right, subject to the rights of tenants under Existing Leases, whenever and for so long as the tenth floor is not locked off any of the Mid-Rise Elevators, to lock off elevators numbered 1 and 8 (as indicated on the Floor Plans for the first floor of the Building) from the tenth floor. The Unit Owner of Unit 10 has the right, whenever and for so long as the tenth floor is not locked off any of the Mid-Rise Elevators, to lock off elevators numbered 17, 18, 19, 20, 21 and 22 (as indicated on the Floor Plans for the first floor of the Building) from the tenth floor. Unit 10 may be locked off from the Mid-Rise Elevators by the Person acquiring the Mid-Rise Elevators Rights.

If the Mid-Rise Units cease to be under common ownership, then the Mid-Rise Elevator Rights will be reserved, allocated, limited and exercised as among the Unit Owners of the Mid-Rise Units as provided by the Initial Mid-Rise Unit Owner in the first Unit Deed upon the delivery of which the Mid-Rise Units cease to be under common ownership or as provided in a contemporaneous instrument; provided, however, that if no provision is made relating to the reservation, allocation, limitation and exercise of the Mid-Rise Elevator Rights as among the Unit Owners of the Mid-Rise Units, then the Mid-Rise Elevator Rights will be reserved, allocated, limited and exercised among the Unit Owners of the Mid-Rise Units by a majority of Common Interest thereof. None of the Base Mid-Rise Units may be locked off all the Mid-Rise Elevators.

Additional Rights

The UNDC Unit Owners have the exclusive right (A) to install new or additional Service Equipment in any UNDC Easement Zone or to relocate within any UNDC Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (B) to author-

ize the Board to install new or additional Building Systems Equipment in any UNDC Easement Zone or to relocate within any UNDC Easement Zone any Building Systems Equipment then existing therein. The rights of the UNDC Unit Owner of any UNDC Unit in or to any of the UNDC Easement Zones will be subject to such reservations, apportionments, allocations, and limitations as may be set forth in the Unit Deed to such Unit executed by the Initial UNDC Unit Owner as grantor.

If there is an Initial UNDC Unit Owner, then: (a) the cooling tower now located in the Third UNDC Reserved Easement Zone; and (b) if the Initial UNDC Unit Owner shall acquire Unit 10, the two cooling towers now located in the Second UNDC Reserved Easement Zone; and (c) the Initial UNDC Unit Owner shall acquire Units 11, 12 and 13 and the cooling tower located in the Unit 11 Easement Zone is abandoned by the tenant under the Existing Lease demising Unit 11, such cooling tower (together, in each case, with any associated risers or other equipment) shall be deemed to constitute Service Equipment serving only UNDC Units and the UNDC Unit Owners shall have the right to: (i) discontinue the supply of condenser water from such cooling towers to any Unit; and/or (ii) install new or additional condenser water risers in order to furnish the condenser water produced by said towers, or any replacements thereof, to any of the UNDC Units.

The rights of the UNDC Unit Owner of any UNDC Unit in or to any of the aforesaid cooling towers and/or any condenser water therefrom shall be subject to such reservations, apportionments, allocations, and limitations as shall be set forth in the Unit Deed to such Unit executed by the Initial UNDC Unit Owner as grantor.

The Unit Owner of Unit C-3 has the right, subject to certain restrictions contained in the Declaration, in the area of the first floor denominated on the Floor Plans as License Zone 1 to construct escalators, elevators and/or stairs for access to and from the front of the Building on the first floor to Unit C-3 and, in connection therewith, to build within Unit C-3 and in License Zone 1 a separate lobby for its Unit.

The Unit Owner of Unit C-4 has the right, subject to certain restrictions contained in the Declaration, in the area of the first floor denominated on the Floor Plans as License Zone 2 to construct escalators, elevators and/or stairs for access to and from the front of the Building on the first floor to Unit C-4 and, in connection therewith, to build within Unit C-4 and in License Zone 2 a separate lobby for its Unit.

The Unit Owner of Unit 1-A has the right, subject to certain restrictions contained in the Declaration and the Rules and Regulations, to operate a cart service in the Building whereby the Unit Owner of Unit 1-A (or such operator) will be permitted to

deliver for sale coffee, pastries, sandwiches and similar items to the various floors at the Building from a food cart.

Each Lobby Unit Owner has the right, subject to certain restrictions contained in the Declaration and the By-Laws, to use, maintain and make Repairs and Alterations to its Storefront, including the expansion of its Storefront within its Storefront Zone and to erect, maintain and make Repairs and Alterations to Signs on the Storefront of its Unit and in its Storefront Zone. Each Lobby Unit Owner also has the right to use the sidewalks adjacent to its Unit, including for the placement of Signs advertising retail space, the operation of a sidewalk cafe and the installation and maintenance of deposit boxes for any banks.

Each Unit Owner owning a Unit located on the first floor of the Building other than the Lobby Unit Owners has the right to install one Sign identifying itself and advertising its services in the Building's lobby and to install one Sign on the exterior of the Building; subject in all cases to the approval of any such Signs by the Board, which approval shall not be unreasonably withheld.

Insurance

The insurance coverage to be provided by the Board for the benefit of each Unit Owner, and a Unit Owner's obligation and right to obtain insurance, is set forth under the "Insurance" heading in the "Rights and Obligations of Board of Managers/Summary of By-Laws" Section. Certain coverages that are not provided by the Board and the availability of additional or supplemental coverages are generally discussed in the insurance footnote to Schedule B.

Each Unit Owner (excluding Sponsor) is required to maintain at all times commercial general liability insurance policies written on the Insurance Service Office form - 1986 or later (containing the so-called "occurrence clause") with respect to ownership, operation, maintenance, use and control against liability for injury or damage to persons or property in or upon the Property, including the sidewalks, and shall be in the minimum amount of Two Million (\$2,000,000) Dollars in the aggregate and One Million (\$1,000,000) Dollars per occurrence and an umbrella liability policy in the minimum amount of Four Million (\$4,000,000) Dollars.

A Unit Owner (excluding Sponsor) must, at its sole cost and expense, maintain or cause its contractor to maintain the following insurance during its performance of any Work, other than Work exclusively within its Unit not affecting any of the Common Elements or Easement Zones: (a) Worker's Compensation and Disability Benefits Insurance as required by the laws of the State of New York and Employer's Liability Insurance; (b) Products/Completed Operations Coverage to the extent such insurance coverage is not included in the Unit Owner's policy required to be

maintained under any of the other provisions of the Declaration and the By-Laws; and (c) installation floater coverage in an amount equal to the cost of the contract for any Work performed in the Easement Zones or the Common Elements, naming such Unit Owner, the Board and Sponsor as their interests may appear, except that such insurance will not be required if the estimated cost of the Work in the Easement Zones and the Common Elements is less than One Hundred Thousand (\$100,000) Dollars times the CPI Factor.

Each Unit Owner may carry supplemental or additional insurance for its own benefit, provided that all such policies contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Board is not affected or diminished by reason of any such supplemental or additional insurance carried by such Unit Owner.

Rights of Access

As more fully set forth in the Declaration, the Board of Managers may enter any Unit in order to inspect same or to perform any Work in order to: (1) prevent damage to such Unit or to any other portion of the Property; (2) to remedy any notice of any violation issued against the Property by any Governmental Authority which is an impediment to the sale or financing of any Unit; or (3) to remedy any default by any Unit Owner under this Declaration or the By-Laws which shall have continued beyond the cure period, if any, provided for in the By-Laws.

Whenever in the Declaration or the By-Laws, Sponsor, the Board or any Unit Owner is permitted to enter another Unit Owner's Unit: (a) such right of entry must be at such times reasonably convenient and on prior notice to such Unit Owner, except in the event of an emergency; (b) such right of entry must not unreasonably interfere with the normal use and enjoyment of such Unit and the Common Elements; (c) the Unit Owner of the Unit being entered has the right to have a representative present at all times during such entry; and (d) the party making such entry must comply with any reasonable security procedures and reasonable security requirements of the Unit Owner or other occupant of the Unit being entered.

Right to Cure of Registered Mortgagees and Registered Tenants

A Unit Owner who mortgages its Unit must notify the Board of the name and address of its mortgagee and file a conformed copy of the note and mortgage with the Board. Any mortgagee for whom the Board has received the foregoing notice is called a "Registered Mortgagee". The Board is obligated to promptly report to each Registered Mortgagee of a Unit any default by the Unit Owner of such Unit in the Unit Owner's payment of Common Charges. The Board is obligated to accept payment of any sum or performance of any obligation required to be paid or performed by a Unit Owner pursuant to the provisions of the Declaration or the By-Laws from

or by any mortgagee of such Unit Owner's Unit with the same force and effect as though paid or performed by such Unit Owner.

Any tenant under any lease demising at least fifty percent of any Unit may register with the Board by furnishing to the Board a statement of its name and address, the date of its lease, a description of the premises demised to it, and the last date on which such lease is scheduled to expire. Any tenant having so registered is called a "Registered Tenant". The Board is obligated to promptly report to each Registered Tenant of a Unit any default by the Unit Owner of such Unit in the Unit Owner's payment of Common Charges. The Board is obligated to accept payment of any sum or performance of any obligation required to be paid or performed by any Unit Owner pursuant to the provisions of the Declaration or the By-Laws from or by any Registered Tenant of any Unit with the same force and effect as though paid or performed by such Unit Owner.

Compliance with Terms of Declaration,
By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration and the By-Laws and the Rules and Regulations thereunder. Failure to comply is grounds for an action for damages or injunctive relief, or both. The By-Laws, together with the Rules and Regulations thereunder, will be recorded with the Declaration in the Office of the City Register, New York County.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS/SUMMARY OF BY-LAWS

The Condominium is an unincorporated association which is created by virtue of submission of the Property to the provisions of the Condominium Act in accordance with the Declaration and By-Laws set forth in Part II of the Plan. Summarized below are certain provisions of the By-Laws, including certain of the provisions relating to governance of the Condominium. A Purchaser should review in detail the full text of the Declaration, By-Laws, and Rules and Regulations thereunder which are set forth in Part II of the Plan.

Except as provided below, any member of the Board may be removed with or without cause by a vote of a Majority in Common Interest of Unit Owners. Any member of the Board appointed by Sponsor pursuant to the provisions of the By-Laws or by any 15% Unit Owner pursuant to the provisions of the By-Laws may be removed by a vote of a Majority in Common Interest of Unit Owners only for cause. Any member so removed will be replaced by Sponsor or by the 15% Unit Owner who appointed such member, as the case may be. If a member of the Board was appointed by Sponsor pursuant to the provisions of the By-Laws then such member may be removed, with or without cause by Sponsor. If a member of the Board was appointed pursuant to the provisions of the By-Laws by a 15% Unit Owner, then

such member may be removed with or without cause by such 15% Unit Owner. The Board may, by the affirmative vote of a majority of its members, remove any officer, either with or without cause.

Powers and Duties of Board

Subject to Applicable Laws and the Declaration and the By-Laws, the powers and duties of the Board include, without limitation, (a) the operation, and maintenance of and performance of Work in and to the Common Elements, (b) determination and collection of the Common Charges, (c) amending the Rules and Regulations, (d) having bank accounts and investing funds for the Condominium, (e) selling, leasing, mortgaging or otherwise dealing with Units acquired by the Board or its designees, (f) obtaining insurance for the Property, adjusting claims, and performing Work in and to the Common Elements after a casualty or condemnation, (g) enforcing obligations of Unit Owners, (h) borrowing money on behalf of the Condominium, and (i) acting as an agent for Unit Owners in connection with a protest of Taxes.

Notwithstanding the foregoing, the consent of Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all Units is required for any borrowing if the aggregate outstanding balance of principal and accrued interest of all borrowings on behalf of the Condominium would exceed \$1,000,000 times the CPI Factor. No lien to secure repayment of any sum so borrowed may be created on any Unit or its Appurtenant Interest without the consent of the Unit Owner of such Unit.

In addition, the approval of Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all the Units is required whenever any individual Alteration or any combination of related Alterations to the Common Elements is estimated by the Board to cost more than one million (\$1,000,000) dollars times the CPI Factor or any Alterations in any one fiscal year are estimated by the Board to

cost individually or collectively in excess of one million (\$1,000,000) dollars times the CPI Factor.

The consent of Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all the Units is also required for the granting of easements, leases, licenses and concessions through or over the Common Elements.

The potential personal liability of the Board is discussed under the heading "Liability of Board, Officers, and Unit Owners" which appears later in this Section.

Voting by Unit Owners

At each Unit Owner's meeting, each Unit Owner will be entitled to cast one (1) vote at all meetings of the Unit Owners for each one-one hundredth of one percent (1/100%) of Common Interest applicable to its Unit.

Except as provided below, each Unit Owner in the Condominium, including Sponsor, will be entitled to vote for members of the Board based on their Common Interest. Upon the earlier to occur of (i) the third anniversary of the Closing Date or (ii) the date on which Sponsor owns Units having aggregate Common Interests of less than 50%, Sponsor shall not be entitled to vote for members of the Board. Sponsor shall be entitled to appoint one member to the Board so long as it owns a Unit above the subcellar and below the 40th floor of the Building. See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further discussion.

Each 15% Unit Owner will be entitled to appoint one (1) member of the Board for each 15% of the Common Interests of such 15% Unit Owner's Units (hereinafter referred to as a "15% Interest"). Such appointments may be made by a 15% Unit Owner delivering written notice thereof at or before at any meeting of Unit Owners for the purpose of electing any member of the Board. The total number of votes a 15% Unit Owner will be permitted to cast in any election of members to the Board will be reduced by 1,500 for each member of the Board appointed by such 15% Unit Owner.

The vote of a Majority in Common Interest of Unit Owners present in person or by proxy at a meeting at which a quorum is present will be binding upon all Unit Owners for all purposes except as provided above with respect to the election of the members of the Board and as otherwise provided in the Declaration or the By-Laws.

Meetings of Unit Owners

After the first meeting of the Unit Owners described above (see the Section of the Plan entitled "Control by Sponsor"), the

By-Laws provide that annual meetings are to be held on the last Thursday of April of each succeeding year unless such day is a Holiday, in which event the meeting will be held on the next succeeding business day. At such meeting, the Unit Owners will elect members of the Board and will also transact such other business of the Condominium as may properly come before the meeting.

It will be the duty of the President of the Condominium to call a special meeting of the Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units having aggregate Common Interests of not less than 5% in Common Interest of all the Unit Owners. The notice of any special meeting must state the time and place of such meeting and the purpose thereof. The By-Laws provide that no business will be transacted at a special meeting except as stated in the notice.

Officers

The principal officers of the Condominium will be a President, Vice President, Secretary and Treasurer, all of whom will be elected by the Board. The Board may appoint additional officers. No officer of the Condominium will, except as may otherwise be provided by the Board from time to time, receive any compensation for acting as an officer of the Condominium.

The President will be the chief executive officer of the Condominium, and will have all of the general powers and duties which are incident to the office of President, including presiding at meetings and appointing committees. The President must be a member of the Board. The Vice President performs the duties of the President when it is absent or unable to act. The Secretary keeps the minutes and gives notice of meetings. The Treasurer keeps financial records and deposits funds for the Condominium.

Until the first meeting of Unit Owners, Anne Nelson Zahner will be the President, Daniel Lux will be the Secretary, and Edward Geraghty will be the Vice President, of the Condominium.

Units Acquired by the Board of Managers

The Board may acquire title to a Unit as a result of an action instituted to foreclose a lien on a Unit for unpaid Common Charges or as a result of a Unit Owner conveying its Unit and its Appurtenant Interest to the Board in lieu of payment of Common Charges. While held by the Board, such Unit may be used for any purpose permitted by law for which such Unit may be used pursuant to the Declaration and the By-Laws. No Units held by the Board will carry any voting rights.

Any Unit which is acquired by the Board or its designee will be held by such Board or its designee on behalf of all Unit Owners and the purchase price, closing costs and adjustments payable in connection therewith will constitute a Common Expense. Any net proceeds from the disposition of a Unit will be received by the Board for all Unit Owners or for the Unit Owner for whom such Unit was acquired.

Work in Common Elements or Easement Zones

The Board must make such Repairs to the Common Elements and the Easement Zones as required to keep the same in good condition.

From and after the first date on which Sponsor owns no Unit above the subcellar floor and below the 40th floor, the Board will have the right (a) to authorize others to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (b) to install new or additional Building Systems Equipment, or relocate any Building Systems Equipment then existing, in any Declarant Easement Zone, except, in either case, to the extent otherwise provided in any grant of rights therein made by Sponsor.

The Board has the right to perform: (i) Work in or to the Common Elements (except in the Easement Zones); and (ii) Work in any Easement Zone or in or to any Unit which it has an easement to perform under the Declaration or which it is otherwise authorized to perform by the Declaration.

Repairs After Fire or Other Casualty

Subject to any provisions on reconstruction and restoration rights contained in any Existing Leases, if the Common Elements or any part thereof is damaged or destroyed by fire or other casualty, the Board will, except as set forth below, arrange for the Repairs to be made promptly to the Common Elements and the walls separating the Units from the Common Elements and any other parts of the Property for which the Board has elected to carry insurance covering such damage or destruction. If the insurance proceeds are insufficient to cover the cost of Repairs, then such cost will

constitute a Common Expense. Any surplus insurance proceeds will be paid to all Unit Owners in proportion to the respective Common Interests of their Units, except that no payment will be made to a Unit Owner until there has first been paid, out of its share of such funds, such amounts as may be necessary to reduce unpaid liens on its Unit, in the order of priority of such liens.

If three-fourths or more of the Building is destroyed or substantially damaged and Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all Units do not duly resolve within sixty (60) days from the day of such damage or destruction to proceed to make the Repairs, then the Repairs will not be made and the Property will be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common. In that case the net proceeds of sale, together with the net proceeds of insurance policies, will be divided among all Unit Owners in proportion to the respective Common Interests of their Units, provided, however, that no payment will be made to a Unit Owner until there has first been paid, out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Board will be payable as hereinabove provided in the event of a loss amounting to \$1,000,000 times the CPI Factor or less. However, if such proceeds are in excess of \$1,000,000 times the CPI Factor, then such proceeds will be payable to the Insurance Trustee pursuant to the provisions of the By-Laws. The Travelers Insurance Company will be the Insurance Trustee unless or until replaced by a bank or trust company in the State of New York designated by the Board. The fees and expenses of the Insurance Trustee will be paid by the Board and will constitute a Common Expense.

Insurance

The Board is required to obtain and maintain the insurance required in clauses (a), (c) and (g) below, regardless of whether the same is obtainable at reasonable rates, and to the extent desirable at reasonable rates and determined by the Board to be appropriate, the other insurance set forth below, and the premiums for all such insurance will be a Common Expense except as otherwise provided herein: (a) fire insurance with all risk extended coverage, and vandalism and malicious mischief endorsements, insuring the Common Elements and the walls separating the Units from the Common Elements and covering the interests of the Condominium, the Board and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to 100% of the full replacement value of the portions of the Property required to be insured against loss or damage pursuant to the

foregoing clause (exclusive of foundations and footings), without deduction for depreciation; (b) business interruption insurance, including loss of rents in an amount equal to Common Charges for at least twelve months; (c) worker's compensation and New York State disability benefits insurance and employer's liability coverage covering the employees of the Board; (d) boiler and machinery insurance on equipment constituting part of the Building Systems; (e) water damage insurance; (f) directors' and officers' liability insurance for members of the Board and officers of the Condominium; (g) commercial general liability coverage written on the Insurance Services Form - 1986 or later (containing the so-called "occurrence clause") with respect to ownership, operation maintenance, use and control against liability for injury or damage to persons or property in or upon the Property, including the sidewalks and (h) such other insurance as the Board may determine from time to time.

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Board following the first annual meeting of the Unit Owners shall be in at least the sum set forth in "Footnotes to Schedule B".

All policies of physical damage insurance maintained by the Condominium must contain, to the extent obtainable at reasonable rates, waivers of subrogation and an "Agreed Amount" endorsement and must provide that such policies may not be canceled or substantially modified without at least thirty days' prior written notice to all of the insureds, including all Unit Owners and Registered Mortgagees and the Board. Duplicate originals or certificates of insurance for all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, must be delivered to all Unit Owners and Registered Mortgagees at least thirty (30) days prior to the expiration of the then current policies. Each such policy must contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which must provide that the loss, if any, thereunder will be payable to the mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board and the Insurance Trustee set forth in the By-Laws and described above. Any insurance maintained by the Board may contain such deductible amounts as the Board may determine from time to time.

The premiums for all insurance referred to above will be a Common Expense, except as specifically provided otherwise in the By-Laws.

Liability of Board, Officers and Unit Owners

To the extent permitted by Applicable Law, no member of the Board or any officer or managing agent will have any personal liability with respect to 1) any contract, act or omission of the Board or any managing agent, manager, or officer in connection with

the affairs or operations of the Condominium, or 2) any mistake of judgment, negligence, or otherwise, except in either case for an individual's own willful misconduct or bad faith. The By-Laws require that every contract made by the Board or by any managing agent thereof or any officer state that (a) it is made only as agent for all Unit Owners and such Board or managing agent or officer shall have no personal liability thereon in their capacities as such and shall also provide that the liability of any Unit Owner with respect to such contract shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner's Unit bears to the aggregate Common Interests of all Units, and shall be further limited to such Unit Owner's interest in its Unit so that such Unit Owner shall have no personal liability for such contract. A Unit Owner must, in the same proportion as its Common Interest, indemnify each member of the Board and each officer against any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or related to the performance of such duties as a member of the Board or officer, except those arising out of its own bad faith or willful misconduct. The Board may contract, or effect any other transaction, on competitive terms, with any member of the Board, any officer, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, provided that the Board shall have evidence that the terms of such contract or other transaction are competitive.

Reports, Notice, Books and Records

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, will be submitted by the Board to all Unit Owners and to all mortgagees of Units who have requested the same within four months after the end of each fiscal year.

It will be the duty of the Secretary to give notice to each Unit Owner of record of each annual meeting. The By-Laws provide that the annual meeting is to be held on the last Thursday of April each year, unless such day is a Holiday, in which event the meeting will be held on the next succeeding business day.

In accordance with the provisions of the By-Laws, the Board must promptly advise all Unit Owners, in writing, of the amount of the Common Charges payable by each of them as determined by the Board and must furnish to all Unit Owners copies of each budget on which such Common Charges are based.

Each Unit Owner and each Registered Mortgagee of a Unit will be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

Amendments to Condominium Documents

Generally, subject to certain exceptions regarding Sponsor and rights of certain Unit Owners, any provisions of the Declaration or By-Laws, may be amended, modified, added to or deleted by affirmative vote of not less than eighty (80%) percent of the Common Interests of all Units cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that:

(a) no Unit Owner's vote in favor of any such amendment shall be effective unless all Registered Mortgagees of all mortgages affecting such Unit Owner's Unit shall have consented thereto in writing;

(b) no amendment shall be effective against Sponsor which would, without Sponsor's consent, (i) unreasonably interfere with the sale, lease or other disposition of a Unit owned by Sponsor; (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by the By-Laws or the Declaration to Sponsor; (iii) impose any fee or charge against Sponsor in connection with the sale, leasing, or other disposition or improvement of any of its Units;

(c) no amendment shall be effective against any Unit Owner of a CS Unit which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted to such Unit Owner;

(d) no amendment shall be effective against any Unit Owner granted rights to install new or additional Service Equipment in an Easement Zone under the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such rights;

(e) no amendment shall be effective against any Unit Owner granted rights by Sponsor under the provisions of the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such rights;

(f) no amendment shall be effective against any Unit Owner having any right, power, easement, privilege or benefit under Article XIII of the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such right, power, easement, privilege or benefit;

(g) no amendment shall be effective against any 15% Unit Owner which would, without such 15% Unit Owner's consent, (i) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by the Declaration or the By-Laws to such 15% Unit Owner; or (ii) impose any fee or charge against such 15% Unit Owner in connection with the improvement of any of its Units; and

(h) no amendment shall be effective against any UNDC Unit Owner which would, without such UNDC Unit Owner's consent, (i) unreasonably interfere with the sale, lease or other disposition of its UNDC Units, (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by the Declaration or the By-Laws to any UNDC Unit, or (iii) impose any fee or charge against such UNDC Unit Owner in connection with the sale, leasing, or other disposition or improvement of any of its Units.

Notwithstanding anything to the contrary contained herein, without the consent of every Unit Owner affected by such amendment, neither the provisions of the Declaration nor any provision of the By-Laws (including the Rules and Regulations) relating to the uses for which the Units may be used under Article VII of the Declaration or their respective Common Interests may be amended.

It is also possible that amendments or modifications of or to the Declaration, the By-Laws and the Rules and Regulations, may be necessary, appropriate or desirable in connection with the subdivision or combination of CS Units and/or the offering for sale or lease of all or any portion of Units owned by (or the exercise of certain rights under the Declaration held by) Sponsor, and in connection therewith, Sponsor may, subject to compliance with all Applicable Laws and governmental regulations, if any, cause the Declaration, the By-Laws and the Rules and Regulations to be so amended or modified in accordance with the provisions of the Declaration and By-Laws.

The Rules and Regulations may be amended from time to time by the Board, subject to certain restrictions set forth in the By-Laws.

Termination of Condominium

The Condominium will continue (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property is withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of Unit Owners owning Units having aggregate Common Interests of at least ninety-five (95%) percent of the Common Interests of all Units; provided, however that no Unit Owner's vote in favor of any

such withdrawal will be effective without the written consent of all Registered Mortgagees of such Unit Owner's Unit. In the event of withdrawal, the Property will be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale will be divided among all Unit Owners in proportion to the respective Common Interests of their Units; provided, however that no payment will be made to a Unit Owner until there has first been paid from out of its share of such net proceeds, all liens on its Unit, in the order of priority of such liens.

Review of Real Estate Tax Assessments

The Board may act as an agent of each Unit Owner who has given its written authorization to complain or apply to the local and county real estate tax assessment agency or board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Charge against all such Unit Owners a pro rata share of expenses, disbursements, and legal fees paid or incurred in connection with any such complaint or application.

Services

The services to be provided by the Condominium as set forth in the By-Laws are summarized below. Please consult Article V of the By-Laws for a complete description of these services.

1. Water Charges and Sewer Rents. In general, all water charges and sewer rents for water drawn through the Building Systems are to be paid by the Condominium and will constitute a Common Expense. However, if any Unit Owner uses water for purposes other than lavatory, cleaning and pantry purposes ("Other Water") then the water charges and sewer rents allocable to Other Water, determined on the basis of quantity of Other Water and on the costs to the Condominium for such Other Water will be assessed against such Unit Owner's Unit as a Common Expense and will be payable by such Unit Owner. The Board may require that the quantity of Other Water be measured by a submeter. The cost of installing and maintaining the submeter will be assessed against such Unit Owner's Unit as a Common Expense and will be payable by such Unit Owner. The Board and the Unit Owner may agree, in lieu of employing such a submeter, to have the quantity of Other Water measured and determined from time to time by estimates made by a qualified engineer selected by the Board. The fees of such an engineer will be assessed against such Unit Owner's Unit as a Common Expense and will be payable by such Unit Owner.

A Unit Owner may not draw Other Water through the Building Systems in an amount which would have a material adverse effect on

water service elsewhere in the Building. In the event a Unit Owner does so, the Board may either (a) assess against such Unit Owner's Unit as a Common Expense payable by such Unit Owner the cost of any Work required, as determined by the Board, to increase the capacity of the Building Systems or otherwise to cure such adverse effect, or (b) prohibit such Unit Owner from drawing such Other Water through the Building Systems.

The foregoing provisions are not applicable to any separate water or sewer service furnished directly to any Unit Owner by the City of New York or any other supplier and the bill therefor will be such Unit Owner's responsibility. No Unit Owner will be required to obtain all or any part of its water and/or sewer service from the Condominium or through the Building Systems and any Unit Owner may, to the extent that Service Equipment therefor now exists or is installed by such Unit Owner pursuant to the Declaration, obtain all or any part of its water service directly from the City of New York or any other supplier, at its sole cost and expense.

2. Electricity. Each Unit Owner will have the right to draw electricity through the Building Systems for any purpose incidental to the use and occupancy of its Unit and/or operation of its Service Equipment, provided such Unit Owner does not draw electricity in excess of the Permitted Electrical Demand Load (as such term is defined below) applicable to its Unit. A Unit Owner may transfer to any other Unit all or any part of its entitlement to electricity.

The term "Permitted Electrical Demand Load" with respect to any Unit means the sum of: (i) the product of five (5) watts per square foot, multiplied by the area of said Unit as set forth on Schedule B to the Declaration (the "Base Permitted Electrical Demand Load"); plus (ii) such Unit's Allocable Share of the Building's Excess Electrical Capacity.

The term "Building's Excess Electrical Capacity" means the amount, as reasonably determined from time to time by the Board, by which the total electrical service to the Building exceeds the sum of: (i) the Base Permitted Electrical Demand Load of all Units; plus (ii) the demand load of the Common Elements, including a reasonable reserve.

The "Allocable Share" of the Building's Excess Electrical Capacity means: (i) with respect to any UNDC Unit, the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the Common Interest of such UNDC Unit and the denominator of which is the Common Interest of all Units; and (ii) with respect to any other Unit, such portion of the Building's Excess Electrical Capacity as specified by Sponsor in the first instance, so long as it shall own any Unit above the subcellar of the Building. Thereafter, the Board may re-determine the Allocable Share from time to time.

If not already so configured, the Condominium will configure the bus ducts of the Building so that each Unit Owner will be able to draw electricity from its bus duct in an amount equal to ninety (90%) percent of the Base Permitted Electrical Demand Load. If any Unit Owner desires to draw electricity in excess of that amount ("Excess Electricity") and the available capacity of its bus duct is insufficient to safely permit the same to be drawn therefrom, then such Unit Owner will be permitted to draw the Excess Electricity from any other bus duct, subject to certain conditions contained in Section 15 of Article V of the By-Laws. In no event will any Unit Owner be permitted to draw any Excess Electricity from any other bus duct if the effect would be to reduce below the Base Permitted Electrical Demand Load the amount of electricity which the Unit Owner of any Unit served by such other bus duct may draw therefrom.

A Unit Owner will be responsible for the payment of electricity charges incurred in connection with such Unit Owner's electricity usage. Generally, the charges of a utility company with respect to any electricity drawn by a Unit Owner for its Unit or for its Service Equipment through common or Building utility meters (hereinafter "Non-Exclusive Electric Meters") will be assessed as a Common Expense against such Unit(s) and will be payable by such Unit Owner, and the Unit Owner will pay electric charges for a billing period in an amount equal to the product of (A) the amount of electricity (in kilowatt hours without distinction between demand or consumption (hereinafter referred to as "KWH")) drawn by such Unit Owner for its Unit or Service Equipment through any Non-Exclusive Electric Meters during such billing period, multiplied by (B) the Average Cost per KWH for such billing period. The Average Cost per KWH means with respect to a billing period (1) the total charges of the utility company (including demand charges, consumption charges, fuel adjustment and all other charges) for electricity measured by all Non-Exclusive Electric Meters for such billing period divided by (2) the total amount of the electricity (in KWH) drawn through all Non-Exclusive Electric Meters during such billing period.

The amount of electricity drawn by a Unit Owner for its Unit or its Service Equipment through any Non-Exclusive Electric Meter shall be determined from time to time by estimates made by a qualified engineer or consultant selected by the Board from time to time. If and to the extent that any such electricity is measured by a sub-meter measuring only electricity (in KWH) drawn by such Unit Owner for its Unit or Service Equipment, then the amount so measured will be employed in lieu of an estimate, and the amount of any such electricity not measured by such a submeter will be determined by the estimates of such qualified engineer or consultant. The Condominium will, if any Unit Owner requests, install one or more sub-meters measuring only electricity (in KWH) drawn by such Unit Owner for its Unit and its Service Equipment. The cost of installation and maintenance of any such sub-meter

shall be assessed against the Unit to which such sub-meter relates as a Common Expense and shall be payable by the Unit Owner of such Unit.

Any Unit Owner has the right to install and maintain one or more electric meters measuring only the electricity drawn for any of its Unit or Service Equipment (hereinafter "Dedicated Electric Meter"). Any Unit Owner may, to the extent that Service Equipment exists or is installed by such Unit Owner pursuant to the Declaration, obtain all or any part of its electricity directly from any utility or other supplier (including the Power Authority of the State of New York ("PASNY")) and not through the Building Systems. If any Unit Owner or Unit Owners, acting together, obtain any of its or their electricity directly from any utility or other supplier (including PASNY), such Unit Owner(s) shall arrange to be billed directly for any and all charges for such electricity, and such Unit Owner(s) (and not the Condominium) will be responsible for payment of such charges.

3. Heating and Air-Conditioning Expenses. The Condominium will furnish HVAC service ("Base Building HVAC Service") to the Units and the Common Elements between the hours of 8:00 a.m. and 6:00 p.m. on weekdays, excluding Holidays and at such additional times as the Board from time to time elects, in conformance with the specifications set forth on Schedule 2 to the By-Laws. The Condominium will furnish Base Building HVAC Service to any Unit at such other times as the Unit Owner thereof requests and the costs thereof will be assessed against such Unit Owner's Unit as a Common Expense and will be payable by such Unit Owner. The Board may establish reasonable minimum advance notice requirements for any such request or the withdrawal of any such request as well as minimum hours for such request. If the Board or Sponsor installs a supplemental chilled or condenser water riser serving no less than all of the floors of the Building above the first floor and below the 40th floor (a "Supplemental Water Riser") then the Condominium will at all times furnish supplemental chilled or condenser water to the Units and/or any Service Equipment on such floors. Notwithstanding the foregoing, the Board will not be required to install any pipes beyond any Supplemental Water Riser and no Unit Owner will be permitted to draw any supplemental chilled or condenser water in excess of the Permitted Supplemental Water Load applicable to its Unit. The term "Permitted Supplemental Water Load" with respect to any Unit and any Supplemental Water Riser means the capacity of such Supplemental Water Riser or so much of the chilled or condenser water which can reasonably be produced by the Building Systems (including any upgrades thereof or additions thereto made by Sponsor or the Board) as exceeds that required for Base Building HVAC Service, whichever is less, multiplied by a fraction the numerator of which is the Common Interest of such Unit and the denominator of which is the Common Interest of all Units. Any Unit Owner of any such Unit may transfer to any other such Unit all or any part of its entitlement

to supplemental chilled or condenser water. For a discussion of Sponsor's rights in connection with any Supplemental Water Riser installed by Sponsor, see the Section of the Plan entitled "Procedure to Purchase - Tap In Charge."

4. Security. The Condominium will provide at all times on a twenty-four (24) hours per day, three hundred sixty five days per year, an appropriate number of security guards, as determined by the Board, from time to time, to regulate entry to the Building. From 6:00 p.m. until 7:00 a.m. the following day, Monday through Friday, other than Holidays, or during such other times and on such other days as the Board may from time to time determine, provided that such other times are no earlier than 5:00 p.m. and no later than 9:00 a.m., Monday through Friday other than Holidays, and that such other days are not Monday through Friday other than Holidays, the Condominium will permit entry into the Building only upon presentation of proper identification or upon written authorization provided by a Unit Owner. The cost of furnishing security as described herein will be a Common Expense. Any 15% Unit Owner will be permitted by the Board, at such Unit Owner's sole cost and expense, to station one security guard at the main reception desk on the first floor of the Building and to install and maintain telephone Service Equipment at the main reception desk for use by said security guard.

5. Building Mechanical Staff. The Condominium will provide an appropriate building mechanical staff at all times. The cost of furnishing this staff will constitute a Common Expense. Subject to the provisions of the By-Laws and the rights of tenants under Existing Leases, the building mechanical staff complement may be changed by the Board at any time.

6. Elevator Service. Except for breakdowns or to permit Repairs or Alterations to elevators and subject to the provisions of the Declaration, the Condominium will furnish the following passenger elevator service to the Units:

(a) service by all passenger elevators of each elevator bank during the hours of 8:00 a.m. to 6:00 p.m. on a daily basis except on weekends and Holidays and at such additional times as the Board from time to time elects; and

(b) service at all other times by at least one or by more than one passenger elevator of each elevator bank (as the Board elects from time to time).

The cost of the foregoing service will be a Common Expense. If any Unit Owner requests passenger elevator service in excess of the above, then, except for breakdowns or to permit Repairs or Alterations to elevators, the Condominium will be obligated to furnish the same and the costs thereof will be assessed as a Common

Expense against such Unit Owner's Unit and will be payable by such Unit Owner.

Except for breakdowns or to permit Repairs or Alterations to elevators, the Condominium will be obligated to furnish freight elevator service to the Units on a daily basis except on weekends and Holidays during the hours of 7:00 a.m. to 5:00 p.m., during the hours of 5:00 p.m. to 6:00 p.m. solely for use by messengers to the Units, and during the hours of 6:00 p.m. to 12:30 a.m. solely for the cleaning of the Units and the removal of trash from the Units, and at such additional times as the Board from time to time elects. The cost of the foregoing service will be a Common Expense. If any Unit Owner requests freight elevator service in excess of the above, then, except for breakdowns or to permit Repairs or Alterations to elevators, the Condominium will be obligated to furnish the same, subject to the requirements contained in the Rules and Regulations, and the costs thereof will be assessed as a Common Expense against such Unit Owner's Unit and will be payable by such Unit Owner.

7. Loading Docks. Except to permit Repairs and Alterations, the Condominium will maintain loading dock service to the Units: (a) on a daily basis except weekends and Holidays, during the hours of (i) 7:00 a.m. to 5:00 p.m. and (ii) 11:00 p.m. to 4:00 a.m. solely for the removal of trash from the Units; and (b) at such additional times as the Board from time to time elects. The cost of the loading dock service will be a Common Expense. Should a Unit Owner require the use of loading docks at any time other than as provided for above, such additional loading dock service will be provided to the Unit Owner, subject to the requirements contained in the Rules and Regulations. The cost and expense of such additional loading dock service will be assessed as a Common Expense against such Unit Owner's Unit and will be payable by such Unit Owner.

8. Cleaning Services. The Condominium will provide routine cleaning and waste removal services to the Common Elements only, such services to be furnished after 6:00 p.m. on each weekday which is not a Holiday and at such additional times as the Board from time to time elects. The cleaning service will be assessed as a Common Expense. The Condominium will also maintain and keep clean the sidewalks in the front of the Building, including, without limitation, the sidewalks adjacent to the Lobby Units and the entrances of the Building in first-class condition and in conformity with law, and will arrange for removal of snow and ice as quickly as possible, and the cost of such maintenance and removal will be a Common Expense.

9. Window Cleaning. The Condominium will provide window cleaning for the exterior side of all exterior windows of the Building (other than Storefront windows) not less than two (2) times a year, subject to seasonal weather constraints, and at such

additional times as the Board from time to time elects. The cost of furnishing window cleaning services will be a Common Expense. Upon request, window cleaning services may be furnished to any Unit more frequently than as provided above, and the cost of furnishing such additional services will be assessed as a Common Expense against such Unit Owner's Unit and will be payable by the Unit Owner thereof. Each Unit Owner will be responsible for cleaning the interior side of exterior windows in its Unit. Each Unit Owner of a Lobby Unit will be responsible for cleaning its Storefront windows no less than once each calendar year. If any Existing Lease demising a Lobby Unit provides a lesser standard for cleaning the Storefront windows the Unit Owner of such Lobby Unit will only be required to comply with such lesser standard during the term of the Existing Lease unless the Unit Owner is the tenant under such Existing Lease.

Purchasers should inspect the systems with their experts to determine whether existing systems will satisfy their needs. No representations are made by Sponsor as to whether the existing systems are satisfactory.

The services required by the By-Laws to be provided by the Condominium may be more or less than those services required under the Existing Leases. Purchasers of Units subject to Existing Leases are advised to review the Existing Leases to determine the level of services required. See the Sections of the Plan entitled "Existing Leases" and "Rights and Obligations of Unit Owners - Leased Units" for further discussion.

Reserves

The Board has the right to assess Common Charges for such reserves as the Board may determine to be reasonably necessary for general operating costs and expenses, working capital and/or replacement and improvement of Common Elements.

Arbitration

Any dispute, controversy or claim arising out of or concerning the Declaration or the By-Laws in which the only parties are Unit Owners or any Unit Owners and the Board will be determined and resolved by arbitration conducted in the City and County of New York in accordance with the terms of Article XII of the By-Laws and the commercial arbitration rules then applicable of the American Arbitration Association (or any successor thereto with similar function), except the UNCITRAL Arbitration Rules annexed to the By-Laws as Schedule 4 must be used if (i) said UNCITRAL Arbitration Rules are then in effect and extend to the parties and matters involved in the dispute, controversy or claim to be submitted to arbitration, and (ii) an International Organization is a party to such dispute, controversy or claim.

In any such arbitration, the determination of such dispute, controversy or claim by such arbitration will constitute the final determination thereof and will be binding and conclusive upon the parties to such arbitration.

Except as otherwise determined by a majority of the arbitrators, whose determination will be binding and conclusive upon all parties to the arbitration, the expenses of arbitration will be shared equally by the parties to the arbitration, and each of said parties will be responsible for the fees and expenses of its own attorneys and other representatives.

The arbitrators will apply the law of the State of New York without regard to conflicts of laws principles and will have no power to vary or modify any of the provisions of the Declaration or the By-Laws, and their powers and jurisdiction are thereby limited.

To the extent any dispute, controversy or claim concerns liability for or payment of Common Expenses assessed against a Unit, the Unit Owner of such Unit will pay any portion of such Common Expenses which is not in dispute within ten (10) days after a request by the Board that such dispute, controversy or claim be submitted to arbitration, or simultaneously with such a request that such dispute, controversy or claim be submitted to arbitration, if such request is made by such Unit Owner.

Declaration and By-Laws

A copy of the Declaration and By-Laws is set forth in Part II of the Plan.

TAX STATUS OF CONDOMINIUM

Since the By-Laws provide that the Board will act as agent of the Unit Owners, the Board may take the position that it simply acts as agent for the Unit Owners and is not a separate taxable entity. In such a case, the Unit Owners would include in their gross income, and be taxed on, income derived by the Board. This income may include interest earned from investments on the amounts which are assessed and collected from the Unit Owners, or such other rental income as the Condominium may earn from time to time although no income is budgeted in Schedule B.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Board, such as assessment and expenditure of Common Charges, the Board constitutes an association separately taxable as a corporation. In that event, the Condominium may be deemed to be subject to federal corporate income tax on the amount, if any, by which Common Charges (together with any income earned from other sources, such as interim investments of funds by such association) exceed the current

expenses paid or incurred by the Condominium as are deductible for federal income tax purposes. The Condominium may likewise be subject to the New York State corporation franchise tax and the New York City general corporation tax. The benefits of Section 528 of the Internal Revenue Code, which except certain income earned by a condominium board of managers from income taxation will not be applicable since the condominium is not substantially a residential condominium. For a further discussion of the tax status of the Condominium, see "Counsel's Tax Opinion".

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January 3, 1995

Board of Managers of the
The 633 Third Avenue Condominium
633 Third Avenue
New York, New YorkRe: Condominium Offering Plan for
The 633 Third Avenue Condominium ("Plan")

Gentlemen:

You have requested our opinion concerning the treatment for federal, New York State and New York City income tax purposes of the Common Charges collected or collectible by the Condominium Board of Managers (the "Board").

In connection with rendering this opinion, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law ("State Tax Law"), the Administrative Code of the City of New York (the "City Code") the regulations promulgated under each of said laws, and such other material as we deem relevant. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

I. Deductibility of Mortgage Interest and Real Estate Taxes

Pursuant to the Plan, a Unit Owner will own his Unit and its appurtenant interest in the Common Elements in fee simple, and, once each Unit is separately assessed for real estate taxes as provided in the Plan, each Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner may mortgage his

Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. We render no opinion regarding the deductibility of any expenses incurred (e.g., interest, real estate taxes, Common Charges and cost recovery (depreciation) allowances) in connection with the ownership of a Unit. Each Unit Owner should consult such Unit Owner's own tax advisor concerning the deductibility of any expenditure incurred in connection with ownership of a Unit.

II. Common Charges

Common Charges will be borne by Unit Owners and assessed and collected by the Board. Under Code Section 528, a condominium board may be eligible to elect to be exempt from federal income tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met.

Section 528 permits a condominium management association to elect its benefits only if (a) substantially all of the units are used by individuals for residences, and (b) the condominium management association is:

- (1) organized and operated to provide for the acquisition, construction, management, maintenance and care of association property;
- (2) 60 percent or more of the gross income of the association for the taxable year must consist solely of amounts received as membership dues, fees, or assessments from owners of residential units;
- (3) 90 percent or more of the expenditures of the organization for the taxable year are expenditures for the acquisition, construction, management, maintenance and care of association property; and
- (4) No part of the net earnings of the organization may inure (other than by acquiring, constructing, or providing management, maintenance and care of the association property, and other than by rebate of excess membership dues, fees or assessments) to the benefit of any private shareholder or individual.

Treasury Regulation 1.528-4(b) provides that substantially all of the units will be treated as used by individuals for residences only if at least 85% of the total square footage of all units is used as such residences. Since, pursuant to the Plan, none of the Units are allocated to residential units, the election under Section 528 will not be available. As a result, the tax status of

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the Board will be governed by the rules in effect prior to the enactment of Section 528, under which the tax status of the Board is uncertain.

Since the By-Laws provide that the Board will act as agent of the Unit Owners (Article II, Section 2), the Board may take the position that it simply acts as agent for the Unit Owners and is not a separate taxable entity. In such a case, the Unit Owners would include in their gross income, and be taxed on, income derived by the Board, which may include interest or similar income which is earned from interim investments of the amounts which are assessed and collected from the Unit Owners, and may also include income from any concession and other rental income.

The Internal Revenue Service may take the position that for purposes of those matters administered through the Board, such as the expenditure of Common Charges, the Board constitutes an association separately taxable as a corporation. See, Code Section 7701(a)(3); Treas. Reg. §301.7701-2. In such event, the Board may be deemed to be subject to federal corporate income tax on that portion of the Common Charges that is deemed to constitute gross income of the Board to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by the condominium association) exceeds the current expenses, paid or incurred by the Board, that are deductible for federal income tax purposes. In such case, the Board may likewise be subject to the New York State Corporation Franchise Tax. See, State Tax Commission Advisory Opinions TSB-A-91(23)C (November 8, 1991); TSB-A-91(13)C (May 10, 1991); TSB-A-90(13)C (June 13, 1990); TSB-A-86(6)C (March 12, 1986) and TSB-A-82(4)C (March 22, 1982). Compare, TSB-A-92(4)C (February 28, 1992) (unincorporated condominium whose only source of income is common area charges and interest on the reserve fund is not subject to the corporate franchise tax).

The New York City Department of Finance has held that an unincorporated condominium association is not subject to the New York City General Corporation Tax. However, if the condominium association does not own real property, but acts merely as the agent for the Unit Owners, it will be subject to the New York City unincorporated business tax unless it qualifies and elects under Code Section 528 for federal income tax purposes. FLR-92-120 (October 28, 1992); FLR-92-11 (July 29, 1992).

Even if the Board is treated as a separate taxable entity, published rulings indicate that Common Charges collected by the Board should not constitute gross income of the Board to the extent that such Common Charges are designated for use solely to make specified capital improvements and are maintained in a separate bank account, because either the Board is deemed to receive and

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hold such Common Charges as agent for the condominium unit owner (Rev. Rul. 75-370, 1975-2 C.B. 25) or because such Common Charges are deemed to constitute nontaxable contributions to the capital of the Board (Rev. Rul. 75-371, 1975-2 C.B. 52; cf., Concord Village, Inc. v. Commissioner, 65 T.C. 142 (1975)). However, if treated as contributions to capital, it should be noted that when such amounts (together with any other funds accumulated by the Board) are expended for capital improvements, the Internal Revenue Service may take the position that the capital expenditures benefit the condominium unit owners, and that each condominium owner may therefore be subject to tax on an amount up to his pro-rata share of the amount expended.

If the Board is required to pay any federal, New York State or New York City income or franchise taxes, and an additional assessment is made in order to meet such tax liability, then the additional amount collected through such assessment make itself be subject to tax. See, Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 C.B. 19.

We express no views as to any federal, New York State or New York City tax consequences, or as to any aspects of the Plan, other than those consequences and aspects explicitly discussed in this opinion, or as to the tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. This opinion does not deal with tax consequences which may result from the ownership of a Unit or the leasing of a Unit to others in connection with a Unit Owner's trade or business, for purposes of investment, or for the production of income, or with tax consequences which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Common Elements are acquired and/or leased by the Board. We therefore advise each person contemplating the purchase of a Unit to consult his own tax advisor as to all such tax matters, as well as with respect to the tax matters discussed in this opinion.

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will accept any or all of the views stated above. Moreover, the federal and state laws and regulations and the rulings and decisions thereunder may change and thereby affect the views stated above in whole or in part.

This opinion letter is based upon existing rules of law applied to the facts, assumptions and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event shall we, the Sponsor, the Board, any Selling Agent or any other person be liable either if the Condominium at any time ceases to meet the requirements of Section 528 of the Code, of the New York State Tax Law, or of the

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New York City Code, as amended, or if there are changes in the facts on which we relied in issuing this opinion, or if there are changes in the applicable statutes, regulations, decisional law or rulings on which we relied in issuing this opinion. Furthermore, we shall have no obligation to revise this opinion or advise any party if subsequent developments in the tax laws, regulations or interpretations thereof or any additional facts made known to us after the date hereof may modify or affect in any way the opinions set forth in this letter. This opinion may not be relied on by a person who does not purchase a Unit from you or from a person who is your successor in interest.

You have advised us of your intention to incorporate this opinion in the Plan and we hereby consent thereto.

Very truly yours,


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WORKING CAPITAL FUND

Each Purchaser will be required to pay one month's Common Charges for each Unit purchased at closing of title to said Unit(s) to the Board, for deposit in Working Capital Fund or reimburse Sponsor in the event Sponsor previously made a contribution of one month's Common Charges to the Working Capital Fund for such Unit. See the Section of the Plan entitled "Closing Costs and Adjustments". The Working Capital Fund will be used to pay for items in the budget which will be payable prior to the time that sufficient monthly Common Charges and assessments have accrued to pay these items.

Adjustments between Sponsor and the Condominium on the Condominium Commencement Date for prepaid Common Expenses, will be made from the Working Capital. Net adjustments due Sponsor will be payable as of the Condominium Commencement Date. However, in the event the amount of the Working Capital Fund on the Condominium Commencement Date is insufficient to pay adjustments due Sponsor, then payments of such amount will be deferred and paid to Sponsor without interest, in twelve (12) equal monthly installments commencing one month after the Condominium Commencement Date, in accordance with a promissory note or notes of the Condominium to be delivered to Sponsor on the Condominium Commencement Date pursuant to the Plan.

So long as a majority of the members of the Board are Sponsor's representatives, Sponsor's representatives shall not use the Working Capital Fund to reduce the Common Charges projected in Schedule A.

No funds have been set aside by Sponsor as a reserve fund for capital expenditures.

No representation is made by Sponsor that the Working Capital Fund will be adequate to cover current or future expenses, including repairs or replacements. If additional funds are required over and above the Working Capital Fund for the payment of items not covered by Sponsor's obligations, it may be necessary to increase Common Charges.

Neither the Department of Law nor any other government agency has passed on the adequacy of the Working Capital Fund.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Summarized below are the terms of the management agreement and all of the contracts and leases made or to be made by Sponsor or the Board on or before the Closing Date, which will bind the Condominium on or after the Closing Date and which are not disclosed elsewhere in this Plan.

Management Agreement

On or before the Condominium Commencement Date, the Board on behalf of the Condominium will enter into an agreement with Sandhurst Associates, Ltd., with its principal office c/o Fisher Brothers, 299 Park Avenue, New York, New York 10017, to act as Managing Agent of the Property for a period of one year from the Condominium Commencement Date. For its services, the Managing Agent will receive annual compensation of \$200,000, payable in equal monthly installments. The management agreement will not be assignable by the Managing Agent and may be canceled: (i) by either party, without cause, by giving the other party at least thirty (30) days prior written notice; (ii) by the Board, in the event the Managing Agent fails to properly deal with and account for trust funds; (iii) by the Board, in the event that the Managing Agent shall be dissolved or a petition of bankruptcy is filed against it; or (iv) without limiting the provisions of (i) - (iii) above, by either party for the other party's default of any obligation thereunder after ten (10) days' prior written notice and failure to cure the default within such ten (10) days. If the Condominium cancels the management agreement without cause, the Condominium will be required to pay the Managing Agent a termination fee equal to one-sixth of the annual compensation then in effect, which fee shall be a Common Expense.

The services to be rendered to the Condominium by the Managing Agent, pursuant to the terms of the management agreement, will include (a) billing and collecting Common Charges and other charges; (b) hiring and discharging employees and entering into or renewing utility and service contracts; (c) making periodic inspections of the Property and supervising repairs, services, maintenance, alterations and improvements of and to the Common Elements; (d) purchasing supplies for the Building; (e) maintaining the corporate books and, if requested, preparing agenda and attending Board and Unit Owners' meetings; (f) verifying and paying bills received for services, work and supplies, and paying taxes and mortgage charges; (g) maintaining payroll records and filing withholding tax statements for Building employees; (h) furnishing monthly statements of receipts and disbursements; (i) preparing and submitting annually to the Board an operating budget of the anticipated receipts and expenses for the ensuing year; (j) if requested by the Board, offer for sale, lease or sublease any space or Unit reserved or acquired by the Board; and (k) generally doing all things reasonably deemed necessary or desirable by the Board of the Condominium for the proper management of the Property.

The Managing Agent will not prepare the Condominium's annual certified financial statement or federal, state or city tax returns. Such statement and returns will be prepared by an independent certified public accountant employed by the Condominium at its own cost and expense.

The Condominium will reimburse the Managing Agent for any sums advanced by the Managing Agent for the Condominium's account in payment of any obligation or necessary expense connected with the maintenance or operation of the Building or otherwise. The Condominium will indemnify and hold the Managing Agent harmless from and against any liability, damages, claims, costs and expenses (including reasonable attorneys' fees) arising out of any (i) injury to any person or property in, about or in connection with the Property, from any cause whatsoever, unless such injury is caused by the Managing Agent's own negligence or failure to comply with its obligations under the management agreement and (ii) acts properly performed by the Managing Agent pursuant to the management agreement or the instructions of the Board. The Condominium will carry liability insurance insuring the Managing Agent and the cost of such insurance will be paid by the Condominium as a Common Expense.

At the Board's request, the Managing Agent will be bonded at all times during the term of the Management Agreement under a fidelity bond in favor of the Condominium. The cost of the bond will be borne by the Managing Agent.

Although it is not anticipated that there will be any other contracts binding on the Condominium (except as disclosed above and in the footnotes to Schedule B), Sponsor reserves the right, prior to the Closing Date, upon such terms and conditions to which Sponsor shall agree, to (a) renew, extend or modify any of the contracts summarized above, (b) renew, extend or modify any existing leases or tenancies of Units, and (c) make other or additional leases and/or labor, maintenance, service or concession contracts with respect to the Property. Thus, the rent or other payments to be received and/or paid by the Condominium may be more or less than the amounts shown in Schedule B. However, if (i) any new lease or contract shall be binding on the Condominium for a period of two or more years (or three (3) years in the case of any union contract or residential lease), or (ii) the rent under such new or modified lease materially decreases the income projected in Schedule B, or (iii) the cost of any such new or modified lease or contract materially increases any expense shown in Schedule B, then Sponsor will disclose such term, decrease in income or increase in expense, as the case may be, in a duly filed amendment to the Plan.

Service Contracts

Elevator Maintenance Contract

The Managing Agent has an Elevator and Maintenance Full Service Contract with Millar Elevator Industries for the elevators at the Property having a term expiring on May 8, 1995. See Schedule B for the amounts due Millar Elevator Industries under said contract.

Other than the Elevator Maintenance Contracts, all other service agreements are on a month-to-month basis or expire prior to commencement of the projected first year of condominium operation.

Occupancy Agreement

United Parcel Service currently leases a portion of the Common Elements on the Lobby floor as a month-to-month tenant.

After the Condominium Commencement Date, any leasing or licensing or granting of easements in the Common Elements will require the consent of Unit Owners owning in the aggregate at least seventy-five (75%) percent of the Common Interests.

IDENTITY OF PARTIES

Sponsor is a Connecticut corporation with an address c/o Real Estate Investments, 388 Greenwich Street, New York, New York 10013. The five principals of Sponsor who are most actively involved in the planning and consummation of this plan are Edward J. Geraghty, Lawrence A. Gillis, Jr., Susan Lewis, Joseph W. Sprouls and Anne Nelson Zahner. Each of the said principals has an address in care of Sponsor. Neither Sponsor nor the aforesaid principals of Sponsor have had any prior experience in acting as a sponsor or principal of a sponsor in the conversion of properties to cooperative or condominium ownership in New York State within the last five years.

Other than with respect to routine claims litigation arising out of Sponsor's insurance and related businesses, there are no outstanding judgments against Sponsor.

Sandhurst Associates, Ltd., c/o Fisher Brothers, 299 Park Avenue, New York, New York 10171, is the Managing Agent in connection with the Plan. Among the properties currently managed by the Managing Agent are: 1 N.Y. Plaza, New York, New York and 1,000,000 square feet of 55 Water Street, New York, New York. Managing Agent has not been the Selling Agent in connection with the conversion of any properties to cooperative or condominium ownership.

Rockwood Disposition Services, Inc., 555 Fifth Avenue, 5th Floor, New York, New York 10017-2416, the Selling Agent under the Plan, was formed in 1992. Its principal has been engaged in real estate brokerage, sales and asset management for over 15 years. Rockwood Disposition Services, Inc. is currently or has recently been involved in selling the following commercial or mixed use properties located in New York City: 130 John Street, New York, New York, 32-42 Broadway, New York, New York, The Belnord, 225 West 86th Street, New York, New York, and 1517-1525 Third Avenue, New York, New York.

Although Managing Agent and Selling Agent have no ownership or proprietary interest in Sponsor, the Property, the Condominium or any other individual interest in this transaction, the Managing Agent and Selling Agent may receive fees as compensation for services rendered in their respective capacities as Managing Agent and Selling Agent.

Individuals who are officers, directors or employees of Sponsor, the Selling Agent, the Managing Agent or their affiliates, respectively, may become purchasers of Units.

The Floor Plans and Description of Property were prepared by Swanke Hayden Connell, having an office at 4 Columbus Circle, New York, New York.

Sponsor is represented by Herrick, Feinstein, with offices at 2 Park Avenue, New York, New York 10016, in all matters generally relating to the Plan, including the preparation of the Plan. Sponsor may also be represented by Battle Fowler, with offices at 75 East 55th Street, New York, New York 10022 in matters relating to the negotiation of Purchase Agreements and the closing of transfer of title to Units.

The Secretary of State of New York has been designated to receive service of process for Sponsor and for its principals who reside outside of New York State.

DOCUMENTS ON FILE

Sponsor agrees that copies of this Plan and all exhibits and documents referred to herein shall be on file and available for inspection by prospective Purchasers and by any person who shall have purchased a Unit under this Plan or participated in the offering of such Units without charge and copying at a reasonable charge, at the office of Sponsor or the Selling Agent, and shall remain available for such inspection for a period of six (6) years from the date the Declaration is recorded. Sponsor shall also deliver to the Board a copy of all documents filed in the Office of the City Register, New York County, prior to or concurrently with the closing of the sale of the first unit pursuant to this Plan.

GENERAL

Pending Litigation

There are no lawsuits or other proceedings now pending, or any judgments outstanding, either against Sponsor or the Condominium or any other person or persons, the outcome of which may materially affect this offering, the Property, the rights of existing tenants, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium, or the operation of the Property as a

Condominium. Sponsor reserves the right both 1) to prosecute any tax certiorari proceedings challenging the assessed valuation of the Property, in the tax year in which the Closing Date takes place, and any preceding tax year, in its own name and/or the name of the Condominium, the Board or the Unit Owners by attorneys selected by Sponsor and 2) to settle any such proceedings in its sole discretion and without the consent of the Board or the Unit Owners as set forth in the Footnotes to Schedule A.

Amendments to Plan

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers or others, to revise the terms and conditions on which the Units offered hereby are to be sold, including changes affecting the rights, obligations and liabilities of Purchasers, Sponsor and the Condominium. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If an amendment materially adversely affects the rights, obligations or liabilities of then existing Purchasers, or substantially and materially reduces the undertakings or obligations of Sponsor, Purchasers will be given the right to rescind their Purchase Agreements by notice personally delivered or sent by certified mail to Sponsor within fifteen (15) days after the date of service of the amendment, and Sponsor shall refund any payments made by such Purchaser pursuant to its Purchase Agreement with interest earned thereon, if any, within thirty (30) days of receipt of such notice of rescission. However, such rescission, as to Purchasers who are then tenants of the Building, shall be conditioned on the cancellation of any interim or other lease and surrender of possession of their Units.

No Prior Offering

To Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings in the past five (5) years. Sponsor did receive the No Action Letter to create a condominium and offer and sell certain Units therein to UNDC prior to this offering.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, Sponsor and its agents will not discriminate against any person on any basis prohibited by applicable civil rights laws relating to the sale of the Units offered by the Plan.

This Plan As Fair Summary

This Plan contains a fair summary of the material provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

No person has been authorized to make any representation which is not contained herein. Information, data or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

The documents and reports contained in Part II of this Plan are an integral part of the Plan and should be considered carefully by prospective Purchasers. Merely reviewing the summaries of documents set forth in Part I of the Plan is no substitute for a careful review of the actual documents, some of which are set forth in Part II of the Plan and others of which are available for inspection by all prospective Purchasers at the office of Sponsor. Therefore, prospective purchasers and their attorneys and other financial advisors should read the entire Plan, which consists of Part I and Part II, and should review all documents in connection with the Plan.

SPONSOR'S STATEMENT OF PRESENT BUILDING CONDITION

Sponsor adopts the "Description of the Property for 633 Third Avenue, New York, New York" prepared by Swanke Hayden Connell Architects, dated June 24, 1994 as revised as of August 10, 1994, "Asbestos Materials Inspection Survey" for the property located at 633 Third Avenue, New York, New York prepared by GCI Environmental Advisory, Inc., dated June, 1994, and a Local Law # 10/80 Report, dated January 3, 1991 (collectively, the "Reports"), and represents that, to the best of its knowledge, the Reports, which are set forth in Part II of the Plan, accurately state the description and condition of the Property as of the date of the inspections and except as indicated in such Reports.

Each Unit and the Common Elements are offered in "as is" condition as of the closing of title thereto, subject to Sponsor's obligation to: (a) maintain the Common Elements until the Closing Date in substantially the same condition and manner as on the Presentation Date of the Plan reasonable wear and tear, excepted; (b) cause certain violations of record to be cured as described below; (c) make certain repairs recommended in the Local Law #10/80 Report dated January 3, 1991 (the "Local Law 10 Report") described below; and, (d) make the payments due under certain contracts for capital improvements to the Property described below.

The air-conditioning system at the Property is presently operated with R-12 freon gas. If the gas were to leak out of the air-conditioning system, then the future repair thereof may require substantial expenditures to retrofit or replace the existing system since freon gas is no longer readily available. In addition, the seal and glazing in the frame of the existing glass pivoting windows at the Property has deteriorated causing water leakage around the glazing (glass stops).

Sponsor will pay for the contract amount under contracts presently in place or subsequently negotiated by Sponsor (individually, a "Contract" and collectively, the "Contracts") covering the capital improvements to the Property described below, in each case in accordance with the specifications set forth in the applicable Contract (collectively, the "Capital Improvement Work"):

(a) Exterior Wall and Window Treatment. All operable windows located in the exterior walls of Units 2 through 39 inclusive are to be sealed and closed. Windows at the Property will thereafter no longer be able to be opened. New caulking is to be provided at the roof penthouse vents and concrete floor slab joint along the perimeter of the 40th floor. This work is scheduled to commence in the spring of 1995 and is to be substantially completed within a reasonable time thereafter, except with respect to Units 11 through 21 inclusive, the Units which are subject to the Mobil Lease, for which the work is not to be completed until after the expiration of the Mobil Lease, unless the tenant consents to the performance of such work prior thereto. Sponsor has entered into a design Contract with Hoffman Architects, 432 Washington Avenue, North Haven, Connecticut and WJE Associates, Inc., 14 Washington Road, Suite 501, Princeton Junction, New Jersey in connection with such work. No Contract has yet been entered into for the performance of this work.

(b) Window Washing Equipment and Related Work. A window washing equipment system will be installed at the Property. The work to install the window washing system is scheduled to commence in the summer of 1995 and is to be substantially completed in a reasonable time thereafter. Sponsor has entered into a design Contract with Entek, Incorporated, 125 Defrest Drive, Troy, New York and with The Office of James Ruperman, 15 West 36th Street, New York, New York in connection with such work. No Contract has yet been entered into for the performance of this work.

(c) ADA Work. The lobby of the Property will be modified to provide Americans with Disabilities Act compliant access into the Building and use of the elevators by the disabled. This work is scheduled to commence upon the Condominium Commencement Date and is to be substantially completed in a reasonable time thereafter. No Contract has yet been entered into for the performance of this work.

(d) Class E System. The existing life safety device system is to be improved and upgraded. This work is scheduled to commence on or before the Condominium Commencement Date and is to be substantially completed a reasonable time thereafter. No Contract has yet been entered into for the performance of this work.

Sponsor will have on file with the Selling Agent for inspection copies of all contracts constituting Contracts it enters

into in connection with the Capital Improvement Work. Sponsor will assign all of the guaranties and warranties, if any, for the Capital Improvement Work to the Condominium upon completion thereof. Sponsor does not undertake to obtain any guaranties or warranties for the Capital Improvement Work in the Contracts or otherwise. Sponsor has no obligation with respect to the Capital Improvement Work other than to pay for the cost thereof pursuant to the Contracts, and Sponsor does not make any guarantees or warranties, in either case express or implied, with respect to the Capital Improvement Work.

In addition to the foregoing, Sponsor may, but shall not be obligated to renovate and remodel the entrance/lobby of the Building and/or install a supplemental condenser water riser at the Building (referred to herein as the "Optional Improvements"). Purchasers shall not be given any right of rescission in the event Sponsor does not elect to make the Optional Improvements.

On or prior to the Condominium Commencement Date or within a reasonable time thereafter, Sponsor will cause to be cured all notices of violations of record as of the Closing Date against the portions of the Property comprising the Common Elements. Purchasers shall accept title to Units subject to any violations of record with respect to such Unit and the Property, subject, however, to the obligations of Sponsor described above. A Purchaser of a Unit shall be responsible to cure any violations of record within such Purchaser's Unit within a reasonable time after the closing of the sale of such Unit.

Pursuant to clause (c) above, Sponsor will make the following repairs noted in the Local Law 10 Report within the time period required by Applicable Law:

A. South Wall

1. Replace chipped glazed bricks where the facing has spalled off at the following locations:

- (a) 40th floor, eastern corner;
- (b) 15th to 16th floor between the 9th and 10th windows from the east corner;
- (c) 18th to 19th floor between the 8th and 9th windows from the east corner;
- (d) 12th floor between 3rd and 4th windows from the east corner and between the 8th and 9th window frames from the east corner;
- (e) 41st floor between the 6th and 7th windows from the east corner; and
- (f) 31st floor between the 2nd and 3rd window from the east corner.

2. Seal exposed vertical steel window framing at 41st floor, west side of the 3rd window from the east facade.

3. Repair a one foot vertical crack in bricks at the 41st floor, 3 inches from the east facade.

4. Repair crack in bricks at the 12th floor between the 8th and 9th windows from the east facade.

B. West Wall

1. Replace chipped glazed bricks where their facing has spalled off on the 24th floor between the 1st and 2nd windows from the south facade.

2. Check discolored bricks at the 5th floor between the 3rd and 4th windows from the south facade to verify stability and replace if necessary.

3. Seal 6-1/2 inch diameter holes in bricks adjacent to "633 Third Avenue" letters (sign) above the first floor revolving door.

C. North Wall

1. Replace two damaged bricks immediately below the roof surface near the 8th louver from the east facade on the eastern end.

2. Replace damaged glazed brick at the 14th floor, 15 feet from the west facade.

D. East Wall

1. Check stability of discolored bricks at the 41st floor, 5 feet from the north facade below the roof coping to verify stability and replace if necessary.

2. Replace missing mortar from two bricks above the 9th floor between the 6th and 7th window from the north facade. Verify stability and replace if necessary.

E. Roof and Parapet

1. Seal exposed rubber coping joints of the east parapet wall at approximately 10 feet from the south facade and approximately 20 feet from the north facade of the main roof.

2. Secure slightly loose 4 foot high drain pipe near the north parapet wall midway between west and east facades of main roof.

3. Seal minor cracks of the east parapet bricks, approximately 25 feet from the south facade and the south parapet bricks, approximately 25 feet from the east corner.

4. Seal the open brick joint at the rubber flashing, approximately 25 feet from the north facade of the east parapet wall.

5. Replace missing mortar from a brick joint of the south parapet wall at the west corner.

6. Investigate the minor ponding on the 10th floor north roof near the west facade and provide any necessary correction.

7. Seal exposed vertical flashing joints of the south parapet wall of the 10th floor south roof where they are open.

8. Seal exposed aluminum coping joint of the south parapet wall at 2 feet, 20 feet and 35 feet from the west facade.

9. Provide missing metal grating over cooling tower exhaust at the 12th floor south roof, 60 feet from the east facade and replace the adjoining corroded grating area.

Please refer to the end of the Section entitled "Description of Property Specifications and Building Condition" in Part II for a listing of any Building Code and/or fire violations as of the date of the searches which appear therein. Sponsor shall, on or before the Closing Date, provide updated elevator inspection and sprinkler system certificates. Sponsor shall also provide, on the Closing Date, an updated list of violations of record.

Notwithstanding the above, once the Plan is declared effective, Sponsor may nonetheless abandon the Plan on the terms and conditions set forth in the Section of the Plan entitled "Effective Date" and upon such abandonment Sponsor shall have no liability to Purchasers hereunder.

PART II

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**DESCRIPTION OF PROPERTY,
SPECIFICATIONS AND BUILDING CONDITIONS**

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DESCRIPTION OF PROPERTY AND BUILDING CONDITIONS

FOR

633 THIRD AVENUE
New York, New York 10017

DATED JUNE 24, 1994
REVISED AUGUST 10, 1994

Prepared for: The Travelers Insurance Company
461 Fifth Avenue, 22nd Floor
New York, New York 10017

Prepared by: Swanke Hayden Connell Architects
4 Columbus Circle
New York, New York 10019

August 10, 1994

The Travelers Insurance Company
461 Fifth Avenue
New York, New York 10017

Re : The 633 Third Avenue Condominium
633 Third Avenue
New York, New York 10017

Gentlemen:

The information listed below was obtained from the building management team, municipal agencies and on-site inspections made on June 9, 15 and 21, 1994.

[1] Location and Use of Property

The address of the property is 633 Third Avenue, New York, New York 10017. It is located at the East side of Third Avenue between 40th and 41st Streets. The parcel is identified as Block number - 1314, lot numbers - a portion of lot 9. The building premises are located at 633 Third Avenue. The site is zoned C 5-3 in SPECIAL MIDTOWN DISTRICT. Permissible use is commercial.

[2] Status of Construction

The building was constructed from 1960 to 1962. There were no substantial alterations made to the building. It is of type class 1 fireproof construction. The Certificate of Occupancy is for commercial building, number - 55951, which is superseded to C. O. No. 55562. The New Building number is 26-1959.

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[3] Site

There is one building on the site. Usage is commercial. The surrounding streets and avenues are owned and maintained by the city. They are paved with asphalt, and appear in good condition. Catch basins for storm drainage are located at each corner of the intersection. There are six (6) street lights on the site -- one at each corner of the four intersections, one at the middle of the block on 41st Street and one at the middle of the block on 3rd Avenue. All appear to function properly.

The sidewalks and the set back plaza are owned and maintained by the building. They are concrete paved with metal nosings and concrete curbs. Though the sidewalks appear newly resurfaced, the sections are not level to adjacent surfaces and may be a tripping hazard. There is metal grating set in the sidewalk off 40th Street. Two (2) stainless steel flag poles are located at the set back plaza, in front of the main lobby entrance. All appear in good condition.

There is no yard or parking area on this property.

[4] Building Size

- i) The building is 548' - 4 1/8" from grade to main roof parapet walls.
- ii) The typical floors feature an under slab cell system for electric and communication cabling and have typical ceiling heights-- 8'-6"
- iii) The building consists of a subcellar, cellar, 1st (main lobby), through 39th floor and two (2) penthouse levels.
- iv) The floor plates size :
 - a. 203 feet x 185 feet from floors 2 through 10, for a total gross of approximately 40,000 square feet.
 - b. 166 feet x 102 feet from floors 12 through 39, for a total gross of approximately 17,000 square feet.
- v) The parapet walls at the set back terraces and roof are a typical height -- 2' - 4 1/8", including approximately 3" thick floor finishes.
- vi) The equipment rooms and location will be indicated in the following space description.

[5] Structure System

- i) The building consists of a steel frame with poured concrete fireproofing and reinforced

concrete slabs. Floors observed are in good condition.

- ii) Exterior walls are clad in Hunter Green glazed brick with black mortar joints. Please refer to the attached independent Local Law 10 report.
- iii) All windows are clear, single pane glass in a bronze anodized aluminum frame. Windows and frames are in fair condition with reported leakage of air and water.

[6] A. Exterior Entrances

- i) Main lobby entrance consists of clear glass swing doors and revolving doors in lockable stainless steel frames. All doors are in good operating condition.
- ii) Main lobby entrance doors are bordered by white marble. (See the attached independent Local Law 10 report.)
- iii) First floor Banking and Restaurant facilities have street accesses. Entries consist of clear glass swing doors and / or revolving doors in lockable stainless steel frames. All doors are in good operating conditions and operated separately from the main building.

B. Loading Dock / Service Entrance

- i) A 3-bay wide loading dock is located on the south side of the building, off of 40th Street, with overhead metal security doors
- ii) The loading dock consists of the following material :
 - a. Concrete platform with metal cast-in-place nosing.
 - b. A wood and metal bumper.
 - c. concrete floor pitched to drain, with an access ramp on the (west) side
 - d. glazed brick walls
 - e. plaster ceiling with minor cracking
 - f. recessed down lights
 - g. all appear in good condition.

- iii) There are metal corner protectors on the column and walls, as well as metal nosing on the concrete curb at the entrance.

[7] Roof Set Back (2nd, 8th, 11th and 12th floors)

- i) Gravel roof ballast appears newly resurfaced, except 2nd floor, and with adequate drainage
- ii) Glazed brick parapet walls with metal flashing and coping. All appear in good condition.

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- iii) Stainless steel tube rail and balustrade on Second Floor.
- iv) Metal tie-down davits are provided at each set back for use by maintenance personnel.

[8] Roof and Roof-Top Structures

- i) Gravel roof ballast appears newly resurfaced, with adequate drainage
- ii) Glazed brick parapet walls with metal flashing and coping.
- iii) Wired glass skylights are provided at the top of stair #1.
- iv) Concrete block and glazed brick structured stair bulkhead
- v) A painted metal vertical ladder with metal pipe railings is attached to the bulkhead
- vi) All roof and rooftop structures including metal coping and handrails are in good condition. There were no visible active leaks.

[9] Fire Shaft and Fire Egress

- i) A fire shaft is located at the interior of the building (between column 5 & 6, E & F), and runs from the second floor through the roof. The shaft appears in good condition.
- ii) The fire shaft is enclosed by concrete beams and brick walls with exposed concrete slab ceiling. An wall opening is provided at the bulkhead
- iii) A fire egress connects to stair #1 on the second floor, and runs through a 1st floor mezzanine out to 40th Street
- iv) Another fire egress connects to stair #4 on the second floor, and runs through a 1st floor mezzanine out to 41st Street
- v) The fire egresses are typically finished as follows :
 - a. concrete floor
 - b. brick and concrete block walls
 - c. exposed concrete slab ceiling. The one connects to stair #4 is painted
 - d. fluorescent light
 - e. with the exception of minor cracking, all appear in good condition.

[10] Fire Stairs

- i) Stair #1 is located adjacent to the fire shaft, runs from the second floor to the roof top and connects to the fire egress on the second floor.

- ii) Stair #2 runs from the first floor to the roof top, and exits to the first floor lobby and roof.
- iii) Stair #3 runs from the first floor to the 11th floor, and exits to the first floor lobby.
- iv) Stair #4 runs from the second floor to the 12th floor, and exits to the 12th floor set back terrace and to a fire egress on the second floor. See [9] iv.
- v) Stair #H, #M and #N all run from the sub-basement to the first floor, and exit to the first floor lobby, 3rd Avenue and 40th Street.
- vi) Stair #J and #P run from the basement to the first floor, and exit to 3rd Avenue and 41st Street.
- vii) Typical fire stairs consist of the following :
 - a. metal pan stair and nosings with concrete-filled treads. Except Stair #N and #P are concrete structured.
 - b. metal pipe railings and balustrades
 - c. concrete slab floor
 - d. painted plaster skin-coated concrete block walls at the typical enclosure. Stair #1 enclosed by brick and poured concrete beams walls.
 - e. concrete slab ceiling
 - f. fluorescent light
 - g. all appear to be in good condition.

[11] Elevators and Elevator Cabs

- i) There are twenty-two (22) passenger elevators and three (3) freight elevators, all of them are produced by the OTIS ELEVATOR CO.; and all are in good operating condition.
- ii) There are six (6) low-rise passenger elevators, eight (8) mid-rise elevators and eight (8) high-rise elevators
- iii) Each passenger elevator has a 4000 lbs or 26 persons capacity. The passenger elevator cabs have typical finishes :
 - a. carpet floor
 - b. wood veneer panelled walls
 - c. coffered metal plate ceiling
 - d. fluorescent light
 - e. cabs observed are in good condition
- iv) One (1) of the three freight elevators (FE3) has 5000 lbs or 27 persons capacity and the elevator cab is finished as follows :
 - a. diamond plate metal floor
 - b. plate metal panel and perforate metal panel walls

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- c. wire cage doors
- d. plate metal ceiling
- f. fluorescent light
- g. the Inspection Certificate displayed inside the cab. Last inspection was on 5/27/93
- v) FE3 freight elevator serving from the sub-basement to first floor is located on the southeast side of the building, appears to be operating satisfactory.
- vi) Two (2) other freight elevators (FE1, FE2) have 4000 lbs or 26 persons capacity each, elevator cabs have typical finishes :
 - a. diamond plate metal floor
 - b. painted plate metal panel walls
 - c. painted plate metal panel ceiling
 - d. fluorescent light
 - e. the Inspection Certificates displayed inside the cabs. Both were last inspected on 6/2/93.
 - f. all appear to be operating satisfactory

[12] Escalators

- i) There are two (2) tenant escalators connecting the basement and first floor of the bank. All are produced by the OTIS ELEVATOR CO..
- ii) Each of the two escalators has a 5060 lbs capacity and is finished in stainless steel with black rubber handrails. All appear in good condition.

[13] Interior Doors and Frames

Typical interior doors and frames are hollow metal. Except as noted in Room Descriptions.

[14] Space Description

All spaces and material were in fairly good condition, except otherwise noted in Room Descriptions.

SUB-BASEMENT:

General:

- [1] There is no apparent deteriorating mortar, spalding, cracks (settlement, compression - expansion, etc.) bulges, leaning, moisture penetration or any other sign of distress in

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foundation walls and cellar floor slabs except as noted below.

- [2] See the attached local law #10 report for conditions at exterior wall brickwork, lintels, parapets, copings and terraces.
- [3] Metal work in sub-cellar and concourse (cellar) level consisted of galvanized ductwork, copper piping and metal handrails. All appear in good condition.

Mechanical Room :

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light
- v) fiber glass insulation on partial walls and ceiling

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Fresh Air Plenum :

- i) concrete floor
- ii) concrete block walls and poured concrete foundation walls with minor cracking
- iii) exposed concrete slab ceiling

Tenant Storage #1 (SC-1):

- i) concrete floors
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Tenant Storage #2 (SC-2):

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Building Electrical Sub-Vault :

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Building Storage #1 (SC-3):

- i) concrete floor
- ii) concrete block walls and poured concrete walls, one door frame damaged. Space divided by wired cage and gypsum board walls, minor cracking appeared on poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Electrical Equipment Room :

- i) concrete floor with minor cracking
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Building Storage #2 (SC-4):

- i) concrete floor
- ii) concrete block walls and poured concrete walls and one gypsum board wall
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Paint Room :

- i) painted concrete floor
- ii) concrete block walls and poured concrete walls and divided by a gypsum board wall from Building Storage # 3
- iii) exposed concrete slab ceiling

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iv) fluorescent light

Building Storage #3 :

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Storage #3 :

- i) concrete floor
- ii) concrete block walls with wired glass windows
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Employee Lounge :

- i) vinyl tile floor, in fair condition
- ii) poured concrete wall and concrete block walls with wired glass vision panel door
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Carpenter Shop :

- i) concrete floor
- ii) poured concrete wall and concrete block walls, divided by gypsum board walls with wired glass vision panel door
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Restaurant Building maintenance Room :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling

Service Corridor :

- i) concrete floor
- ii) concrete block walls
- iii) plaster ceiling
- iv) fluorescent light

Janitor Room :

- i) concrete floor
- ii) concrete block walls and gypsum board walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Tenant Storage #4 (SC-5) :

- i) concrete floor
- ii) concrete block walls and gypsum board walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

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Male Employee's Locker Room :

- i) vinyl tile floor
- ii) painted concrete block walls
- iii) plaster ceiling
- iv) fluorescent light

Men's Room :

- i) ceramic tiles floor
- ii) ceramic tile walls
- ii) plaster ceiling
- iv) fluorescent light

Elevator Machine Room :

- i) painted concrete floor
- ii) painted concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Telephone Switch Room :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Elevator Pits :

not accessible

BASEMENT :

(C-5):

- i) terrazzo floor with stainless steel dividing strips, carpet floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls, divided by glass and partition walls
- iii) 1'x 2' ceiling tiles
- iv) fluorescent light

Lounge (C-5):

- i) 1'x 1' vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) 1'x 1' ceiling tiles
- iv) fluorescent light

Men's Room (C-5):

- i) ceramic tile floor
- ii) ceramic tile walls

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- iii) plaster ceiling
- iv) fluorescent light

Mens' Locker Room (C-5):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete walls
- iii) 1' x 1' ceiling tile
- iv) fluorescent light

Women's Room (C-5):

same as Bank Employee Men's Room

Women's Locker Room (C-5)

same as Bank Employee Men's Locker Room

Storage (on mezz.) (C-5):

- i) painted concrete floor
- ii) painted plaster skin-coated concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Fan Room (C-5):

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Meter Room #1 :

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Computer Room (all of C-6, part of C-7) :

- i) metal / plastic laminate raised floor
- ii) painted plaster skin-coated concrete block and gypsum board walls
- iii) 1'-6"x 3' ceiling tiles, some tiles are missing
- iv) fluorescent light

Women's Room (C-7):

- i) ceramic tiles floor
- ii) ceramic tile walls
- ii) plaster ceiling
- iv) fluorescent light

Female Employee's Locker Room (C-7):

- i) vinyl tile floor
- ii) painted plaster skin-coated poured concrete walls, concrete block walls and gypsum board

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- walls
- iii) plaster ceiling
- iv) fluorescent light

Office (C-7):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls with a Dutch door
- iii) plaster ceiling
- iv) fluorescent light

Building Storage #1 / Janitor Room :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Building Storage #2 :

- i) concrete floor
- ii) concrete block walls with wired glass vision panel door
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Meter Room #2 :

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Building Office (C-1):

- i) vinyl tile and carpet floor
- ii) painted plaster skin-coated poured concrete walls, concrete block walls and divided by same finished gypsum walls
- iii) 1'x 1' ceiling tiles
- iv) fluorescent light

Refrigerator/Liquor Storage (C-2):

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Corridor :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls, lower portion covered by carpet
- iii) plaster ceiling

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iv) fluorescent light

Vacant Room / Storage Area #1 :

- i) ceramic tiles floor
- ii) concrete block walls
- iii) 1'x 1' aluminum ceiling panel, some panels are missing
- iv) fluorescent light

Vacant Room / Storage Area #2 :

- i) ceramic tiles floor
- ii) concrete block walls
- iii) 1'x 1' aluminum ceiling panel, some panels are missing
- iv) fluorescent light

Vacant Kitchen (C-3):

- i) ceramic tiles floor
- ii) ceramic tile walls
- iii) 1'x 1' aluminum ceiling tiles, some panels are missing.
- iv) fluorescent light

Vacant Men's Room / Employee's Locker Room :

- i) ceramic tiles floor
- ii) ceramic tile walls
- iii) plaster ceiling, some minor water damage
- iv) fluorescent light

Vacant Women Room :

- i) ceramic tiles floor
- ii) ceramic tile walls
- iii) plaster ceiling, some minor water damage
- iv) fluorescent light

Walk-In Refrigerator :
not accessible

Vacant Cafeteria (Partial Unit C-3, Partial Unit C-4):

a. food service area:

- i) ceramic tiles floor
- ii) ceramic tile walls
- iii) 1'x 1' aluminum ceiling panel
- iv) fluorescent light and recessed down light

b. entrance area :

- i) Marble floor
- ii) plaster ceiling
- iii) fluorescent light

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c. adjacent spaces :

- i) Vinyl tile and carpet floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) plaster ceiling and 1'x 1' ceiling tile
- iv) fluorescent light

Elevator Lobby (C-4):

- i) Marble floor
- ii) Painted plaster skin-coated concrete block walls with glass doors on one end
- iii) Plaster ceiling
- iv) Fluorescent light

Vacant Office Space (C-4):

- i) vinyl tile and carpet floor
- ii) painted plaster skin-coated poured concrete walls and gypsum board walls
- iii) 2'x 2' ceiling tiles, some tiles are missing
- iv) fluorescent light
- v) all in poor condition

Vestibule (C-4):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Men's Room (C-4):

- i) ceramic tiles floor
- ii) ceramic tile walls and plastic veneered hollow metal partition walls
- ii) plaster ceiling
- iv) fluorescent light

Powder Room (C-4):

- i) vinyl tile floor
- ii) wall paper
- iii) plaster ceiling
- iv) fluorescent light

Women's Room (C-4):

- i) ceramic tiles floor
- ii) ceramic tile walls and plastic veneered hollow metal partition walls
- ii) plaster ceiling
- iv) fluorescent light

Janitor Storage Room #1 :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block

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walls

- iii) 1'x 1' ceiling tiles, some tiles are missing
- iv) fluorescent light

Janitor Storage Room #2 :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) 1'x 1' ceiling tiles, some tiles are missing
- iv) fluorescent light

Building Storage #3 / Janitor Room :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Electrical Closet :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) incandescent light

Electrical Equipment Room :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) incandescent light

Elevator Maintenance Room:

- i) painted concrete floor
- ii) painted concrete block walls with minor cracking
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Elevator Pits :

not accessible

FIRST FLOOR

Unit 1-D:

- i) terrazzo floor with stainless steel dividing strips
- ii) Painted plaster skin-coated gypsum board walls with a wood door at east side of the wall
- iii) Painted 1'x 1' ceiling tile
- iv) fluorescent light

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Fan Room :

- i) concrete floor
- ii) Painted plaster skin-coated gypsum board walls
- iii) exposed concrete slab ceiling

Restroom :

- i) ceramic tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) plaster ceiling appears partially damaged
- iv) fluorescent light
- v) in poor condition

Cooling Tower Room Unit 1-A:

- i) concrete floor
- ii) concrete block walls and poured concrete walls
- iii) metal panel ceiling

Garbage Storage Room :

- i) concrete floor
- ii) painted gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Loading Platform :

see [6] B

Unit 1-E:

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls with clear glass vision window
- iii) 1'x 1' ceiling tiles
- iv) fluorescent light

Stair (connecting the main lobby level with the loading dock level) :

- i) concrete floor
- ii) concrete treads and risers with cast-in-place nosing
- ii) metal pipe railing and balustrade

Kitchen Unit 1-A:

- i) ceramic tile floor
- ii) ceramic tile walls with (round) glass vision doors
- iii) 2'x 2' ceiling tile
- iv) combination of recessed down light and fluorescent light

Walk-In refrigerator:
not accessible

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Employee Men's Locker Room (on mezz.; part of Unit 1-A):

- i) 1'x 1' vinyl tile floor
- ii) painted plaster skin-coated gypsum board walls
- iii) 2'x 2' ceiling tile
- iv) fluorescent light

Employee Men's Room (on mezz.; part of Unit 1-A) :

- i) ceramic tile floor
- ii) painted plaster skin-coated gypsum board walls
- iii) 2'x 2' ceiling tile
- iv) fluorescent light

Storage Room #1 (on mezz.; part of Unit 1-A) :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) 1½' x 3' ceiling tile
- iv) fluorescent light

Storage Room #2 (on mezz.; part of Unit 1-A) :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) 1½' x 3' ceiling tile
- iv) fluorescent light

Linen Room (on mezz.; part of Unit 1-A) :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) 1½' x 1½' ceiling tile
- iv) fluorescent light

Unit 1-A; Dining Room:

- i) ceramic tile floor, wood floor and raised wood floor with wood steps
- ii) glass, painted plaster skin-coated gypsum board walls, partially covered by ceramic tiles and mirror
- iii) 2'x 2' ceiling tile and plaster ceiling
- iv) incandescent light

Stair (1-A):

- i) steel structured
- ii) - terrazzo treads
- iii) painted wood risers
- iv) wood and brass handrails

Men's Room (on mezz.; part of Unit 1-A) :

- i) ceramic tile floor
- ii) ceramic tile and painted plaster skin-coated gypsum board walls

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- iii) plaster ceiling
- iv) recessed down light
- v) water pressure is good

Women's Room (on mezz.; part of Unit 1-A) :
similar finishes as Men's Room

Office Space (on mezz.; part of Unit 1-A) :

- i) vinyl tile floor
- ii) painted plaster skin-coated gypsum board and concrete block walls
- iii) 1'x 1' ceiling tile
- iv) fluorescent light

Unit 1-B:

- i) terrazzo floor with stainless steel dividing strips
- ii) wood cabinet covered walls
- iii) 1'x 1' ceiling tile
- iv) fluorescent light

Building Main Lobby :

- i) terrazzo floor with stainless steel dividing strips, marble floor in flamed and sanded surface finishes
- ii) marble walls with metal-framed glass doors and metal-framed glass revolving doors
- iii) marble panel ceiling and metal pan ceiling
- iv) recessed down light

Security Room :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) plaster ceiling
- iv) fluorescent light

Electrical Closet :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) incandescent light

Telephone Closet :

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

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Telephone booths :

- i) vinyl tile floor
- ii) metal perforate panel walls
- iii) metal panel and white plastic covered fluorescent light

Freight Elevator Lobby :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls, lower portion covered by carpet
- iii) plaster ceiling
- iv) fluorescent light

Fire Truck Room :

- i) concrete floor
- ii) painted concrete block walls
- iii) exposed concrete slab ceiling
- iv) incandescent light

Slop Sink Room / Stand Pipe Room :

- i) ceramic tile floor
- ii) painted concrete block walls, partially with painted plaster skin coat
- iii) exposed concrete slab ceiling
- iv) incandescent light bulb on the wall

Service Room (1-C):

- i) 1'x 1' ceramic tile floor
- ii) painted plaster skin-coated gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light and recessed down light

Open Floor Area - N.W. Corner of 1st Floor (1-C):

- i) terrazzo floor with stainless steel dividing strips, carpet floor and ceramic tile floor
- ii) glass, painted plaster skin-coated gypsum board walls
- iii) 1'x 2' ceiling tile and plaster ceiling
- iv) fluorescent lights, recessed down lights and wall-mounted incandescent lights

Closet (1-C):

- i) carpet floor
- ii) painted plaster skin-coated gypsum board walls
- iii) plaster ceiling

Private Bathroom (1-C):

- i) ceramic tile floor
- ii) ceramic tile walls
- iii) plaster ceiling
- iv) fluorescent light

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Supply Room (1-C):

- i) vinyl tile floor
- ii) painted plaster skin-coated gypsum board walls
- iii) 1' x 1' ceiling tile
- iv) fluorescent light

Stair (connecting different levels of Unit 1-C):

- i) free standing
- ii) terrazzo treads
- iii) terrazzo risers
- iv) wood handrails
- v) glass and metal balustrade

Office Area (1-C):

- i) carpet covered raised floor
- ii) glass, painted plaster skin-coated gypsum board walls & concrete walls, painted metal panel wall and partition walls as space dividers
- iii) 1'x 1' ceiling tile
- iv) fluorescent light

Male Employee's Rest Room (1-C):

- i) ceramic tile floor
- ii) ceramic tile walls
- iii) plaster ceiling
- iv) fluorescent light

Female Employee's Rest Room (1-C):

similar to the Male Employee's Rest Room

Stair (connecting Office Area and Vestibule) (1-C):

- i) vinyl treads and risers
- ii) wood railing

Vestibule (between Office Area and Main Lobby) (1-C):

- i) vinyl tile floor
- ii) painted plaster skin-coated gypsum board walls & concrete walls with wired glass vision door
- iii) 1'x 1' ceiling tile
- iv) fluorescent light

SECOND FLOOR (TYPICAL VACANT OFFICE FLOOR)

General:

- [1] Toilet rooms at this floor and other subsequent floors are typically in good condition with no apparent leakage of toilet fixtures.
- [2] Typical interior finishes consist of plaster or gypsum wall board. There was no apparent signs of

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cracking or water damage unless otherwise noted.

Vacant Office Space (Unit 2):

- i) concrete floor and vinyl tile floor
- ii) painted plaster skin-coated gypsum board walls
- iii) exposed concrete slab ceiling

Low Rise Elevator Lobby (Unit 2):

- i) vinyl tile floor
- ii) marble walls
- iii) plaster ceiling
- iv) fluorescent light

Corridor (Unit 2):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Powder Room #1 (Unit 2):

- i) vinyl tile floor
- ii) wall paper
- iii) plaster ceiling
- iv) fluorescent light

Women's Room #1 (Unit 2):

- i) ceramic tiles floor
 - ii) ceramic tile walls
 - ii) plaster ceiling
 - iv) fluorescent light
- All materials are in good condition with no apparent leakage at plumbing fixtures.

Men's Room #1 (Unit 2):

- i) ceramic tiles floor
 - ii) ceramic tile walls
 - ii) plaster ceiling
 - iv) fluorescent light
- All materials are in good condition with no apparent leakage at plumbing fixtures.

Vestibule #1 (Unit 2):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Telephone and Electrical Closet (Unit 2):

- i) concrete floor

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- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Interior Reheat Coil Shaft (up to Eleventh Floor) :

- i) concrete floor
- ii) concrete block walls, GOLD BOND and PYROBAR
USGC block walls
- iii) exposed concrete slab ceiling
- iv) incandescent light bulb on the wall

Freight Lobby (Unit 2):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block
walls, lower portion covered by metal plates
- iii) plaster ceiling
- iv) fluorescent light

Vestibule for Fire Egress :

- i) concrete floor
- ii) painted plaster skin-coated concrete block
walls
- iii) plaster ceiling
- iv) fluorescent light

Fire Egress :
see [9]

Telephone Closet #2 (Unit 2):

- i) concrete floor
- ii) painted concrete block walls with plywood
mounted on the wall
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Closet #1 (Unit 2):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block
walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Closet #2 (Unit 2):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block
walls and gypsum board walls
- iii) plaster ceiling with minor damage
- iv) fluorescent light

Men's Room #2 (Unit 2):

- i) ceramic tiles floor

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- ii) ceramic tile walls
 - ii) plaster ceiling
 - iv) fluorescent light
 - v) water pressure is good
- All materials are in good condition with no apparent leakage at plumbing fixtures.

Vestibule #2 (Unit 2):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Slop Sink Room :

- i) ceramic tile floor
- ii) painted plaster skin-coated concrete block walls
- iii) plaster ceiling
- iv) incandescent light bulb on ceiling

Telephone Closet #3 (Unit 2):

- i) concrete floor
- ii) concrete block walls
- iii) exposed concrete slab ceiling
- iv) incandescent light

Stair #3 :

- i) concrete floor
- ii) painted concrete block walls and gypsum board wall with sprinkler system turn-off spot
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Duct Shaft (runs up from Sub-Basement to Eleventh Floor):

- i) metal grating and concrete floor
- ii) concrete block walls, GOLD BOND and PYROBAR USGC block walls with smaller hollow metal door
- iii) exposed concrete slab ceiling

Duct Space (runs from Second Floor to Eleventh Floor) :

- i) concrete floor
- ii) concrete block walls, GOLD BOND and PYROBAR USGC block walls
- iii) exposed concrete slab ceiling

Electrical Closet (Unit 2):

- i) concrete floor

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- ii) concrete block walls, GOLD BOND and PYROBAR
USGC block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Women's Room #2 (Unit 2):

- i) ceramic tiles floor
- ii) ceramic tile walls
- ii) plaster ceiling
- iv) fluorescent light

All materials are in good condition with no apparent leakage at plumbing fixtures.

Powder Room #2 (Unit 2):

- i) vinyl tile floor
- ii) wall paper
- iii) plaster ceiling
- iv) fluorescent light

EIGHTH FLOOR (TYPICAL OCCUPIED OFFICE FLOOR)

Elevator Lobby (Unit 8):

- i) marble floor, partially covered by carpet
- ii) marble walls with glass doors connecting to the office reception area
- iii) plaster ceiling
- iv) fluorescent light

Powder Room #1 (Unit 8):

similar to the one on the second floor

Women's Room #1 (Unit 8):

similar to the one on the second floor

Men's Room (Unit 8):

- i) ceramic tiles floor
- ii) ceramic tile walls with marble partition walls
- ii) plaster ceiling
- iv) fluorescent light
- v) water pressure is good

All materials are in good condition with no apparent leakage at plumbing fixtures.

Vestibule #1 (Unit 8):

- i) carpet floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Electrical Closet #1 (Unit 8):

- i) concrete floor

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- ii) concrete block walls, GOLD BOND and PYROBAR
USGC block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Freight Elevator Lobby (Unit 8):

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block
walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Closet (Unit 8):

not accessible

Vestibule #2 (Unit 8):

- i) carpet floor
- ii) painted plaster skin-coated concrete block
walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Men's Room #2 (Unit 8):

- i) ceramic tiles floor
 - ii) ceramic tile walls with marble partition walls
 - ii) plaster ceiling
 - iv) fluorescent light
 - v) water pressure is good
- All materials are in good condition with no
 apparent leakage at plumbing fixtures.

Powder Room #2 (Unit 8):

similar to the one on the second floor

Women's Room #2 (Unit 8):

similar to the one on the second floor

Slop Sink Room :

- i) ceramic tile floor
- ii) painted plaster skin-coated concrete block
walls and gypsum board walls
- iii) plaster ceiling
- iv) fluorescent light

Electrical Closet #2 (Unit 8):

- i) concrete floor
- ii) concrete block walls, GOLD BOND and PYROBAR
USGC block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Office Space :

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- i) vinyl tile floor and carpeted floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls with partition walls
- iii) plaster ceiling and ceiling tiles
- iv) fluorescent light

ELEVENTH FLOOR

Office Space and Core Area :
see typical office floor

Mechanical Area :

- i) painted concrete floor
- ii) painted concrete block walls, with door access to each terrace
- iii) exposed concrete slab ceiling, partially covered with fiber glass insulation
- iv) fluorescent light
- v) located on the east side of the floor
- vi) serves area from Second Floor to Eleventh Floor

Elevator Machine Room :

- i) painted concrete floor
- ii) painted concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light
- v) located on the east side of the floor, directly above the low rise elevator lobby
- vi) serves for the six low rise passenger elevators on the east side of the building

TWELFTH FLOOR

Office Space and Core Area :
see 8th floor

Electrical Machine Room :

- i) painted concrete floor
- ii) concrete block walls, GOLD BOND and PYROBAR USGC block walls
- iii) exposed concrete slab ceiling, covered with insulation
- iv) fluorescent light
- v) located on the east side of the floor, directly above the six low rise passenger elevators

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- vi) service for the six low rise passenger elevators on the east side of the building

Tank Room :

- i) concrete floor
- ii) concrete block walls, GOLD BOND and PYROBAR USGC block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light
- v) two expansion tanks for reheat and secondary water
- vi) located on the west side of the floor

EIGHTEENTH FLOOR

Domestic and Sprinkler Tank Room :

- i) concrete floor
- ii) GOLD BOND and PYROBAR USGC block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light
- v) two wood domestic water tanks for bathroom and drinking water, with metal ladders, resting on dunnage
- vi) located on the west side of the floor, walls, dunnage, ladders and wood tanks appear to be in good condition.

FORTIETH FLOOR (LOWER PENTHOUSE)

Freight Elevator Lobby :

- i) painted concrete floor
- ii) painted concrete block, brick and gypsum board walls
- iii) painted exposed concrete slab ceiling
- iv) fluorescent light

Turbine / Mechanical Room :

- i) painted concrete floor
- ii) painted concrete block and gypsum board walls, divided by metal cage, painted metal panel walls for fan equipment enclosure
- iii) painted exposed concrete slab ceiling, with some insulation (on the east side of the building)
- iv) fluorescent light

Elevator Machine Room :

- i) painted concrete floor
- ii) painted concrete block walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

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Office :

- i) vinyl tile floor
- ii) painted plaster skin-coated concrete block walls and gypsum board walls
- iii) 1'x 1' ceiling tile
- iv) fluorescent light

FORTY-FIRST FLOOR (UPPER PENTHOUSE)

Stair (connecting the cooling tower room level to the 41st floor level) :

- i) steel-structured stair
- ii) diamond plate metal floor
- iii) metal pipe railing and balustrade
- iv) diamond plate metal treads
- v) open riser
- vi) in fair condition

Mechanical Room :

- i) painted concrete floor, floor opening on southeast side of the floor
- ii) painted concrete block and gypsum board walls
- iii) painted exposed concrete slab ceiling
- iv) fluorescent light

Electrical Machine Room :

- i) painted concrete floor
- ii) concrete block and brick walls
- iii) exposed concrete slab ceiling
- iv) fluorescent light

Cooling Tower Room:

- i) gravel floor with drainage
- ii) brick walls and louvers. The concrete spandrel beams are clad in metal enclosure.
- iii) exposed concrete slab ceiling
- iv) incandescent light bulbs on the walls
- v) located on the east side of the floor
- vi) metal stair connected to the 41st floor

[15] Utilities

- i) **Water:** Three six inch services enter the building from the street mains. Two from 40th Street and one from 41st Street. The 40th Street service is dedicated to serve the sprinkler system. The other two services supply both the domestic water system as well as the sprinkler standpipe system excluding the sprinklers off the 40th St. service. All services are metered. Service is provided by the NYC Department of Environmental Protection (DEP) Bureau of Water Supply and Wastewater Collection.
- ii) **Sanitary and Storm Drains:** Discharge to combined street sewers. A fifteen inch line discharges to the sewer on 40th Street. A twelve inch service discharges to the sewer on 41st Street. Sewer service is provided by the NYC DEP Bureau of Water Supply and Wastewater Collection. Sewage is billed as a percentage of water consumption.
- iii) **Natural Gas:** Natural gas enters the building on 40th Street. Service is metered. Gas supplies the (tenant) restaurant for cooking. Service is provided by Con Edison.
- iv) **Steam Service:** The building is provided with public utility steam service from Con Edison (See "Heating".)
- v) **Electrical:** The building is supplied with electrical service by Consolidated Edison on the south (40th Street) side of the concourse level. The service is rated 265/460 volts, three phase, four wire. All electrical service is metered.
- vi) **Telephone:** The telephone service enters the building at the west side (Third Ave.) of the building on the concourse level. The main telephone frame room is located in the sub-basement.

[16] Heating

- i) The design documents do not directly state the heating system plant and distribution design basis. However, standard practice at the time that the building was designed and built, was to provide heating to 72°F at an outdoor condition of 0°F to 5°F. The equipment schedules appear to be consistent with these temperatures. The building engineer reports that the heating system delivers sufficient heating to satisfy tenants.
- ii) Steam at high pressure (approximately 125 to 175 PSI) is provided to the building from a Consolidated Edison utility service. The service is from 41st Street and enters at the Concourse level. The utility steam is piped to the

utility steam separator and parallel meter assembly at the sub-basement mechanical room where it then enters the building's distribution piping system.

Full pressure steam is distributed from the utility's metering to the mechanical floors via a single riser which serves the sub-basement pressure reducing valve (PRV) stations, the 11th floor PRV station, the Penthouse level, (40th floor) PRV station, (and the high pressure turbine drives of the centrifugal chillers).

- iii) Main air handling units on the mechanical floors provide conditioned air to the tenant group. Packaged air handling units located in the Concourse and sub-basement serve various specialty spaces throughout the building's lower level common areas. During the heating season, steam from the central utility service is reduced in pressure and distributed to the pre-heat coils of the air handling units.
- iv) Exterior zone areas are heated and cooled by perimeter induction units. The induction units are of the 2-pipe, seasonal change-over type. Ventilation is by means of the induction units' primary air, provided from the central air handlers. Steam/hot water convertors, located in the 11th floor and Penthouse (40th floor) MER's provide primary hot water for the perimeter induction system and for the miscellaneous hot water heating hydronic equipment. Shell-and-tube heat exchangers at the lower penthouse (40th floor) level and the 11th floor are provided with chilled water or primary hot water to achieve the appropriate secondary water temperature. Final room temperature control is achieved by a thermostatically controlled throttling valve.
- v) Based on visual observation of the outside surface of the pipe and fittings in the accessible areas, the heating piping appeared to be in fair condition at the time that the observations were made.
- vi) Based on visual observation of the unit exteriors and a representative sample of the unit interiors, the heating equipment and systems appeared to be in fair to good condition at the time that the observations were made. Note that the PRV stations appeared to be functional, but the actual condition of the valves could not be evaluated. The building chief engineer reports that there have been no service outages during the past 12 years (his tenure at the building), and that no outages are known to have occurred in the building's history.
- vii) Refer to the equipment list for the type and sizes of the units.

[17]

Air Conditioning

- i) The design documents do not directly indicate the air conditioning system design basis. However, standard practice, at the time that the building was designed and built, was to provide cooling based on 75°F to 78°F dry bulb/50% RH indoor conditions at 95°F dry bulb, 75°F wet bulb outdoor conditions, with internal loads of one person per 100 sq. ft. and 4 w/s.f. electrical power and lighting. The equipment schedules appear to reflect these

loads, based on interpolation and calculation. Note that the existing tenants have added supplemental air conditioning systems on various floors throughout the building.

ii) Cooling Plant

- a. Chilled water is produced by two (2) York steam-turbine drive centrifugal chillers, nominally rated at 1,275 tons each, and located at the Lower Penthouse (40th floor) level. The chiller refrigerant is R-12, and the units are equipped with purge pump systems. Three built-in-place cooling towers, manufactured by Phillips, provide condenser water cooling. The schedule indicates that the cooling tower sizing was based on 78°F wet bulb. A single-stage low pressure absorption chiller is out of service and is abandoned in place.
- b. Steam for the turbine drives is provided from the utility service in the basement. The steam is delivered via the high pressure riser, and is not reduced in pressure. Steam condensate is used for domestic water economized pre-heat and also for cooling tower make-up water.
- c. The chilled water is pumped throughout the building to the air handler cooling coils and to the secondary water heat exchangers at the 11th Floor and Lower Penthouse (40th floor) Level. Chilled water pumping is constant volume.

iii) Air Handling Units (Manufactured by Buffalo)

- a. Main air handling units are built in place draw-through type and include high efficiency media filters (originally specified with electrostatic filtration), one-row steam pre-heat coils, steam humidifiers (not in service), and 6-row (interior zones) or 8-row (perimeter zones) chilled water cooling coils. The units are constant volume with manually adjustable inlet vanes.
- b. Main air handling units on the mechanical floors provide conditioned air to the tenant floors.
- c. Packaged air handling units located in the Concourse and sub-basement serve various specialty spaces throughout the building's lower level common areas.

iv) Perimeter Induction System

- a. Exterior zone areas are heated and cooled by perimeter induction units, manufactured by York. The induction units are of the 2-pipe, seasonal change-over type. Ventilation is by means of the induction units' primary air, provided from the central air handlers.

- b. Shell-and-tube heat exchangers, manufactured by Yula, at the lower penthouse (40th floor) level and the 11th floor are provided with chilled water or primary hot water to achieve the appropriate secondary water temperature. Final room temperature control is achieved by a thermostatically controlled throttling valve.
- v) Based on visual observation of the chiller, cooling tower, pump and air handler unit exteriors and a representative sample of the air handler unit interiors, the air conditioning equipment appeared to be in good condition at the time that the observations were made. Refer to the equipment list for type and sizes of equipment.
- vi) Based on visual observation of the exterior surface of the pipe and fittings in the accessible areas, the piping appeared to be in fair condition at the time that the observations were made.

[18] Ventilation

- i) Office and Common Areas
 - a. Outside air is supplied to the occupied areas of the building via the central air handlers. The documents indicate the air delivery design rates which average 0.13 cfm/sq. ft.
- ii) Toilet Exhaust
 - a. Core toilet rooms, provided at each tenant floor, are ventilated by a central exhaust system which serves low rise, mid-rise and high rise zones. Make-up air is transferred from the tenant office space.
- iii) Electrical Closet Exhaust
 - a. Electrical closets, provided at each tenant floor, are ventilated by a central exhaust system and make-up air transferred from the tenant office space.
- iv) Elevator Machine Rooms
 - a. The building's elevator machine rooms are ventilated by dedicated exhaust systems.

[19] Controls

- i) Automatic temperature controls include a retrofit Andover control DDC system (installed 1984) which is integrated into the original pneumatic system to monitor critical areas (including the chiller plant) and monitor and control all central air handling equipment. Monitoring and control interface is available

from the local DDC panel. The pneumatic panels are still functional for manual over-ride if necessary.

[20] HVAC Equipment Summary

- i) Major HVAC equipment of the building systems is identified in the following lists. Based on visual observation, all HVAC equipment was found to be in fair to good condition at the time that the observations were made; with the exception of Chiller No. 3, which is abandoned in place.
- ii) All capacities listed are nominal design capacities based on reference to the design documents and, when accessible, unit name plate data.

I. COOLING AND HEATING PLANT EQUIPMENT SUMMARY

CHILLER LIST

(Capacities are nominal, based on documents)

Chiller No. 1: 1,270 tons, providing 2,650 gpm from 53.5 to 42°F.

20,880 lbs/hr steam (16 lbs/hr-horsepower).

3,750 gpm of condenser water:

86°F to 95.8°F refrigerant condenser.

95.8° to 106.3°F steam condenser.

Charge: 4,000 lbs. of R12.

York chiller, Terry turbine, Graham condenser.

Chiller No. 2: Similar to Chiller No. 1.

Chiller No. 3: (out of service).

Original design capacity:

428 tons, providing 894 gpm from 53.5°F to 42°F.

8,800 lbs/hr. of 12 lb. steam/1,700 gpm of condenser water

86°F to 102°F

PUMP LIST

Weinman Pumps. Elliot Motors, 440V-3PH.

Pump Number	Service	Nominal Flow (gpm)	Design Head (ft. W.C.)	Motor HP	Size
Penthouse (40th Floor) Pump Room					
Pump No. 1 (No. P-1)	Condenser Water	3750	115	150	10-SL
Pump No. 2 (No. P-2)	Condenser Water	3750	115	150	10-SL
Pump No. 3 (No. P-3)	Condenser Water	1700	125	75	8-SL
Pump No. 4 (No. P-4)	Secondary Water 12-39	900	130	50	6-SL
Pump No. 5 (No. P-5)	Secondary Water 12-39	900	130	50	6-SL
Pump No. 6 (No. P-6)	Hot Water Interior Zone 12-39	360	110	20	4-SL
Pump No. 7 (No. P-7)	Chilled Water	2570	160	150	10-SL
Pump No. 8 (No. P-8)	Chilled Water	2570	160	150	10-SL
Pump No. 9 (No. P-9)	Chilled Water	894	160	60	5-SL
11th Floor Fan Room					
Pump No. 10 (No. P-10)	Secondary Water 2-11	450	105	20	4-SL
Pump No. 11 (No. P-11)	Secondary Water 2-11	450	105	20	4-SL
Pump No. 12 (No. P-12)	Hot Water Interior Zone 2-11	250	80	10	3-SL

STEAM PRV STATION LIST

(Capacities are nominal)

Valves: Manufactured by Leslie

At the sub-basement level, the high pressure main supplies two parallel primary valves which serve a 55 psi header. The building design documents do not state the valve capacity. The 55 psi header serves two PRV stations, each of which is parallel duplex single-stage.

One of these PRV stations serves pre-heat and humidification at the air handlers and the zone heating coils.

The design documents indicate the valve capacities as:

PRV-10	55 PSI/12 PSI	10,500 lbs/hr.
PRV-11	55 PSI/12 PSI	2,100 lbs/hr.

The other PRV station serves domestic hot water heaters:

The design documents indicate the valve nominal capacities as:

PRV-12	55 PSI/30 PSI	3,500 lbs/hr.
PRV-13	55 PSI/30 PSI	700 lbs/hr.

Two additional PRV rigs are in the sub-basement. A single-stage simplex PRV formerly served the tenant cafeteria and is not in use. There is a tenant single-stage simplex PRV for the restaurant tenant. The capacity and condition of these valves is not known.

The main riser (10") serves a branch main (5") at the 11th floor. The branch main serves a duplex two-stage PRV station producing 12 psi steam. The 12 PSI steam is supplied to air handler pre-heat coils and humidifiers, as well as the zone heating coils and secondary water heat exchangers.

The design documents indicate the valve capacities and models as:

PRV-6	125 PSI/60 PSI	12,500 lbs/hr.	2½" D-3
PRV-7	125 PSI/60 PSI	2,500 lbs/hr.	1¼" DDL-2
PRV-8	60 PSI/12 PSI	12,500 lbs/hr.	3½" D-3
PRV-9	60 PSI/12 PSI	2,500 lbs/hr.	1½" DDL-2

At the Lower Penthouse (40th floor) Pump Room, the 10" steam riser offsets and branches to feed an 8" line to the chiller turbines and another 8" line to a duplex two-stage PRV station producing 12 psi steam. The 12 psi steam is supplied to air handler pre-heat coils and humidification grids at the Lower and Upper Penthouse (40th and 41st floors), to the zone heating coils, the single-stage absorption machine (abandoned), and to the secondary water heat exchangers. A simplex single-stage PRV (PRV-5) is fed from the 60 PSI intermediate header and serves domestic hot water heaters.

The design documents indicate the valve capacities and models as:

PRV-1	125 PSI/60 PSI	31,800 lbs/hr.	3½" D-3
PRV-2	125 PSI/60 PSI	7,000 lbs/hr.	2" DDL-2
PRV-3	60 PSI/12 PSI	28,300 lbs/hr.	5" D-3
PRV-4	60 PSI/12 PSI	7,000 lbs/hr.	2½" DDL-2
PRV-5	60 PSI/50 PSI	3,500 lbs/hr.	2" DDL-2

AIR HANDLER UNIT LIST

Manufactured by Buffalo

Air Handler Supply (AHS) Number	Service	Scheduled Air Flow (CFM)	Fan HP	Nominal Cooling Capacity (tons)	Scheduled Outside Air Conditions DB / WB
Lower Penthouse (40th Floor) Level					
AHS-1	Interior supply 12-39 west	83,550	150	317	*95 / 73
AHS-2	Interior supply 12-39 east	84,750	150	317	*95 / 73
Upper Penthouse (41st Floor) Level					
AHS-3	Exterior supply 12-24	48,270	100	292	95 / 75
AHS-4	Exterior supply 25-39	56,100	125	292	95 / 75
11th Floor Fan Room					
AHS-5	Interior supply 2-11 west	97,250	200	367	*95 / 73
AHS-6	Interior supply 2-11 east	94,650	200	367	*95 / 73
AHS-7	Exterior supply 2-11 N & W zones	21,650	50	146	95 / 75
AHS-8	Exterior supply 2-11, S & E zones	29,500	60	175	95 / 75
Sub-Basement Fan Room (Miscellaneous)					
AHS-9	Concourse Rental (Southeast)	6,500	5	21	*95 / 73
AHS-10	Building Services	15,000	10	46	95 / 75
AHS-11	Not Used	--	--	--	N.A.
AHS-11A	Cafeteria A/C	18,700	15	104	95 / 75
AHS-12	Lobby	14,100	10	44	*95 / 73

Air Handler Supply (AHS) Number	Service	Scheduled Air Flow (CFM)	Fan HP	Nominal Cooling Capacity (tons)	Scheduled Outside Air Conditions DB / WB
AHS-13	Sub-Basement Tenant Storage	14,000	10	38	*95 / 73
AHS-14	Fan Room Supply	6,300	3	None	Not Stated
AHS-15	Network Compartment	5,000	2	None	Not Stated
AHS-16	Main Entrance Heater	6,800	3	None	Not Stated
AHS-17	Cafeteria/Kitchen	13,500	7½	41	95 / 75
AHS-18	Tenant Telephone	4,420	2	10.5	Not Stated
* The schedule states, "75°DB". Based on the mixed air conditions, it appears that "95°DB" was used, as would be expected.					

HVAC PIPING MATERIALS SCHEDULE (FROM DESIGN DOCUMENTS)	
SYSTEM	MATERIAL
Steam	Steel (all services)
Condenser Water	Steel (all services)
Chilled Water	Steel (copper coils)
Condensate Drain Lines	Galvanized Steel
Secondary Water	Steel

[21] Electrical System -

- i) The building is supplied with electrical service by Consolidated Edison via network compartments on the south (40th Street) side of the concourse level. The service is rated 265/460 volts, three phase, four wire. The electrical drawings provided indicate that the service entrance conductors are terminated in three service switches rated 5000 amperes each located in the Main Electrical Closet on the sub-basement level. Based on visual observation, it appears that the installation conforms to the drawings.
- ii) The drawings indicate that the electrical service for lighting and power in individual units is distributed via ten ventilated copper bus ducts to electrical closets located on each floor.
- iii) The design drawings indicate that there are three (3) main service equipment fused switchboards located in the Main Electrical Closet on the sub-basement level, with two of these switchboards, Main Distribution Panels 2 and 3, rated 6000 amperes, and the third switchboard, Main Distribution Panel 1, rated 5000 amperes. Based on visual observation, it appears that the installation conforms to the design drawings. The installed switchboards are of General Electric components, fabricated by Metropolitan Switchboard.
- iv) The drawings indicate that kilowatt hour and kilowatt demand meters are provided in the main electrical room, and other locations listed. No visual inspection was conducted to confirm these meter locations:
 - a. The meter at main distribution panel number 1 is indicated as no. 3, which is indicated as separately metered at the second floor and as serving Units 2 through 8.
 - b. The meter at main distribution panel number 2 is indicated as monitoring the distribution switch serving Bus number 5 with the loads on Buses No. 1 (indicated as serving Units 9 and 10), 1A (indicated as serving units 11 through 24) and 1B (indicated as serving Units 25 through 39) separately metered at the ninth, twelfth and 26th floors.
 - c. The loads served from main distribution panel number 3 are indicated on the riser diagram as being individually metered as follows:
 - The concourse cafeteria (Unit C4), and kitchen (Unit C3), and sub-basement storage 'A'. (Exact room location and the corresponding Unit number cannot be determined without power interruption or demolition.)
 - Sub-basement storage 'B'. (Exact room location and the corresponding Unit number cannot be determined without power interruption or demolition.)

- Sub-basement storage 'C'. (Exact room location and the corresponding Unit number cannot be determined without power interruption or demolition.)
- Concourse Southeast Office. (Unit C1)
- Concourse Northeast Office. (Unit C5)
- First Floor Northeast Store. (Unit 1C)
- First Floor East Store. (Unit 1D)
- First Floor Southwest Store #1. (Unit 1B)
- First Floor Southwest Store #2. (Unit 1A)
- Bus Number 2 located on the 10th Floor. (Units 9 and 10)
- Bus Number 2A located on the 11th Floor. (Units 11 through 24)
- Bus Number 2B located on the 25th Floor. (Units 25 through 39)
- Bus Number 4 located on the 3rd Floor. (Units 2 through 8)

- d. Note that the indicated metering scheme would require reconfiguration in order to provide monitoring individual of unit electrical consumption.

v) Vertical

- a. The following table, based on the drawings provided, describes the indicated ratings of the vertical electrical distribution system serving the unit floors and common spaces:

<u>Bus Designation</u>	<u>Ampere Ratings</u>	<u>Areas Served</u>
Bus #1	3000	Units 9, 10, Bus 1A, Bus 1B
Bus #1A	800	Units 11 through 24
Bus #1B	1000	Units 25 through 39
Bus #2	3000	Units 9,10, Bus 2A & Bus 2B
Bus #2A	800	Units 11 through 24
Bus #2B	1000	Units 25 through 39
Bus #3	1000	Units 2 through 8
Bus #4	1000	Units 2 through 8
Bus #5	4000	Elevators, House Panels, Motor Control Centers. Common Space
Bus #6	4000	Elevators, House Panels, Motor Control Centers. Common Space

- b. The typical existing electrical installation appears to provide 460 volt 3 phase 4 wire service to each group of three unit tower floors with two 200 ampere switches fused at 175 amperes each, as indicated on the drawings.
- c. The drawings indicate that central air conditioning equipment, elevators and common areas are provided with electrical service via dedicated

bus duct risers, (bus #5 and bus #6). The drawings indicate that these risers are metered as described above.

vi) Evaluation of capacity:

- a. The following table identifies the estimated average available electrical capacity of the existing bus duct risers serving the floors, based on the calculations and assumptions as described below.

<u>Floors</u>	<u>Average for Group (W/SqFt)</u>
Units 2 through 8:	4.85
Units 9 and 10	7.20
Units 11 through 24	4.72
Units 25 through 39	5.11

- b. The preceding values are derived from calculations based on the vertical distribution indicated on the design drawings. It was assumed that no tenant modifications have been performed which would provide power from the bus ducts to any floors other than those areas listed in item [21] V.

The following are the square foot values used in the calculations to arrive at the above estimates:

Units 2 through 8:	263,000 square feet
Units 9 and 10	75,500 square feet
Units 11 through 24	216,000 square feet
Units 25 through 39	249,500 square feet

Notes

- The drawings indicate that the typical 460/265 volt lighting panelboard is a 20 pole split-bus panel with main fused switches and branch molded case, bolted circuit breakers. The majority of the panels inspected appear to be original equipment.
- The drawings indicate that the typical 208/120 volt lighting panelboard is a 24 pole panel, with main fused switches and branch molded case, bolted circuit breakers. Based on our visual observation, it appears that the installation conforms to the design documents, and that the majority of these panels fabricated by Atlas.
- Visual observation revealed that additional panels from various manufacturers have been installed on most floors to supplement, and in some cases replace, the original panelboards.

- The design drawings indicate that Motor Control Centers are rated 460 volt three phase 4-wire. Based on visual observation, it appears that the installation conforms to the design documents, and that the motor control centers are Cutler Hammer Unitrol type, fabricated by Metropolitan.
 - c. Lighting is typically provided on the unit floors using fluorescent lighting fixtures.
 - d. 15 Ampere convenience and cleaning outlets are provided, Locations vary from floor to floor. Appliance outlets have been installed in miscellaneous locations in the tenant space.
- vii) Electrical wiring and equipment appeared to be in good condition based on external visual inspection and the information stated by the building management as summarized below. At the time that these observations were made, no obvious wiring defects were found.
- a. The building engineer reports that to his knowledge, there are no known wiring defects or electrical code violations.
 - b. Thermographic testing of the switchgear and main electrical components was last performed in August of 1993. It was stated by building management that all necessary corrective work was completed shortly after the testing. The next thermographic testing of the switchgear is scheduled to take place in early September 1994.
- [22] Security and Closed circuit TV system: The building is equipped with a closed circuit television system. There are eight cameras, three monitor the lobby, two monitor the loading dock, and the remaining cameras are on the concourse level. The main monitoring station is on the concourse level. Building management reports that the system is functional, and is in good condition. Based on visual observation, it appeared that the system is installed as described.
- [23] Public area lighting: Lighting at the entrance lobby and the basement is fluorescent, as indicated on the drawings. The lighting levels observed during the building observation appeared adequate, although quantitative measurements were not performed during the observation. Building management reports that the stair, corridor and exit lighting is provided with battery packs as indicated on the drawings to provide emergency lighting in the event of a power outage. Several units were visually observed. The drawings supplied indicate, and building management confirmed, that enclosed circuit breakers serve the dedicated exit lighting panels and alarm in the security room if tripped. Operation of circuit breaker alarm devices was not observed.
- [24] Fire Alarm System

- i) The Building is provided with a New York City approved modified class 'E' Fire Alarm System. The System is a Firecom 8500 multiplex, addressable type voice system with a Fire Alarm Control Panel at the main lobby and data gathering panels on every third floor. The Building Manager stated that the system is in compliant with Local Laws 5 and 16.
- ii) The drawings indicate that manual pull stations are provided at each stairwell, mechanical machine room, switchboard room and building exit.
- iii) The drawings indicate smoke detectors installed in all mechanical machine rooms, elevator lobbies, stairwells (at top).
- iv) The drawings do not indicate smoke detectors in the typical electrical closets.
- v) The drawings indicate audible devices (speakers) located at each stairwell and at mechanical areas. Speakers have been added in tenant areas as spaces were occupied.
- vi) The drawings indicate sprinkler flow and tamper switches are connected to the fire alarm system.
- vii) Based on visual observation, it appears that the installation conforms to the design drawings, An inventory of existing fire alarm devices was not performed.

[25] Plumbing and drainage

- i) Water Supply. Two six inch incoming metered services supply water to five house pumps located in the sub-basement. Two house pumps supply water to a house tank located on the 18th floor. Downfeed risers supply water from the sub-basement to the 11th floor. The three house pumps supply water to a house tank located at the Upper Penthouse (41st floor). Downfeed risers supply water for floors 12 through 39. Water for HVAC make-up and plumbing at the Penthouse (40th floor) level is supplied via a hydropneumatic system located at the Upper Penthouse (41st floor). The design documents indicate the materials of the domestic water piping as galvanized steel and copper.
- ii) Water storage tanks and enclosures.
 - a. Two (2) combined fire/domestic tanks are located on the 18th floor, two (2) combined fire/domestic tanks are located at the Upper Penthouse (41st floor) level.
 - b. Tanks are wood.
 - c. Access to each tank is by a vertical gooseneck ladder.

- d. The design documents indicate the capacity of each tank at the Upper Penthouse (41st floor) level as 7,350 gallons with 3,500 gallons of fire reserve. The documents indicate the capacity of each tank at the 18th floor as 5,600 gallons with 3,500 gallons of fire reserve.
- iii) Water for domestic use is supplied via downfeed risers from combined fire/domestic storage tanks. Pressure regulating valves are provided at the domestic water risers at floors where the design static pressure exceeds the code allowable.
- iv) Sanitary Drainage System: Plumbing fixtures drain by gravity to sanitary waste stacks throughout the building. Design documents indicate wet stacks with waste and vent outlets provided for tenant use. Plumbing fixtures and drains at the lowest level that do not drain by gravity to the house sewer drain to a duplex sewage ejector system located in the sub-basement. The discharge from the sewage ejector ties to the house drain leaving the building on the 40th Street side.
 - a. The design documents indicate the material of waste and vent stacks and below ground waste and vent piping as cast iron bell and spigot with caulked joints. The documents indicate above ground branch waste and vent piping as Schedule 40 galvanized with threaded joints.
 - b. Duplex sewage ejectors are located in the sub-basement. Based on visual observation, the pumps appeared to be in working condition at the time that the observations were made.
 - c. Discharge is to the NYC municipal sewer system.
- v) Permits. As the building is existing and no alteration work is in progress at the present time, no permits are known to be required. The building manager reports that there are no outstanding violations.
- vi) Storm Drainage System

A system of roof drains gravity drain to stormwater leaders which tie to the house drains. Below grade drains that do not gravity drain to the house drain, drain to sump pumps located in the sub-basement.

 - a. There are no catch basins.
 - b. Roof drains are located at the main roof level and at levels twelve, eight, and two.
 - c. Design documents indicate the material of storm leaders as galvanized steel with threaded joints. Documents indicate that storm house drains are cast iron hub and spigot with caulked joints.

- d. There are four (4) sump pump systems in the sub-basement, one duplex and three simplex. Based on visual observation, the pumps appeared to be in working condition at the time the observations were made.
- vii) Based on visual observation of piping external surfaces in accessible areas, the Plumbing and Drainage systems appeared to be in overall good condition, with the exception of the sewage ejector pump set which appeared to be in fair condition. The building chief engineer reports that leaks occur occasionally, approximately 2 or 3 minor incidents per year. No active leaks were observed at the time that these observations were made.

[26] Domestic Hot Water

- i) Domestic hot water for the low zone is supplied from three steam generated hot water heaters. Domestic hot water for the low zone is pre-heated with waste steam condensate via an economizer coil in a storage tank located upstream of the hot water heaters. Condensate leaving the preheat tank runs to a condensate cooler prior to discharge to the waste system. The domestic preheaters, hot water heaters and condensate coolers are located in the sub-basement. The low zone domestic hot water system is supplied via a system of mains and risers supplying water to fixtures from the sub-basement level up through the 11th floor. A return circulation system is provided via hot water circulating pumps located in the sub-basement.
- ii) Domestic hot water for the high zone located in the lower Penthouse (40th floor) is supplied in a manner similar to the low zone. The high zone preheat tank and condensate cooler is the same size as the low zone's. The high zone domestic hot water system is supplied via a system of mains and risers from the 12th floor to the 39th floor. A return circulation system is provided via two hot water circulating pumps located on the 11th floor. Hot water for the penthouse (40th floor) fixtures and HVAC make-up is supplied from a separate pneumatic system steam generated shell and hot water heater, located in the upper Penthouse (41st floor).
- iii) The design capacities of equipment (indicated on the schedules) and the pipe sizes (indicated on the drawings) appear to be adequate to serve the estimated building load, based on the present occupancy. Based on visual observation of the equipment and piping external surfaces in accessible areas, the piping and equipment appeared to be in good condition at the time the observations were made. The building engineer reports that the system adequately meets demand, satisfying the tenant requirements.
- iv) The design documents indicate the materials for the domestic hot water piping as galvanized steel and copper.
- v) The equipment installed appears to be in general conformance with the design documents. (Note that capacities indicated are nominal, based on review of documents).

- a. Domestic hot water heaters: six instantaneous steam generated heaters supplemented with condensate preheat tank: One shell and tube heat exchanger supplemented with a 42" diameter by 120" long pneumatic tank.
- b. There are three (3) high zone domestic heaters. The schedules on the drawings indicate the capacity of each heater to be able to heat 34 gallons per minute (gpm) of water from 40°F to 140°F using 1,700 lbs. per hr of steam at 45 psig. A preheat tank scheduled on the drawing to have a capacity of 670 gallons supplements the three (3) heaters. There are three (3) low zone domestic heaters. The schedules on the drawings indicate the capacity of each heater to be able to heat 30 gpm of water from 40°F to 140°F using 1,500 lbs. per hr. of steam at 50 psig. A preheat tank scheduled on the drawings to have a capacity of 670 gallons supplements the three (3) heaters. A single heater scheduled on the drawings to have a capacity to heat 33 gpm from 40°F to 140°F using 1,750 lbs per hr of steam at 12 psig is located in the Penthouse (40th floor).
- c. The drawings indicate that high and low zone heaters are manufactured by Aerco, Model 1006, and that the Penthouse (40th floor) heater is manufactured by Patterson Kelly 4 pass Model PK-8-54. Although the units are insulated and name plate data could not be observed, the units appear to be of the type specified.
- d. Heaters are original to the building, dating from approximately 1960.

[27] Fire Protection System. The building is fully sprinklered and provided with a standpipe system. Fire protection water is supplied via the house tanks which also supply water to the domestic water system. A sprinkler booster pump is provided to supplement the house tank pressure for sprinklers located on floors 34 through 39. The pump is located in the Penthouse (40th floor). Water supply is provided from two (2) manual fire pumps located in the sub-basement, the fire reserve of the house tanks and three (3) siamese connections. The manual fire pumps and siamese connections are for Fire Department use only.

- i) The building is provided with a standpipe system divided into two zones. The high zone extends from floors 14 to the Penthouse (40th floor). Two (2) six inch standpipe risers are provided. The low zone extends from the 13th floor to the sub-basement. Three (3) six inch standpipe risers are provided.
- ii) 2½-inch hose valves with 2½" x 1½" adapters and 125 feet of hose are provided at the standpipe risers on each floor. Hose valves are provided at stairs 1 and 2 on floors 11 through 39; stairs 1, 3 and 4 on floors 2 through 9; in the elevator lobby adjacent to stair 4; in the janitor's closet adjacent to stair 2 and in stair 3 at the Ground Floor; in stair 1, adjacent to stair 2 and in stair 6 at the Concourse level; in the corridor outside the building service men's locker room and in the plumbing shop at the Sub-Basement level.

- iii) The building appears to be fully sprinklered per NYC Code. Concealed, pendant and upright heads are provided.
- iv) The three (3) siamese connections are located on 40th Street, 41st Street and 3rd Avenue sides of the building and are provided for the combined sprinkler/standpipe system. Siamese connections are 6" x 3" x 3".
- v) The design documents indicate the fire reserve capacity of the combined fire/domestic tanks to be:
 - a. 3,500 gallons each for the two (2) 7,350 gallon tanks at the Upper Penthouse (40th floor) level.
 - b. 3,500 gallons each for the two (2) 5,600 gallon tanks at the 18th floor.
- vi) Based on visual observation of piping external surfaces in accessible areas, the original fire protection standpipe systems, including water service, siamese connections, mains, pumps, and standpipes appeared to be in good condition and the (retrofit) sprinkler work (including the sprinkler booster pump) appeared to be in very good condition, at the time that the observations were made.
 - a. The design documents call for fire protection piping to be steel. Based on the visual observations, the piping appears to be in conformance with the specification.



EXPRESS RESEARCH SERVICES

50 Court Street
Brooklyn, N.Y. 11201
Tel: (718) 624-6969
Fax: (718) 624-0201

479 Joan Street
Ronkonkoma, N.Y. 11779
Tel: (516) 981-7510
Fax: (516) 585-7392

HEALTH DEPARTMENT VIOLATION SEARCH

DATE: August 29, 19

TITLE NO: CTIM 940100432,A

PREMISES: 621/635 3RD AVENUE

SEND ATT: JANE

COUNTY: MANHATTAN

BLOCK: 1314

LOT: 9

KINDLY CONDUCT A SEARCH IN YOUR DEPARTMENT FOR ANY HEALTH VIOLATIONS AGAINST THE ABOVE PREMISES.

HEALTH DEPARTMENT VIOLATIONS:

NONE



EXPRESS RESEARCH SERVICES

50 Court Street
Brooklyn, N.Y. 11201
Tel: (718) 624-6969
Fax: (718) 624-0201

479 Joan Street
Ronkonkoma, N.Y. 11779
Tel: (516) 981-7510
Fax: (516) 585-7392

HIGHWAY VIOLATION SEARCH

DATE: August 29, 1994
TITLE NO: CTIM 940100432,A
PREMISES: 621/635 3RD AVENUE
SEND ATT: JANE

COUNTY: MANHATTAN

BLOCK: 1314

LOT: 9

KINDLY CONDUCT A SEARCH IN YOUR DEPARTMENT FOR ANY HIGHWAY VIOLATIONS AGAINST THE ABOVE PREMISES.

SIDEWALK VIOLATIONS:

11/18/48
Notice 9626 Filed 11/19/84-SAT

29482 Filed 11/29/83-SAT 3-19-84

ANY RELEASE OR DISMISSAL OF VIOLATION DOES NOT ENTITLE PROPERTY OWNERS TO A CANCELLATION OF AND BILLS ON RECORD IN THE OFFICE OF THE CITY COLLECTOR.

VERY TRULY YOURS,

BY: EXPRESS RESEARCH SERVICES

THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED AND THAT THE INFORMATION ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN. NO LIABILITY IS ASSUMED, THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

**479 Joan Street
Ronkonkoma, N.Y. 11779
Tel: (516) 981-7510
Fax: (516) 585-7392**

EMERGENCY REPAIRS

Company: CTIM Date: 29 August, 1994
Title No: 940100432,A County: MANHATTAN
Premises: 621/635 3RD AVENUE
SEND ATT: JANE

THIS SECTION FOR OFFICE USE ONLY:

The search of the last printed lien book reveals the following repair money due:

Date: 27 May, 1994

Amount: \$0.00

The result of the work-in-progress search reveals that:

- ☒ No Emergency Repairs have been given out at the above-captioned premises subsequent to the above lien date:
- ☐ The following Emergency Repairs have been given out at the above-captioned premises and are not posted in the last printed lien book:

[illegible]



EXPRESS RESEARCH SERVICES

50 Court Street
Brooklyn, N.Y. 11201
Tel: (718) 624-6969
Fax: (718) 624-0201

479 Joan Street
Ronkonkoma, N.Y. 11779
Tel: (516) 981-7510
Fax: (516) 585-7392

BUREAU OF AIR, NOISE, & HAZARDOUS MATERIALS

DATE: 29 August, 1994

TITLE NO: CTIM 940100432,A

PREMISES: 621/635 3RD AVENUE
SEND ATT: JANE

COUNTY: MANHATTAN

BLOCK: 1314

LOT: 9

*Kindly conduct a search, in your department, for violations against the
above mentioned premises.*

Very Truly Yours,
Express Research Services Corp.

CITY OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF AIR RESOURCES

59-17 Junction Boulevard, Corona, N.Y. 11368

(718) 595-3855
RECORDS CONTROL

The
City
of
New York

1 OF 1TITLE SEARCH INQUIRYDATE: 8-29-94

RE: YOUR INQUIRY:

CTEM 940100432, A

Express Research Ser
50 Court St
Bhlyn NY 11201

GENTLEMEN:

A search of our records indicates the following information:

- X 1. It is a violation of the New York City Administrative code, Title 24, Air Pollution Control Code, to operate fuel-burning or refuse-burning equipment as specified in the Code without a valid certificate. If such equipment although unknown to us exists, it is automatically in violation of the law. This applies regardless of the information provided herein.
- X 2. No record for this premise.
3. See information below and attachments (if any) for additional records for this premise.



EXPRESS RESEARCH SERVICES

50 Court Street
Brooklyn, N.Y. 11201
Tel: (718) 624-6969
Fax: (718) 624-0201

479 Joan Street
Ronkonkoma, N.Y. 11779
Tel: (516) 981-7510
Fax: (516) 585-7392

DATE: 30 August, 1994

TITLE NO: CTIM 940100432,A

HOUSING AND BUILDING DEPARTMENT SEARCH

PREMISES: 621/635 3RD AVENUE

MANHATTAN

A search of the records of the Department of Buildings, and the Rent and Housing Maintenance Department of the City of New York was made on 30 August, 1994 and as of the last date of posting, the following violations were reported pending:

BUILDING DEPARTMENT:

LAST DATE OF POSTING: 15 July, 1994

A search by the Building Department shows VIOLATIONS. See Attached.

RENT AND HOUSING MAINTENANCE DEPARTMENT:

A search of the Rent and Housing Department shows NO VIOLATIONS.

BUILDING CLASSIFICATION:

Multiple Dwelling _____

Not a Multiple Dwelling X

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

EXPRESS RESEARCH SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED THEREIN.

EXPRESS RESEARCH SERVICES IS SUBMITTING THIS REPORT FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER. THIS SEARCH DOES NOT INCLUDE OTHER AGENCIES VIOLATIONS.

NOTICE OF VIOLATION AND ORDER TO CORRECT VIOLATION

COPY

You are hereby notified that there exists a violation in the subject premises as described below.

You are hereby directed to remove this violation, pursuant to Section 26-248, subd. d and/or Section 26-122 of Titles 26 and/or 27 of the Administrative Code. In addition to the items checked below, repair or replace all worn, defective, missing and improperly maintained elements which contribute to the malfunction of the elevator.

All inquiries and reference to this violation should be directed to the Elevator Division,
60 Hudson Street, New York, New York 10013, 5th Floor, Telephone # (212) 312-8700.

if it is not corrected within ten days, you may be summoned to appear in the

Borough Superintendent

COMMISSIONER

Place of Occurrence: 633 - 3 Ave		Bldg:		Date of Violation:	Type:	Badge No.	Area	Number
Instruction:		No. of Stories: -	Block:	Lo:	12-30-87	E	1464	6-1
Occupancy at time of inspection: -								
CTDINS VIOLATED: Administrative Code 27-127 & RS 18-1				Elevator No.:		Complaint No.		

☐ FAILURE TO MAINTAIN ELEVATOR (B8G)

ELEVATOR PART

☐ FAILURE TO MAINTAIN ELEVATOR HAZARDOUS (B8H)

INSIDE CAR

- Emergency stop switch
 - Alarm system
 - Car enclosure
 - Side emergency exit
 - Car door/gate
 - Car door/gate contact
 - Door reopening device
 - Car floor to landing sill
 - Car door gibs
 - Car button station
 - Car lighting
 - Emergency lighting
 - Car mirror
 - Certificate Frame
- OUTSIDE HOISTWAY**
- Hoistway doors
 - Hoistway door gibs
 - Vision panel

18. Interlocks

19. Parking device
20. Hall button station
21. Indicators
- TOP OF CAR
22. Top emergency exit cover
23. Governor release carrier
24. Door hangers & connectors
25. Door operator
26. Normal limits
27. Final limits
28. Guide shoes
29. Counterweight
30. Moistway
31. Electric wiring
32. Pipes and ducts
33. Overhead & deflector sheave
34. Traveling cable & junction

MACHINE ROOM

35. Machine room
38. Machine room door
37. Controller - selector
38. Reverse phase relay
39. Traction sheave
40. Governor
41. Governor switch
42. Drum
43. Pump Unit
44. Generator
45. Slack cable switch
46. Hoist cables
47. Governor cable
48. Car counterweight cable
49. Drum counterweight cable
50. Main Machine
51. Visual check gears/bearings

52. Machine brake

- 53. Lighting machine space
- 54. Machine / disconnect switch
PIT
- 55. Pit light
- 56. Pit stop switch
- 57. Pit
- 58. Car guide-rails & brackets
- 59. Cwl. Guide-rails & brackets
- 60. Buffers
- 61. Car safety & tail rope
- 62. Underside platform
- 63. Tension weight
- 64. Comp. chains, rope & switch
- ESCALATOR / MOVING WALK
- 65. Fire Shutters
- 66. Skirt switch

67. Comb plate teeth

- 68. Comb plate switch
- 69. Handrails
- 70. Step/thread
- 71. Key switch
- 72. Emergency stop button
- 73. Entire Device
- 74. Miscellaneous

VIOLATION CONDITION

- | | | | | | | | | |
|--------------|----------------|-------------------|---------------|------------|--------------|----------------------|----------------|---------------|
| Altered | D Unsecured | G. Improper Fuses | J. Misaligned | M. Missing | P. No access | S. Not fireretardant | V. Not level | Y. Oil leak |
| Insufficient | E. Rubbing | H. Worn | K. Rusted | N. Shorted | O. Unguarded | T. Unlabeled | W. Unlocked | Z. Water leak |
| Padlocked | F. Lost motion | L. Damaged | M. Defective | O. Dirty | R. Illegal | U. Illegible | X. Inoperative | |

SUGGESTED REMEDY

- | | | | |
|------------------|---------------------|--------------|-------------|
| - Adjust | 04. Patch | 07. Provide | 10. Renew |
| - Clean | 05. Perform test | 08. Regroove | 11. Repair |
| - Install guards | 06. Properly secure | 09. Remove | 12. Replace |

☐ FILE APPLICATION AND OBTAIN PERMIT
☐ CEASE USE

ELEVATOR PART

VIOLATING CONDITION

SUGGESTED REMEDY

ADDITIONAL INFORMATION:

5) Property Tax, governors for all Test

INSPECTOR'S LAST NAME, FIRST INITIAL

I PERSONALLY OBSERVED THE COMMISSION OF THE OFFENSE(S) CHARGED ABOVE AND/OR VERIFIED THEIR EXISTENCE THROUGH REVIEW OF DEPARTMENTAL RECORDS.

08/30/94

ECB VIOLATION DETAILS

LLWPQBYN

ECB VIOLATION NUMBER ==> 34095178N

VIOL ACTIVE

BIN #: 1037174

LOCATION INFO:

NO COMPL RECORD

BLOCK: 1314

619 3 AVENUE , MAN , NY 10017

LOT : 9

RESPONDENT INFO:

CB : 106

633 SEAFOOD RESTAURANT . , ,

GEO FLAG: 1

VIOL ISSUE DATE : 07/26/93

DELIVERED DATE : 07/26/93

VIOL TYPE : PA - PLACE ASSEMBLY

DOB VIOL NUMBER: 072693CB5PR02

ISSUING INSP ID : 0713

DEVICE TYPE :

DEVICE NUMBER : 1037174

SCHED HRG DATE : 10/21/93

HEARING TIME : 10:30

LOCATION: MAN

AMOUNT IMPOSED : \$ 400.00

AMOUNT PAID : \$ 400.00

HEARING STATUS : F - DEFAULT

COMPL STATUS : N - NO COMPL RECORD

COMPL BY DATE : 01/08/94

COMPL MET FLAG :

COMPL MET DATE :

VIOL SEVERITY : B - MODERATE

INFRACTION CODES: B62

FIRST INFRACTION: 26-246

OPERATION OF A PLACE OF ASSEMBLY WITHOUT A CURR

HISTORICAL EVENT DATES:

CUR:

HRG:

COM:

DEF:

STIP ACC:

AJR:

ASS:

WRI:

REINSPECTION COMPLIANCE:

PF1 = PREV. SCREEN

PF2 = MENU

PF3 = INFR CODE TRANS;

08/30/94

ECB INFRACTION CODE TRANSLATION

LLWPQBYN

ECB VIOLATION NUMBER ==> 34095178N

BIN #: 1037174

LOCATION INFO:

BLOCK: 1314

619 3 AVENUE , MAN , NY 10017

LOT : 9

RESPONDENT INFO:

CB : 106

633 SEAFOOD RESTAURANT . , ,

CODE TRANSLATION

B62 26-246

OPERATION OF A PLACE OF ASSEMBLY WITHOUT A CURRENT PERMIT

DESCRIPTION OF VIOLATION:

OPERATION OF A PLACE OF ASSEMBLY WITHOUT A CURRENT PERMIT. (TABLE ARRANGEMENTS 275 PERSONS) LOCATION: SOUTH/EAST STRUT DBA: DOCKS RESTAURANT

REMEDY: OBTAIN A VALID PUBLIC ASSEMBLY PERMIT/DISCONTINUE ILLEGAL USE

PF1 = PREVIOUS SCREEN PF2 = RETURN TO VIOLATIONS SCREEN

08/30/94

ECB VIOLATION DETAILS

LLWFOEYN

ECB VIOLATION NUMBER ==> 34019031Y VIOL ACTIVE BIN #: 1037174
 LOCATION INFO: OVERDUE COMPL BLOCK: 1314
 211 EAST 40 STREET , MAN , NY 10016 LOT : 9
 RESPONDENT INFO: CB : 106
 633 THIRD AVE WILLIAMS RE . 633 3 AVENUE , MANHATTAN , NY 10017
 GEO FLAG: 1
 VIOL ISSUE DATE : 09/29/89 DELIVERED DATE : 09/29/89
 VIOL TYPE : DOB VIOL NUMBER: 092989DOT
 ISSUING INSP ID :
 DEVICE TYPE : DEVICE NUMBER : 1037174
 SCHED HRG DATE : 12/07/89 HEARING TIME : 8:30 LOCATION: MAN
 AMOUNT IMPOSED : \$ 625.00 AMOUNT PAID : \$ 1250.00
 HEARING STATUS : V - IN VIOLATION COMPL STATUS : 0 - OVERDUE COMPL
 COMPL BY DATE : COMPL MET FLAG :
 COMPL MET DATE : VIOL SEVERITY :
 INFRACTION CODES: B9T
 FIRST INFRACTION: UNDEFINED INFRACTION CODE !
 HISTORICAL EVENT DATES:
 CUR: HRG: 12/20/89 COM: DEF: STIP ACC:
 AJR: 11/16/89 ASG: 12/07/89 WRI: REINSPECTION COMPLIANCE:
 PF1 = PREV. SCREEN PF2 = MENU PF3 = INFR CODE TRANS;

08/30/94

ECB INFRACTION CODE TRANSLATION

LLWFOEYN

ECB VIOLATION NUMBER ==> 34019031Y BIN #: 1037174
 LOCATION INFO: BLOCK: 1314
 211 EAST 40 STREET , MAN , NY 10016 LOT : 9
 RESPONDENT INFO: CB : 106
 633 THIRD AVE WILLIAMS RE . 633 3 AVENUE , MANHATTAN , NY 10017
 CODE TRANSLATION

 B9T UNDEFINED INFRACTION CODE !

DESCRIPTION OF VIOLATION:

OCCUPANCY CONTRARY TO THAT ALLOWED C OF D OF BUILDING DEPT RECORDS A V
 EHICLE PARKED IN TRUCK LOADING BAYS REMEDY DISCONTINUE ILLEGAL USE AME
 ND C OF D IF FEASIBLE HAS ONE CHEV NY PL 6YK540 WHITE STA/WAG
 PF1 = PREVIOUS SCREEN PF2 = RETURN TO VIOLATIONS SCREEN

08/30/94

ECB VIOLATION DETAILS

LLWPQBYN

ECB VIOLATION NUMBER ==> 34038894N VIOL ACTIVE BIN #: 1037174
 LOCATION INFO: OVERDUE COMPL BLOCK: 1314
 220 EAST 41 STREET , MAN , NY 10017 LOT : 9
 RESPONDENT INFO: CB : 106
 RAPP ART CENTER . 220 EAST 41 STREET , MANHATTAN , NY 10009 GEO FLAG: 1

VIOL ISSUE DATE : 05/29/90 DELIVERED DATE : 05/29/90
 VIOL TYPE : PA - PLACE ASSEMBLY DOB VIOL NUMBER: 052990PA70G01
 ISSUING INSP ID : 0313
 DEVICE TYPE : DEVICE NUMBER : PA 152/50
 SCHED HRG DATE : 11/01/90 HEARING TIME : 8:30 LOCATION: MAN
 AMOUNT IMPOSED : \$ 170.00 AMOUNT PAID : \$ 0.00
 HEARING STATUS : V - IN VIOLATION COMPL STATUS : 0 - OVERDUE COMPL
 COMPL BY DATE : 12/13/90 COMPL MET FLAG :
 COMPL MET DATE : VIOL SEVERITY : A - HIGH
 INFRACTION CODES: B62 B64
 FIRST INFRACTION: 26-246 OPERATION OF A PLACE OF ASSEMBLY WITHOUT A CURR
 HISTORICAL EVENT DATES:
 CUR: HRG: 11/13/90 COM: DEF: 07/16/90 STIP ACC:
 AJR: 10/11/90 ASG: 11/01/90 WRI: REINSPECTION COMPLIANCE:
 PF1 = PREV. SCREEN PF2 = MENU PF3 = INFR CODE TRANS;

08/30/94

ECB INFRACTION CODE TRANSLATION

LLWPQBYN

ECB VIOLATION NUMBER ==> 34038894N BIN #: 1037174
 LOCATION INFO: BLOCK: 1314
 220 EAST 41 STREET , MAN , NY 10017 LOT : 9
 RESPONDENT INFO: CB : 106
 RAPP ART CENTER . 220 EAST 41 STREET , MANHATTAN , NY 10009
 CODE TRANSLATION

B62 26-246 OPERATION OF A PLACE OF ASSEMBLY WITHOUT A CURRENT PERMIT
 B64 27-528 APPROVED PLACE OF ASSEMBLY PLANS NOT AVAILABLE FOR INSPEC

DESCRIPTION OF VIOLATION:

OPERATION OF PA WITHOUT A CURRENT PERMIT. REMEDY OBTAIN A CURRENT PERMIT. FAILURE TO HAVE APPROVED PA PLAN AVILABLE FOR INSPECTION. REMEDY PROVIDE APPROVE PLAN FOR INSPECTION.

PF1 = PREVIOUS SCREEN PF2 = RETURN TO VIOLATIONS SCREEN



THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS

MANHATTAN
Municipal Building
New York, N.Y. 10007
586-3130

BRONX
1932 Arthur Avenue
Bronx, N.Y. 10457
583-5520 EXT. 35

BROOKLYN
Municipal Building
Brooklyn, N.Y. 11201
643-7586

QUEENS
126-06 Queens Blvd.
Kew Gardens, N.Y. 11415
520-3018

RICHMOND
Borough Hall
St. George, N.Y. 10301
390-5204

CALDWELL, WINGATE Const. Co.
90 WATER, STELLING
277-PARK AVENUE
NEW YORK - N.Y.

You are hereby notified that there exists a violation in the subject premises as described below.

You are hereby directed to remove this violation, pursuant to Section C26-86.5, subd. d and/or Section 643a-8.0 of Chapter 26 of the Administrative Code.

All inquiries and reference to this violation should be directed to the Violation Section in the respective borough.

(If this violation is not corrected within ten days, you may be summoned to appear in the Criminal Court.)

Serge Chalona

Mark M. Minty

BOROUGH SUPERINTENDENT

MAY 01 1986

COMMISSIONER

Location 633-3RD AVENUE.			Boro MAN		Violation Number				
Construction FP	No. of Stories 4	Block 1314	Lot 9	Date 4/16/86	Type C	Dist. B	No. 50	Quad. 2	
Occupied at Time of Inspection as: COMMERCIAL					Complain No. BN. 715-86		Docket No.		
Section(s) Violated C26.119.3					of the AC				

DESCRIPTION OF VIOLATION:

LOCATION: 16th fl. The following is contrary to
 plans acceptable for permit under Building Code appx 715-86. (1)
 Glass wall partition installed 0" to approx. 3" above hand calling
 Plan indicates 6" installation above ceiling (2) Partitions removed
 not indicated on plan. (3) Single door installed to Elevator
 lobby. Plan indicates double door. (4) access + door bet.
 Rm's 1653 to 1652 not indicated on plan. Plan indicates
 separate Rm's. Remedy: (1) (2) (3) (4) Remedy plan if feasible
 or conform to plan. Any work that is illegal must be removed.
 Filed By: *Joseph Ramo*

BRIBERY IS A CRIME:

A person who gives or offers a bribe to any employee of the City of New York, or an
 employee who takes or solicits a bribe, is guilty of a felony punishable by imprisonment
 for up to seven years or a fine, or both. Penal Law, Section 200.00 and 200.10.



EXPRESS RESEARCH SERVICES

 BUR. OF FIRE PREV. CHIEF:
☐ VIOLATION
☒ NO VIOLATION

 50 Court Street
 Brooklyn, N.Y. 11201
 Tel: (718) 624-6969
 Fax: (718) 624-0201

FIRE DEPARTMENT OF THE CITY OF NEW YORK

 BUREAU OF FIRE PREVENTION
 250 LIVINGSTON STREET
 BROOKLYN, N.Y. 11201-5884

 479 Joan Street
 Ronkonkoma, N.Y. 11779
 Tel: (516) 981-7510
 Fax: (516) 585-7392

RECORD SEARCH REQUEST

MAIL TO

 EXPRESS RESEARCH SERVICES
 50 COURT STREET, SUITE 512
 BROOKLYN, NY 11201

 CHECKED BY _____
 SEARCH NUMBER 56153

TITLE NO. CTIM 940100432,A

The undersigned requests the following information re: Premises

SEND ATT: JANE

621/635 3RD AVENUE

MANHATTAN

ADDRESS

BOROUGH

- ☒ 1. Record of existing Fire Department Violations _____ FEE: \$10.00
- ☐ 2. Record of Permit for _____ FEE: \$10.00
- ☐ 3. Other _____ FEE: \$10.00

TOTAL FEE: \$10.00

State applicants interest in or relations to premises:

(THE CITY OF NEW YORK IS NOT BEING SUED NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

Signed EXPRESS RESEARCH SERVICESDate August 29, 1994

DO NOT WRITE BELOW THIS LINE

Gentlemen:

 In reply to your request concerning the permises mentioned above, please be advised
 that as of 9 A.M. AUG 9 1994 our records show the following:

 SEARCHED
 BY:

 Chief in Charge
 Division of Fire Prevention

 VIOLATIONS RECORDED ABOVE ARE ONLY THOS WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE DIVISION
 OF FIRE PREVENTION, AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.



EXPRESS RESEARCH SERVICES

50 Court Street
Brooklyn, N.Y. 11201
Tel: (718) 624-6969
Fax: (718) 624-0201

FIRE DEPARTMENT OF THE CITY OF NEW YORK

BUREAU OF FIRE PREVENTION
250 LIVINGSTON STREET
BROOKLYN, N.Y. 11201-5884

479 Joan Street
Ronkonkoma, N.Y. 11779
Tel: (516) 981-7510
Fax: (516) 585-7392

RECORD SEARCH REQUEST

MAIL TO

EXPRESS RESEARCH SERVICES
50 COURT STREET, SUITE 512
BROOKLYN, NY 11201

CHECKED BY

SEARCH NUMBER

56153

TITLE NO. CTIM 940100432,A

The undersigned requests the following information re: Premises

SEND ATT: JANE

621/635 3RD AVENUE

MANHATTAN

ADDRESS

BOROUGH

- ☐ 1. Record of existing Fire Department Violations _____ FEE: \$10.00
- ☐ 2. Record of Permit for _____ FEE: \$10.00
- ☒ 3. Other **FUEL OIL PERMIT** _____ FEE: \$10.00

TOTAL FEE: \$10.00

State applicants interest in or relations to premises:

(THE CITY OF NEW YORK IS NOT BEING SUED NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

Signed EXPRESS RESEARCH SERVICESDate August 29, 1994

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the permises mentioned above, please be advised
that as of 9 A.M. 9-3-94 our records show the following:

No record of fuel oil

SEARCHED BY:

M. M. M. M.

Chief in Charge
Division of Fire Prevention

permit

VIOLATIONS RECORDED ABOVE ARE ONLY THOS WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE DIVISION OF FIRE PREVENTION, AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

D.O. 3

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ASBESTOS REPORT

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ASBESTOS MATERIALS INSPECTION SURVEY

for the property located at:

**633 THIRD AVENUE, NYC
SUB-BASEMENT - ROOF**

Prepared for:

**HERRICK, FEINSTEIN
2 PARK AVENUE
NEW YORK, NY**

prepared by:

**GCI ENVIRONMENTAL ADVISORY, INC.
655 THIRD AVENUE
NEW YORK, NY 10017**

JUNE 1994

TABLE OF CONTENTS

SECTION I	EXECUTIVE SUMMARY
SECTION II	SURVEY AREA DISCUSSION
SECTION III	SAMPLING AND ANALYTICAL METHODOLOGY
SECTION IV	DISCUSSION OF RECOMMENDATIONS
SECTION V	LIMITATIONS
SECTION VI	INSPECTOR QUALIFICATIONS
APPENDIX A	FACILITY ACM SURVEY SUMMARY
APPENDIX B	MATERIAL SAMPLE ANALYSIS
APPENDIX C	SURVEY AREA DIAGRAMS

ASBESTOS MATERIALS INSPECTION SURVEY

for the property located at:

**633 THIRD AVENUE
SUB BASEMENT - ROOF**

I. EXECUTIVE SUMMARY

A comprehensive Asbestos Materials Inspection was performed within the entire property located at 633 Third Avenue, New York, NY. The inspection was performed in two phases by New York City Certified Asbestos Investigator, Mr. Philip J. Heiserman. Floors 10 through 27 (inclusive) were inspected during the period of November 23-29, 1993 and the remaining floors were inspected during the period of February 25 - March 11, 1994. The purpose of this survey was to locate and quantify all assumed and identified asbestos-containing materials (ACM) as they exist within the building.

Asbestos containing materials have been identified and observed in various forms throughout the property and include:

- * Mud-packed Pipe Fittings (and limited amounts of pipe insulation) - above suspended ceilings, within Mechanical Equipment Rooms (MER)
- * Vinyl Floor Tiles - 9" x 9" and 12" x 12"
- * Pre-molded Duct Insulation - Concourse, ground floor, 11th floor, enclosed shaft
- * Tar Waterproofing Material on Perimeter Walls - on all floors (Ground - 39)

Typical construction/building materials including wall/ceiling plaster, sheetrock, suspended ceiling tiles and concrete were not sampled as part of this survey because these materials in the past have been found to not contain asbestos.

The presence of the identified or assumed ACM observed during this survey does not pose an immediate health or safety hazard.

II. SURVEY AREA DISCUSSION

The survey area comprises the entire building, sub-basement through roof (inclusive), located at 633 Third Avenue, New York, NY. The majority of the floors were vacant at the time of the survey, allowing for complete access for inspection. Access restrictions caused by tenant occupancy occurred on the concourse and ground floor levels and on floors 6-8, and 11-22. Tenant occupancy meant that only a limited number of ceiling penetrations could be made and carpet could not be pulled up for full inspection. However, enough access was made so that the majority of ACM could be visually identified.

The majority of observed pipe insulation was non-suspect fiberglass. However, the mud packed pipe fittings on these pipes were identified as asbestos containing. Virtually all observed pipe fittings were above the suspended ceiling or within mechanical equipment rooms with only minor damage observed. Laboratory analysis of this material reveals that the pipe fittings contain from **22 - 57% Chrysotile Asbestos**.

Virtually all observed pipe insulation was non-suspect fiberglass. The only exceptions are materials found within the sub-basement, concourse level (pre-molded), 4th floor, 9th floor (aircell) and within the main pipe shaft. These materials had minor areas of observed damage, particularly in the main pipe shaft. This minor damage however, is generally in areas not accessible to the public (i.e. above suspended ceilings, within enclosed shaft, etc.). The only exception is the pipe insulation located within the Dock's Restaurant liquor storage on the concourse level (see Section IV). All non-fiberglass pipe insulation was assumed to be **Asbestos-Containing**, except one minor occurrence of millboard pipe insulation on the 39th floor which was identified by laboratory analysis as non-ACM.

A wide variety of 9" and 12" vinyl floor tiles was observed throughout the property (much of this tile is below carpet). Due to the wide variety of floor tiles, 9" x 9" floor tiles typically were not sampled and were assumed to be ACM. Limited samples of the 12" x 12" vinyl floor tiles were collected yielding mixed results. For the purpose of this report all vinyl floor tiles are assumed to be ACM. Twelve inch floor tiles which yielded negative results for asbestos content are identified separately on the drawings (see Appendix C), however the summary (Appendix A) includes all observed tiles. Additional sampling and testing of the 12" tiles will be necessary before any can be considered as non-ACM. All 9" and 12" vinyl floor tiles observed were generally in good condition (much is below carpet). Laboratory analysis indicates that the floor tiles contain from **1.9% - 18% Chrysotile Asbestos**.

Pre-molded duct insulation was observed in the following areas:

1. Concourse level - above former kitchen and hallway ceilings.
2. Ground floor level - above service elevator lobby ceiling (is likely to extend through the lobby ceiling and into the ceiling of the south side restaurant).
3. Eleventh Floor - west side, above tenant space ceiling.
4. Vertical shaft observed on the concourse and ground floor - north of the east service elevator. This shaft is completely enclosed so it's extent could not be determined. Visual observations indicate that this duct shaft may terminate on the eleventh floor (within MER) or extend to the roof. No quantity is provided for this material.

All observed duct insulation is located above a suspended ceiling (or within the shaft), however the material is friable and some limited damage was observed. Laboratory analysis reveals that the duct insulation on the ground floor and concourse levels contains **24-29% Amosite Asbestos**. The duct insulation on the 11th floor contains **12-19% Chrysotile Asbestos**. No access was available for sampling the material within the vertical duct shaft and it's condition could not be determined because it is entirely enclosed. Selective demolition of the interior shaft would be required to further assess this material.

A tar waterproofing material was observed coating the perimeter walls above the suspended ceilings on all floors (Ground through 39). In addition, a limited amount of similar material was observed applied to the ceiling deck in the east-center region of the 38th floor and in the northeast region of the 10th floor. Tenant occupancy made it impossible to determine the extent of the material on the ground floor (observed in only one location on the ground floor). This is a non-friable material that is not likely to become friable due to it's tar (resinous) composition. Laboratory analysis of the tar waterproofing revealed that it contains **12-31% Chrysotile Asbestos**. No damage to this material was observed and it is inaccessible to the general public.

Further detail regarding the location of ACM can be found in Appendix C. Further information regarding the condition of each type of observed ACM can be found in Appendix A. Further information regarding the composition of the material samples analyzed can be found in Appendix B.

III. SAMPLING AND ANALYTICAL METHODOLOGY

Representative samples of each "suspected" asbestos containing material were collected utilizing approved Federal, State and Local methods. All samples were submitted to an accredited laboratory for analysis. Each sample was analyzed by the designated laboratory utilizing Polarized Light Microscopy (PLM) methods. Materials that were found to contain greater than one percent ($>1\%$) asbestos were identified as positive and classified as asbestos containing. Other materials, in which either no asbestos was identified or trace amounts were detected in quantities less than one percent ($<1\%$), were classified as non-asbestos containing. Analytical results and locations for all materials sampled during the Survey can be found in Appendix B.

Non - Friable Organically Bound Materials (NOB) refers to a wide variety of building materials, such as vinyl or asphalt floor tiles, resilient floor coverings, mastic, asphalt shingles, roofing materials, etc. EPA 600/M4-82-020 December 1982 calls for the analysis of suspected asbestos-containing materials (ACM) via Polarized Light Microscopy (PLM). However, the method has limitations when (NOB) materials are encountered.

These limitations, such as the inability to detect thin or extremely short fibers (less than 1 micrometer in length) generated during the milling process and the difficulty of separating asbestos fibers and bundles from the resinous matrix, may lead to false negatives or underestimates of the amount of asbestos fibers present in the sample.

For these reasons, when analysis by PLM yields negative results for the presence of asbestos in (NOB) materials, The State of New York Department of Health (DOH) has issued the following requirements as of August 3, 1992: **"Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos-containing, confirmation must be made by quantitative Transmission Electron Microscopy."**

The superior resolution of Transmission Electron Microscopy can detect the presence of asbestos fibers well beyond the range of PLM. In addition, the use of Select-Area Electron Diffraction (SAED) and Energy-Dispersive Spectroscopy (EDS) can positively identify asbestos fibers in the sample.

IV. DISCUSSION OF RECOMMENDATIONS

Each item of identified or assumed ACM is discussed in Appendix A. Recommendations have been made regarding future handling of the identified items. Each item has been assigned a priority for removal (1 - 3), within 1 being materials that should be given first priority for removal. The priority has been determined by the following factors:

- A. Friability and condition of the material.
- B. Potential for exposure (high, medium, low) based upon the accessibility to building personnel or occupants, exposure to high air flow, etc.

For example a material that is friable and has observed damage and is in an accessible area or area of high traffic or air flow, will be given a medium or high potential for exposure and will be given first priority for removal. The only such occurrence is the pipe insulation observed within the Dock's liquor storage on the concourse level. This material is given Priority 1 due to it's accessibility and friability. It is not however, considered an imminent hazard due to the limited amount of material and the limited traffic into this area.

Recommendations for future handling are provided in Appendix A and are identified as follows:

Removal (R) - Removal of ACM according to all applicable rules and regulations.

Opportunistic

Removal (OR) - Removal that is not required due to imminent hazards but is undertaken due to special circumstances (i.e., tenant has vacated space, renovations are occurring, removal can be done cost effectively with minimal tenant disturbance). Removal is always recommended when feasible because it is the only corrective action which eliminates the potential for future exposure.

Operations and Maintenance

Plan (OMP)-

These materials are in good condition and/or are in areas of no or limited access. These materials should remain undisturbed but be periodically monitored to ensure no future potential for exposure. Many items recommended for OMP will also be recommended for Opportunistic Removal.

Generally speaking, the ACM items identified are categorized as follows:

- A. Friable materials (pipe fittings, pipe insulation) in good condition with a low exposure potential (because they are generally above a suspended ceiling) are assigned Priority 3, OMP (OR).
- B. Friable materials (pipe fittings, pipe insulation) in fair condition with a medium exposure potential (due to their condition) are assigned Priority 2, OMP (OR).
- C. Vinyl floor tiles (non-friable) have a low exposure potential (because they are non-friable and much of them exist below carpet) and are assigned Priority 3, OMP (OR).
- D. Tar waterproofing (non-friable) has a low exposure potential and is assigned Priority 3, OMP. Opportunistic Removal (OR) of this material is not recommended because the exposure potential is so low. This material would only need to be removed in the event of building demolition or other renovation which actually disturbs the perimeter masonry walls.

IMPLEMENTATION OF RECOMMENDATIONS

Recommendations provided in Appendix A should be implemented as follows:

- A. The removal of the pipe insulation (Priority 1) in the Dock's Liquor storage on the concourse level should be performed during a period when the restaurant is not in operation (i.e. nights or weekends). Due to the limited amount of ACM, the removal can be completed in one shift causing no undue hardship to the tenant.
- B. Priority 2 items are typically the friable duct insulation, pipe insulation and fittings located above a suspended ceiling. It is recommended that these materials be monitored under on Operations and Maintenance Plan (O&M) until the opportunity arises to perform removal (i.e. tenant has vacated the space). In the event a maintenance or renovation activity has the potential to disturb the ACM, it will be necessary to perform the removal at a time when the tenants are not occupying the space and the HVAC system is not in operation. For pipe insulation and fittings this work can be performed at night or during a weekend because the amount of ACM in any given area is small. However if it becomes necessary to remove the duct insulation (concourse, ground floor, eleventh floor) it will be necessary to vacate the affected area for the duration of the work (2-4 weeks for each area).

- C. Priority 3 items are typically friable materials that are inaccessible and in good condition or non-friable floor tiles and tar waterproofing. These materials should be monitored under an O&M Plan until the opportunity arises to do the removal (i.e. tenant has vacated the space). The removal of the friable materials (i.e. pipe fittings) can typically be performed at night or during weekends (short duration) because the amount of ACM in any given area is small. The removal of floor tile on the low rise floors will require 2-4 weeks and 1-3 weeks on the high rise floors. The removal of the tar waterproofing should not be necessary unless the building is being demolished.

All removal of ACM must be performed by New York City and State Certified Asbestos Handlers employed by a licensed abatement contractor. Limited removal of ACM may be performed by personnel who have been trained in O&M procedures however it is recommended that this be done only in emergency situations. All removal and disposal of ACM must be performed in compliance with the applicable local, state and federal regulations.

SUMMARY OF THE OPERATIONS AND MAINTENANCE PLAN

The primary objectives of the Operations and Maintenance Plan (O&M) are:

- a) monitoring and maintaining the condition of the ACM until it is eventually removed,
- b) minimizing future fiber release by controlling access to the ACM, and
- c) cleaning-up any existing contamination.

The O&M Plan is not a means to perform large scale abatement. As stated previously it is recommended that all abatement be performed by a licensed abatement contractor.

The O&M Plan should include the following elements:

- Notification and labeling
- Training
- Employee protection and medical surveillance programs
- Specialized cleaning procedures
- Special work practices for maintenance activities
- Special work practices for renovation
- Emergency response procedures
- Periodic ACM surveillance, and
- Recordkeeping

V. LIMITATIONS

This visual inspection survey was performed within all accessible areas of the property. GCI Environmental Advisory, Inc. representatives attempted to gain enough access to locate all suspect materials. Access was limited, however by the following conditions:

- A. Much of the survey was performed with tenants occupying their space.
- B. The space above the suspended ceiling houses HVAC ductwork, plumbing, etc. Frequently these factors would limit the visibility above the suspended ceilings and the ability to access certain tiles.
- C. Some occupied floors had 1' x 2' or 1' x 1' concealed spline suspended ceiling tiles. Those ceilings could only be accessed where available access tiles existed or in limited locations where the ceiling tiles were broken open.
- D. The majority of floor space is covered with carpet. Extensive observations made below carpet on the vacant floors indicate that generally the floor tile was removed before carpet was laid down, especially in the tenant occupied (non-core) building areas. Limited observations below carpet on the tenant occupied floors generally confirm this tendency except as noted (in the summary and on the drawings).
- E. The majority of the building core areas (i.e., interior stairwells, elevator lobbies, bathrooms, electrical rooms, etc.) has a suspended plaster/sheetrock ceiling. Access into these areas was limited by available access panels which were frequently painted shut and could not be opened. It should be noted that when a ceiling or wall access panel in the bathroom areas was opened, generally asbestos-containing pipe fittings were observed. It is likely that additional ACM exists behind ceiling and wall access panels that were not accessed.

The description of the ACM in this building is based upon our visual observations made at the time of the survey as well as results of laboratory analysis of samples collected at the property. The condition of the observed ACM is current only as of the dates of the survey.

VI. INSPECTOR QUALIFICATIONS

Mr. Philip J. Heiserman's qualifications are as follows:

- A. New York City Certified Asbestos Investigator, Cert. #427889505. Certified Investigator since 1987.
- B. New York City Certified Asbestos Supervisor, Cert. #09187.
- C. New York State Certified Inspector, #AH 89-01379.
- D. New York State Certified Management Planner, #AH 89-01379.
- E. New York State Certified Air Sampling Technician and Project Monitor, Cert. #AH 89-01379.

Mr. Heiserman has worked in the asbestos abatement industry since 1982. He has performed building inspections, designed and supervised abatement projects since 1986. Mr. Heiserman was employed by ATC Environmental Inc. from September 1986 - September 1992 (Vice President from 1990 - 1992). Mr. Heiserman is now employed as Vice President of GCI Environmental Advisory, Inc. (1992 - present).

APPENDIX A
FACILITY ACM SURVEY SUMMARY

FACILITY ACM SURVEY SUMMARY

FOR

**633 THIRD AVENUE
NEW YORK, NY**

SUB-BASEMENT - ROOF

FACILITY ACM SURVEY SUMMARY

EXPLANATION OF RECOMMENDATIONS

PRIORITY

1. FIRST AND IMMEDIATE
2. SECONDARY
3. TERTIARY

RECOMMENDATIONS

Removal (R) - Due to one or more of the following: Damage, accessibility, high traffic or air flow, potential for future damage and exposure.

Opportunistic Removal (OR) - Removal that is not required due to imminent hazards but is undertaken due to special opportunities (renovation, tenant vacating space, etc.).

Operations & Maintenance Plan - Material that either needs no repair or is inaccessible, or potential for exposure is low, but needs to be periodically monitored to assess potential for future exposure.

FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
Sub-basement	Northeast region - Mud packed fittings on fiberglass insulated pipes - Approximately 2 fittings	Friable/Good	M - Exposure	3 - OMP (OR)	Reference to pipe fittings will always mean mud packed fittings on fiberglass insulated pipes.
Sub-basement	Northeast/central region - Pre-molded pipe insulation - Approx. 75 lin. ft.	Friable/Fair	M - Exposure	2 - OMP (OR)	For more details regarding ACM locations see Appendix C - Survey Area Diagrams.
Sub-basement	Throughout - 9" x 9" and 12" x 12" vinyl floor tiles - Approx. 2325 sq. ft.	Non-friable/Fair	L - Exposure	3 - OMP (OR)	
Concourse Level	Various locations - Mud packed pipe fittings - Approx. 140	Friable/Fair	M - Exposure	3 - OMP (OR)	
Concourse Level	Southeast center (Dock's Liquor Storage) - Aircell pipe insulation - Approx 20 lin. ft.	Friable/Fair	H - Exposure	1 - Removal	
Concourse Level	Southwest and center regions - Pre-molded kitchen exhaust duct insulation - Approx. 3800 sq. ft.	Friable/Fair	M - Exposure	2 - OMP (OR)	
Concourse Level	Throughout - 9" and 12" vinyl floor tile - Approx. 12,785 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
Concourse Level	Northeast MER* - Woven duct vibration dampers - Approx. 10 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	* MER - Mechanical Equipment Room
Concourse Level	Chemical Bank Basement - 9" and 12" floor tile - Approx. 1220 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
Ground Floor	East center MER - Mud packed pipe fittings - Approx. 30 fittings	Friable/Fair	L - Exposure	3 - OMP (OR)	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
Ground Floor	Center and south center regions - Pre-molded kitchen exhaust duct - Approx. 400 sq. ft.	Friable/Fair	L - Exposure	2 - OMP (OR)	Additional Indeterminate quantity not accessible above plaster ceiling.
Ground Floor (and Dock's Restaurant Mezzanine)	Various locations - 9" and 12" vinyl floor tile - Approx. 1,880 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Additional quantities may exist below carpet in tenant occupied space.
Ground Floor	East center - Tar waterproofing - quantity N/A (see comments)	Non-friable/Good	L - Exposure	3 - OMP	Access restrictions due to tenant occupied space; quantity not determined.
2nd Floor	Various locations - Mud packed pipe fittings - Approx. 60	Friable/Fair	M - Exposure	3 - OMP (OR)	
2nd Floor	Throughout - 9" floor tile - Approx. 27,000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
2nd Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	This material does not need to be removed unless the building is demolished.
3rd Floor	North side - Mud packed pipe fittings - Approx. 50	Friable/Good	M - Exposure	3 - OMP (OR)	
3rd Floor	Throughout 9" and 12" vinyl floor tile - Approx. 27,000 sq. ft. (see comments)	Non-friable/Good	L - Exposure	3 - OMP (OR)	Approx. 1,425 sq. ft. of 12" tile has 9" tiles below.
3rd Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
4th Floor	Various locations - Mud packed pipe fittings - Approx. 24	Friable/Good	M - Exposure	3 - OMP (OR)	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
4th Floor	South side of building core - Pre-molded pipe insulation - Approx. 75 lin. ft.	Friable/Good	L - Exposure	2 - OMP (OR)	
4th Floor	Throughout - 9" vinyl floor tiles - Approx. 20,000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
4th Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200	Non-friable/Good	L - Exposure	3 - OMP	
5th Floor	MER (south center) and above bathroom ceilings - Mud packed fittings on fiberglass Insulated pipes - Approx. 42	Friable/Fair	L - Exposure	3 - OMP (OR)	
5th Floor	Throughout - 9" and 12" vinyl floor tiles - Approx. 23,250 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
5th Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
6th Floor	Core rest room ceilings - Mud packed pipe fittings - Approx. 8	Friable/Fair	L - Exposure	3 - OMP (OR)	Access into bathroom ceiling limited to available access panels.
6th Floor	Throughout - 9" and 12" vinyl floor tile - Approx. 9,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
6th Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
7th Floor	Core rest room ceilings - Mud packed pipe fittings - Approx. 9	Friable/Fair	L - Exposure	3 - OMP (OR)	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
7th Floor	Northwest region and various locations throughout - 9" and 12" vinyl floor tile - Approx. 3,470 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
7th Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
8th Floor	Core rest room ceilings - mud packed pipe fittings - Approx. 6	Friable/Fair	M - Exposure	2 - OMP (OR)	3 of 4 bathroom ceilings could not be accessed.
8th Floor	Throughout - 9" and 12" vinyl floor tiles - Approx. 27,000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
8th Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
9th Floor	Various locations - Mud packed pipe fittings - Approx. 70	Friable/Fair	L - Exposure	3 - OMP (OR)	
9th Floor	South center - Aircell pipe insulation - Approx. 15 lin. ft.	Friable/Fair	M - Exposure	2 - OMP (OR)	
9th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 3,685 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
9th Floor	Perimeter walls - Tar waterproofing material - Approx. 2,200 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
10th Floor	Core rest room ceilings and southeast region - Mud packed pipe fittings - Approx. 16	Friable/Good	L - Exposure	3 - OMP (OR)	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
10th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 1,000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
10th Floor	Perimeter walls and northeast region ceiling deck - Tar waterproofing material - Approx. 4,600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
11th Floor	East side - Mud packed pipe fittings - Approx. 34	Friable/Fair	M - Exposure	2 - OMP (OR)	
11th Floor	Southwest region - Pre-molded duct insulation - Approx. 4,800 sq. ft.	Friable/Fair	M - Exposure	2 - OMP (OR)	
11th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 2,075 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	230
11th Floor	East side perimeter walls - Tar waterproofing material - Approx. 2,000 sq. ft.	Non-friable/ Good	L - Exposure	3 - OMP	
12th Floor	East center and southeast center - mud packed pipe fittings - Approx. 4	Friable/Good	L - Exposure	3 - OMP (OR)	
12th Floor	Various locations - 12" vinyl floor tile - Approx. 930 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
12th Floor	Perimeter walls - Tar waterproofing material - Approx. 1,600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
13th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 900 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	

FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - & DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY RECOMMENDATIONS	COMMENTS
13th Floor	Perimeter walls - Tar waterproofing material - Approx. 1,600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
14th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 800 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
14th Floor	Perimeter walls - Tar waterproofing material - Approx. 1,600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
15th Floor	Northeast region building core storage room ceiling - Mud packed pipe fittings - Approx. 2	Friable/Fair	M - Exposure	2 - OMP (OR)	
15th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 4,850 sq. ft.	Non-friable/ Good	L - Exposure	3 - OMP (OR)	Quantity is estimated based on observations below carpet.
15th Floor	Perimeter walls - Tar waterproofing material - Approx. 1,600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
16th Floor	West center region - Mud packed pipe fittings - Approx. 6 fittings	Friable/Fair	L - Exposure	3 - OMP (OR)	
16th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 1,210 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
16th Floor	Perimeter walls - Tar waterproofing material - Approx. 1,600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
17th Floor	Northeast region building core storage room ceiling - Mud packed pipe fittings - Approx. 3	Friable/Fair	M - Exposure	2 - OMP (OR)	Some access restrictions on this floor due to tenant occupancy.

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY RECOMMENDATIONS	COMMENTS
17th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 935 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
17th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
18th Floor	North center and south center - 12" vinyl floor tile - Approx. 460 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Some access restrictions due to tenant occupancy.
18th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
19th Floor	Various locations - Mud packed pipe fittings - Approx. 8	Friable/Good	L - Exposure	3 - OMP (OR)	
19th Floor	Various locations - 12" vinyl floor tiles - Approx. 330 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
19th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
20th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 450 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
20th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
21st Floor	Various locations - Mud packed pipe fittings - Approx. 14	Friable/Fair	L - Exposure	3 - OMP (OR)	No access into southeast region sheetrock ceiling.

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
21st Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 1,000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
21st Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
22nd Floor	Northeast region building core storage room ceiling - Mud packed pipe fittings - Approx. 4	Friable/Fair	M - Exposure	2 - OMP (OR)	
22nd Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 4970 sq. ft.	Non-friable/Fair	L - Exposure	3 - OMP (OR)	
22nd Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
23rd Floor	Northeast region building core storage room ceiling - Mud packed pipe fittings - Approx. 2	Friable/Fair	M - Exposure	2 - OMP (OR)	
23rd Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 320 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
23rd Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
24th Floor	Various locations - Mud packed pipe fittings - Approx. 18	Friable/Fair	L - Exposure	3 - OMP (OR)	
24th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 290 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
24th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
25th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 915 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
25th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
26th Floor	North of north center interior stairwell - Mud packed pipe fittings - Approx. 3	Friable/Fair	M - Exposure	2 - OMP (OR)	
26th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 770 sq. ft.	Non-friable/Fair	L - Exposure	3 - OMP (OR)	
26th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
27th Floor	North of north center interior stairwell - Mud packed pipe fittings - Approx. 6	Friable/Good	L - Exposure	3 - OMP (OR)	
27th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 130 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
27th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
28th Floor	Core rest rooms and northeast region ceilings - Mud packed pipe fittings - Approx. 20	Friable/Fair	M - Exposure	2 - OMP (OR)	

FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
28th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 1030 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
28th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
29th Floor	Various locations - Mud packed pipe fittings - Approx. 12	Friable/Fair	M - Exposure	2 - OMP (OR)	No access into women's room ceiling.
29th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 1080 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
29th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
30th Floor	Core rest rooms and northeast region ceilings - Mud packed pipe fittings - Approx. 12	Friable/Good	L - Exposure	3 - OMP (OR)	
30th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 245 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
30th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
31st Floor	Core rest room ceilings - Mud packed pipe fittings - Approx. 8	Friable/Good	L - Exposure	3 - OMP (OR)	
31st Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 390 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
31st Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
32nd Floor	Various locations - Mud packed pipe fittings - Approx. 16	Friable/Fair	M - Exposure	2 - OMP (OR)	
32nd Floor	Throughout - 9" and 12" vinyl floor tiles - Approx. 11,700 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Majority of floor tile is below carpet.
32nd Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
33rd Floor	Core rest room and northeast region ceilings - Mud packed pipe fittings - Approx. 16	Friable/Fair	M - Exposure	2 - OMP (OR)	
33rd Floor	Throughout - 9" vinyl floor tiles - Approx. 12,800 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Majority of floor tile is below carpet.
34th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
34th Floor	Northeast region ceiling - Mud packed pipe fittings - Approx. 8.	Friable/Fair	M - Exposure	2 - OMP (OR)	No access into core rest room ceilings.
34th Floor	Throughout - 9" vinyl floor tiles - Approx. 9000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Floor tile is below carpet.
34th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
35th Floor	Core rest room and northeast region ceilings - Mud packed pipe fittings - Approx. 8	Friable/Fair	M - Exposure	2 - OMP (OR)	

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FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
35th Floor	Service elevator lobby - 12" vinyl floor tiles - Approx. 100 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
35th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	
36th Floor	Core rest room and northeast region ceilings - Mud packed pipe fittings - Approx. 8	Friable/N/A	L - Exposure	3 - OMP (OR)	No access into rest room ceilings. Existence of ACM is assumed.
36th Floor	Throughout - 9" and 12" vinyl floor tiles - Approx. 12,500 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Multiple layers of tile were observed.
36th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
37th Floor	Northeast building core storage room ceiling - Mud packed pipe fittings - Approx. 5	Friable/Fair	M - Exposure	2 - OMP (OR)	No access into core rest room ceilings. Additional fittings are possible.
37th Floor	Throughout - 9" and 12" vinyl floor tile - Approx. 12,000 sq. ft.	Non-friable /Good	L - Exposure	3 - OMP (OR)	Majority of tile is below carpet.
37th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
38th Floor	Core rest room ceilings and condensate tank room - Mud packed pipe fittings - Approx. 18	Friable/Good	L - Exposure	3 - OMP (OR)	
38th Floor	Various locations - 9" and 12" vinyl floor tiles - Approx. 13, 000 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP (OR)	Floor tile below carpet and multiple layers of tile.

FACILITY ACM SURVEY SUMMARY

SPACE DESCRIPTION	AREA - DEFINED ACM ITEMS - ACM QUANTITIES	FRIABILITY/ CONDITION	EXPOSURE POTENTIAL (H/ M/ L)	PRIORITY - RECOMMENDATIONS	COMMENTS
38th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
38th Floor	West center ceiling deck - Tar waterproofing material - Approx. 150 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
39th Floor	Various locations - Mud packed pipe fittings - Approx. 48	Friable/Fair	M - Exposure	2 - OMP (OR)	Many areas of inaccessible plaster ceilings.
39th Floor	Various locations - 9" and 12" vinyl floor tile - Approx. 405 sq. ft.	Non-friable/Fair	L - Exposure	3 - OMP (OR)	50 sq. ft. of 9" tile is below 12" tile.
39th Floor	Perimeter walls - Tar waterproofing material - Approx. 1600 sq. ft.	Non-friable/Good	L - Exposure	3 - OMP	
40th Floor - MER	All ACM has been removed.				238 All ACM removed.
41st Floor - MER	Northeast region - Fan insulation - Indeterminate quantity.	Friable/Enclosed	L - Exposure	3 - OMP	All other ACM has been removed. Remaining fan insulation is enclosed within masonry wall.
Roof	Cooling Tower - Transite Panels - Approx. 4000 sq. ft.	Non-friable/Fair	L - Exposure	3 - OMP (OR)	
Main Pipe Shaft (All floors)	Center of core - Pipe Insulation - Approx. 700 lin. ft.	Friable/Fair	M - Exposure	3 - OMP (OR)	Shaft is enclosed and accessible only to engineering staff.
Vertical Exhaust Duct Shaft (north of east service elevator)	Center of core - Pre-molded duct insulation - Indeterminate quantity.	Friable/Fair	L - Exposure	3 - OMP	Shaft is enclosed, no access. Extent of shaft could not be determined.

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APPENDIX B
MATERIAL SAMPLE ANALYSIS

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 23, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT
633-10-11/23-01	93022-02-01	Tenth Floor - Northwest region, phone room, southeast corner of room. 12" X 12" BROWN VINYL FLOOR TILE	YES 2.0% Chrysotile
633-10-11/23-02	93022-02-02	Tenth Floor - South side corridor, approximately 6 feet south and 10 feet east of freight elevator lobby. 9" X 9" OFF/WHITE VINYL FLOOR TILE	YES 9.0% Chrysotile
633-10-11/23-03	93022-02-03	Tenth Floor - Northwest region core men's restroom vestibule. 9" X 9" OFF/WHITE VINYL FLOOR TILE	YES 9.0% Chrysotile
633-10-11/23-04	93022-02-04	Tenth Floor - Northwest region, approximately 15 feet south of northwest corner on west perimeter wall. TAR WATERPROOFING MATERIAL	YES 12.0% Chrysotile
			58.0% Acid Soluble Inorganic 31.0% Organic 9.0% Acid Insoluble Inorganic
			43.0% Acid Soluble Inorganic 32.0% Organic 16.0% Acid Insoluble Inorganic
			44.0% Acid Soluble Inorganic 31.0% Organic 15.0% Acid Insoluble Inorganic
			66.0% Organic 12.0% Acid Insoluble Inorganic 9.0% Acid Soluble Inorganic

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 23, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-10-11/23-05	93022-02-05	Tenth Floor - Freight Elevator lobby, north wall, above suspended ceiling, around pipe penetration. PLASTER PATCH MATERIAL	NO	100.0% Silicates/Carbonates
633-23-11/23-06	93022-02-06	Twenty-third Floor - North side, women's restroom vestibule. 9" X 9" GREY VINYL FLOOR TILE	YES 4.0% Chrysotile	52.0% Acid Soluble Inorganic Organic 30.0% Acid Insoluble Inorganic 14.0%
633-23-11/23-6A	93022-02-06A	Twenty-third Floor - North side, women's restroom vestibule. MASTIC BELOW 9" X 9" GREY TILE	NO	84.0% Organics 11.0% Acid Insoluble Residue 5.0% Acid Soluble Components
633-23-11/23-07	93022-02-07	Twenty-third Floor - Northwest region, phone room. 12" X 12" BROWN VINYL FLOOR TILE	YES 3.1% Chrysotile	59.0% Acid Soluble Components 29.0% Organics 9.2% Acid Insoluble Residue

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 23, 1993

ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-23-11/23-08	93022-02-08	Twenty-third Floor - Directly west and adjacent to north end of passenger elevator lobby. MUD PACKED PIPE FITTING	YES 22.0% Chrysotile	67.0% Silicates/Carbonates 11.0% Fibrous Glass
633-12-11/23-09	93022-02-09	Twelfth Floor - Freight elevator lobby, northeast corner. 12" X 12" GREY VINYL FLOOR TILE	NO	82.0% Acid Soluble Components 17.0% Organics 1.6% Acid Insoluble Residue
633-12-11/23-10	93022-02-10	Thirteenth Floor - Freight elevator lobby, southeast corner 12" X 12 GREY VINYL FLOOR TILE	NO	84.0% Acid Soluble Inorganic 15.0% Organics <1.0% Acid Insoluble Inorganic

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 24, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT SAMPLE CONSTITUENTS
633-24-11/24-01	93058-01-01	Twenty-fourth Floor- Northwest region, phone room, southeast corner of room. 12" X 12" BROWN VINYL FLOOR TILE	YES 5.9% Chrysotile 64.0% Acid Soluble Components 21.0% Organics 9.4% Acid Insoluble Residue
633-24-11/24-02	93058-01-02	Twenty-fourth Floor - Southeast region, on south perimeter wall, approximately 40 feet west of southeast corner of floor.	YES 31.0% Chrysotile 69.0% Asphalt

TAR WATERPROOFING MATERIAL

633-26-11/24-03	93058-01-03	Twenty-sixth Floor - Northwest region phone room, east side of room. 9" X 9" GREEN VINYL FLOOR TILE	NO 42.0% Organics 35.0% Acid Soluble Components 23.0% Acid Insoluble Residue
633-26-11/24-04	93058-01-04	Twenty-sixth Floor - Just north of north center stairwell, on fiberglass insulated lines. MUD PACKED PIPE FITTINGS	YES 44.0% Chrysotile 56.0% Silicates/Carbonates

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 27, 1993

ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-11-11/27-01	93058-01-05	Eleventh Floor - Southeast region at entrance door to fan room. 12" X 12" LIGHT BROWN VINYL FLOOR TILE	NO	70.0% Acid Soluble Components 22.0% Organics 7.9% Acid Insoluble Residue
633-11-11/27-02	93058-01-06	Eleventh Floor - Vestibule to women's rest room in southwest region of core. 12" X 12" OFF-WHITE/GREY FLOOR TILE	YES 11.0% Chrysotile	58.0% Acid Soluble Components 27.0% Organics 3.7% Acid Insoluble Residue
633-11-11/27-03	93058-01-07	Eleventh Floor - Southwest region, approximately 20 feet south and 25 feet west of service elevators. MUD DUCT INSULATION	YES 17.0% Chrysotile	57.0% Silicates/Carbonates 26.0% Mineral Wool
633-14-11/27-04	93058-01-08	Fourteenth Floor - Southwest region of core, men's room vestibule, under carpet. 9" X 9" GREY VINYL FLOOR TILE	YES 18.0% Chrysotile	54.0% Acid Soluble Inorganic 4.9% Acid Insoluble Inorganic 23.0% Organic

GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 27, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-16-11/27-05	93058-01-09	Sixteenth Floor - West central region of floor, approximately 35 feet west and 20 feet north of service elevators. 12" X 12" TAN FLOOR TILE	NO	85.0% Acid Soluble Components 15.0% Organics 1.4% Acid Insoluble Residue
633-17-11/27-06	93058-01-10	Seventeenth Floor - Southeast region, approx. 20 feet south and 15 feet east of service elevators. 12" X 12" GREY FLOOR TILE	NO	51.0% Acid Soluble Components 45.0% Organics 4.0% Acid Insoluble Residue
633-17-11/27-07	93058-01-11	Seventeenth Floor - Northwest region, approx. 35 feet south and 55 feet west of northeast corner of floor. 9" X 9" LIGHT BROWN FLOOR TILE	YES 12.0% Chrysotile	34.0% Acid Soluble Inorganic 30.0% Organics 24.0% Acid Insoluble Inorganic
633-18-11/27-08	93058-01-12	Eighteenth Floor - Service elevator lobby, northwest corner. 12" X 12" LIGHT BROWN DESIGN TILE FLOOR	YES 4.5% Chrysotile	62.0% Acid Soluble Inorganic 23.0% Organic 11.0% Acid Insoluble Inorganic

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 27, 1993

ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-18-11/27-09	93058-01-13	Eighteenth Floor - Northeast region, approx. 35 feet south and 55 feet west of northeast corner of floor. 12" X 12" BLACK WITH WHITE SPOTS FLOOR TILES	NO	67.0% Acid Soluble Components 27.0% Organics 6.6% Acid Insoluble Residue
633-20-11/27-10	93058-01-14	Twentieth Floor - Service elevator lobby, south center. 12" X 12" BROWN/GREY VINYL FLOOR TILE	NO	54.0% Acid Soluble Components 28.0% Organics 18.0% Acid Insoluble Residue
633-21-11/27-11	93058-01-15	Twenty-first Floor - Northwest region, approx. 35 feet south and 35 feet east of northwest corner of floor. 12" X 12" BROWN/GREY VINYL FLOOR TILE	NO	73.0% Acid Soluble Components 21.0% Organics 5.6% Acid Insoluble Residue

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 27, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-11-11/27-12	93058-01-16	Eleventh Floor - Southwest region, approx. 40 feet south and 30 feet west of service elevators. MUD DUCT INSULATION	YES 19.0% Chrysotile	71.0% Silicates/Carbonates 10.0% Mineral Wool
633-11-11/27-13	93058-01-17	Eleventh Floor - West center region, approx. 65 feet west of service elevators. MUD DUCT INSULATION	YES 12.0% Chrysotile	76.0% Silicates/Carbonates 12.0% Mineral Wool

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 29, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION: Floors 10-27

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-27-11/29-01	93058-01-18	Twenty-seventh Floor - Northwest region, north perimeter wall approximately 25 feet est of northwest corner of floor. TAR WATERPROOFING MATERIAL	YES 25.0% Chrysotile	64.0% Organic 6.2% Acid Insoluble Inorganic 5.3% Acid Soluble Inorganic
633-27-11/29-02	93058-01-19	Twenty-seventh Floor - North center region, approx. 20 feet south and 65 feet west of northeast corner of floor on fiberglass reheat coil lines. MUD PACK PIPE FITTING	YES 57.0% Chrysotile	43.0% Silicates/Carbonates
633-22-11/29-03	93058-01-20	Twenty-second Floor - Southeast region, approx. 25 feet north and 10 feet west of southeast corner of floor. 9" X 9" BROWN VINYL FLOOR TILE	YES 13.0% Chrysotile	60.0% Acid Soluble Inorganic 20.0% Organic 7.0% Acid Insoluble Inorganic

GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS

CLIENT: Sandhurst Associates, Ltd. **DATE:** November 29, 1993
ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING LOCATION:

SAMPLING PARAMETER: Asbestos

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SAMPLE NUMBER	LAB ID #	SAMPLE LOCATION AND DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-19-11/29-04	93058-01-21	Nineteenth Floor - Northeast region of building core, store room, approx. 55 feet west and 30 feet south of northeast corner of floor. 12" X 12" OFF/WHITE FLOOR TILE	YES 4.7% Chrysotile	56.0% Acid Soluble Components 26.0% Organics 14.0% Acid Insoluble Residue

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 25, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

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SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-39-2/25-01	0049-01	Thirty-ninth Floor - Northeast region, approx. 30 feet west and 18 feet south of northeast corner of floor. MILLBOARD PIPE INSULATION	NO	98.0 % Cellulose 02.0 % Silicates/Carbonates
633-39-2/25-02	0049-02	Thirty-ninth Floor - Southeast region, approx. 50 feet west and 30 feet north of southeast corner of floor. 12" X 12" BEIGE FLOOR TILE	NO	79.0 % Acid Soluble Components 19.0 % Organics 01.9 % Acid Insoluble Residue
633-39-2/25-03	0049-03	Thirty-ninth Floor - South center region, approx. 80 feet west and 10 feet north of southeast corner of floor. PLASTER CEILING MATERIAL	NO	100.0% Silicates/Carbonates
633-38-2/25-04	0049-04	Thirty-eighth Floor - South center region, approx. 60 feet west and 15 feet north of southeast corner of floor. 12" X 12" GREY FLOOR TILE	NO	61.0 % Acid Soluble Components 26.0 % Organics 13.0 % Acid Insoluble Residue
633-38-2/25-05	0049-05	Thirty-eighth Floor - Condensate tank room directly east of service elevators, rear of room. MUD PACKED FITTING ON FIBERGLASS INSULATED PIPES	YES	36.0 % CHRYSOTILE 64.0 % Silicates/Carbonates

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 25, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

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SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-38-2/25-06	0049-06	Thirty-eighth Floor - South central region, approx. 30 feet west of southeast corner on south perimeter wall. TAR WATERPROOFING MATERIAL	YES	25.0 % CHRYSOTILE 69.0 % Organic 05.0 % Acid Soluble Inorganic
633-37-2/25-07	0049-07	Thirty-seventh Floor - Northeast region, approx. 38 feet west and 30 feet south of northeast corner of floor. 12" X 12" GREY STREAKED FLOOR TILE	NO	60.0% Organics 26.0 % Acid Soluble Components 14.0 % Acid Insoluble Residue
633-37-2/25-08	0049-08	Thirty-seventh Floor - Northeast region, approx. 50 feet west and 30 feet south of northeast corner of floor. 12" X 12" BROWN FLOOR TILE	NO	54.0 % Acid Soluble Components 28.0 % Organics 18.0% Acid Insoluble Residue
633-36-2/25-09	0049-09	Thirty-sixth Floor - North center region, approx. 70 feet east and 9 feet south of northwest corner of floor. 12" X 12" RED/RUST FLOOR TILE	YES	2.2 % CHRYSOTILE 62.0 % Acid Soluble Components 27.0 % Organics 08.8 % Acid Insoluble Residue
633-36-2/25-10	0049-10	Thirty-sixth Floor - Southwest region, approx. 40 feet east and 10 feet north of southwest corner of floor. 12" X 12" LIGHT BROWN TILE	NO	78.0 % Acid Soluble Components 19.0 % Organics 02.4 % Acid Insoluble Residue

GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 25, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-36-2/25-11	0049-11	Thirty-sixth Floor - South central region, approx. 75 feet west and 15 feet north of southeast corner of floor. 12" X 12" BRIGHT RED FLOOR TILE	YES	1.9 % CHRYSOTILE 56.0 % Acid Soluble Components 26.0 % Organics 17.0 % Acid Insoluble Residue

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 26, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

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SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-35-2/25-12	0049-12	Thirty-fifth Floor - Freight elevator lobby, northeast corner. 12" X 12" DARK GREY FLOOR TILE	YES	6.0 % CHRYSOTILE 61.0 % Acid Soluble Components 27.0 % Organics 06.0 % Acid Insoluble Residue
633-34-2/25-13	0049-13	Thirty-fourth Floor - South center region, at south perimeter wall, approx. 70 feet west of southwest corner of floor. 9" X 9" GREY FLOOR TILE	YES	7.6 % CHRYSOTILE 48.0 % Acid Soluble Components 28.0 % Organics 16.0 % Acid Insoluble Residue
633-34-2/25-14	0049-14	Thirty-fourth Floor - South central region, approx. 75 feet west and 5 feet north of southeast corner of floor. 1' X 2' PERFORATED SUSPENDED CEILING TILE	NO	95.0 % Mineral Wool 05.0 % Silicates/Carbonates

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 26, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====				
SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-34-2/25-15	0049-15	Thirty-fourth Floor - 2 feet east of northeast corner of building core, above suspended ceiling. MUD PACKED FITTING ON FIBERGLASS INSULATED PIPES	YES	40.0 % CHRYSOTILE 60.0 % Silicates/Carbonates
633-31-2/25-16	0049-16	Thirty-first Floor - Phone room just northwest of north side building stairwell, at entrance to room. 12" X 12" MEDIUM BROWN FLOOR TILE	YES	1.7 % CHRYSOTILE 62.0 % Acid Soluble Component's 26.0 % Organics 09.4 % Acid Insoluble Residue
633-2-2/25-17	0049-17	Second Floor - Approx. 45 feet west and 65 feet north of southeast corner of floor. 9" X 9" TAN FLOOR TILE	YES	12.0 % CHRYSOTILE 43.0 % Acid Soluble Inorganic 28.0 % Organics 17 % Acid Insoluble Inorganic
633-3-2/25-18	0049-18	Third Floor - Approximately 5 feet north of northeast region bathroom. MUD PACKED PIPE FITTING	YES	42.0 % CHRYSOTILE 58.0 % Silicates/Carbonates
633-3-2/25-19	0049-19	Third Floor - Approx. 80 feet south and 55 feet east of northwest corner of floor. 12" X 12" DARK BROWN FLOOR TILE	YES	17.0 % CHRYSOTILE 66.0 % Organics 11.0 % Acid Insoluble Residue 05.3 % Acid Soluble Components

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 27, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-8-2/27-20	0049-20	Eighth Floor - Southeast bathroom, in corridor in front of entrance, below carpet. 9" X 9" TAN VINYL FLOOR TILE	YES	12.0 % CHRYSOTILE 82.0 % Organics 05.9 % Acid Soluble Components
633-8-2/27-21	0049-21	Eighth Floor - Southeast region, approx. 42 feet north and 54 feet west of southeast corner of floor. 12" X 12" MEDIUM TAN VINYL FLOOR TILE	NO	95.0 % Organics 04.7 % Acid Soluble Components 00.7 % Acid Insoluble Residue
633-8-2/17-22	0049-22	Eighth Floor - Northeast region, approx. 50 feet west and 50 feet south of northeast corner of floor. SPRAY-ON FIREPROOFING	NO	85.0 % Silicates/Carbonates/Mica 12.0 % Cellulose 03.0 % Fibrous Glass
633-7-2/27-23	0049-23	Seventh Floor - West center region, approx. 70 feet north and 35 feet east of southwest corner of floor. 12" X 12" GREY FLOOR TILE WITH GREEN STREAKS	NO	82.0 % Organics 15.0 % Acid Insoluble Residue 03.4 % Acid Soluble Components
633-7-2/27-24	0049-24	Seventh Floor - North center region, approx. 35 feet south and 78 feet east of northwest corner of floor. SPRAY-ON FIREPROOFING	NO	85.0 % Silicates/Carbonates/Mica 12.0 % Cellulose 03.0 % Fibrous Glass

GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** February 27, 1994
PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.
SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-6-2/27-25	0049-25	Sixth Floor - Freight elevator lobby, northeast corner. 12" X 12" BROWN WITH DARK BROWN STREAKS VINYL FLOOR TILES	YES	11.0 % CHRYSOTILE 72.0 % Organics 13.0 % Acid Insoluble Residue 04.2 % Acid Soluble Components

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** March 2, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====				
SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-30-3/2-26	0049-26	Thirtieth Floor - North side center, in phone room directly northeast of north end of passenger elevator lobby. 12" X 12" BROWN FLOOR TILE	YES	3.3 % CHRYSOTILE 55.0 % Acid Soluble Components 23.0 % Organics 18.0 % Acid Insoluble Residue
633-30-3/2-27	0049-27	Thirtieth Floor - Northwest region women's room vestibule, southwest corner under carpet. 12" X 12" OFF-WHITE WITH LIGHT BROWN STREAKS	YES	2.8 % CHRYSOTILE 74.0 % Acid Soluble Components 19.0 % Organics 04.2 % Acid Insoluble Residue
633-28-3/2-28	0049-28	Twenty-eighth Floor - Area directly southeast of freight elevator lobby, approx. 5 feet south and 5 feet east of freight lobby entrance. 12" X 12" OFF-WHITE WITH GREY STREAKS FLOOR TILE	NO	78.0 % Acid Soluble Components 19.0 % Organics 02.6% Acid Insoluble Residue
633-4-3/2-29	0049-29	Fourth Floor - South center, center of south perimeter wall. TAR WATERPROOFING MATERIAL	YES	27.0 % CHRYSOTILE 65.0 % Organics 05.0 % Acid Soluble Inorganic 03.0 % Acid Insoluble Inorganic

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** March 3, 1994
PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.
SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-9-3/3-30	0049-30	Ninth Floor - Closet directly southwest of south end of passenger elevator lobby, approx. 15 feet southwest. 12" X 12" BROWN WITH DARK STREAKS VINYL FLOOR TILE	YES	10.0 % CHRYSOTILE 58.0 % Acid Soluble Components 25.0 % Organics 06.7 % Acid Insoluble Residue
633-9-3/3-31	0049-31	Ninth Floor - Reception area directly south of passenger elevator lobby, approx. 25 feet south. 12" X 12" BEIGE VINYL FLOOR TILE	NO	72.0 % Acid Soluble Component 20.0 % Organics 07.5 % Acid Insoluble Residue

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** March 8, 1994
PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.
SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-1-3/8-32	0049-32	Ground Floor - Freight elevator lobby, northwest corner. 12" X 12" OFF-WHITE WITH GREY STREAKS FLOOR TILE	NO	60.0 % Acid Soluble Components 29.0 % Organics 11.0 % Acid Insoluble Residue
633-1-3/8-33	0049-33	Ground Floor - Freight elevator lobby, above ceiling access panel. PREMOLDED BLOCK DUCT INSULATION	YES	29.0 % AMOSITE 71.0 % Silicates/Carbonates
633-1-3/8-34	0049-34	Ground Floor - Freight elevator lobby, above ceiling access panel. MUD SEAM ON BLOCK DUCT INSULATION	YES	24.0 % CHRYSOTILE 76.0 % Silicates/Carbonates
633-C-3/8-35	0049-35	Concourse Level - Directly north of stairwell adjacent to service elevator. 12" X 12" DARK TAN WITH DARK BROWN STREAKS FLOOR TILE	YES	3.3 % CHRYSOTILE 60.0 % Acid Soluble Components 27.0 % Organics 09.8 % Acid Insoluble Residue
633-C-3/8-36	0049-36	Concourse Level - Northwest region approx. 60 feet east and 50 feet south of northwest corner of floor. 12" X 12" LIGHT BROWN WITH BROWN STREAKS FLOOR TILE	NO	73.0 % Acid Soluble Components 20.0 % Organics 06.8 % Acid Insoluble Residue

**GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS**

CLIENT NAME: Sandhurst Associates, Ltd. **SAMPLING DATE:** March 8, 1994

PROJECT ADDRESS: 633 Third Avenue **LABORATORY:** GCI Environmental Advisory, Inc.

SAMPLING PARAMETER: Asbestos **PROJECT #:** N94-SA2-A0049

=====

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-SC-3/8-37	0049-37	Sub-basement Level - Main Mechanical Equipment Room on east side, pump valves in southwest region of MER. MUD PACKED PUMP VALVE	NO	65.0 % Silicates/Carbonates 35.0 % Mineral Wool
633-11-3/8-38	0049-38	Eleventh Floor - Mechanical Equipment Room, southeast region, outside entrance to plenum on southeast corner. DUCT GASKET/JOINT MATERIAL	NO	75.0 % Silicates/Carbonates 25.0 % Mineral Wool

GCI ENVIRONMENTAL ADVISORY, INC.
MATERIAL SAMPLE ANALYSIS

CLIENT NAME: Sandhurst Associates, Ltd. SAMPLING DATE: March 11, 1994
PROJECT ADDRESS: 633 Third Avenue LABORATORY: GCI Environmental Advisory, Inc.
SAMPLING PARAMETER: Asbestos PROJECT #: N94-SA2-A0049

=====

SAMPLE NUMBER	LAB ID#	SAMPLE LOCATION/DESCRIPTION	ASBESTOS PRESENT	SAMPLE CONSTITUENTS
633-SC-3/11-39	0049-39	Sub-basement Level - Northwest region, approx. 15 feet south and 10 feet east of northwest corner of floor. 12" X 12" GREY/BROWN FLOOR TILE	NO	75.0 % Acid Soluble Components 20.0 % Organics 05.3 % Acid Insoluble Residue

APPENDIX C
SURVEY AREA DIAGRAMS

KEY TO DRAWINGS 633 THIRD AVENUE

9"X9" Asbestos-containing vinyl
floor tiles



12"x12" Asbestos-containing vinyl
floor tiles



12"X12" Suspect vinyl floor tiles



Asbestos-containing mud packed pipe fittings



Asbestos-containing mud coated duct insulation



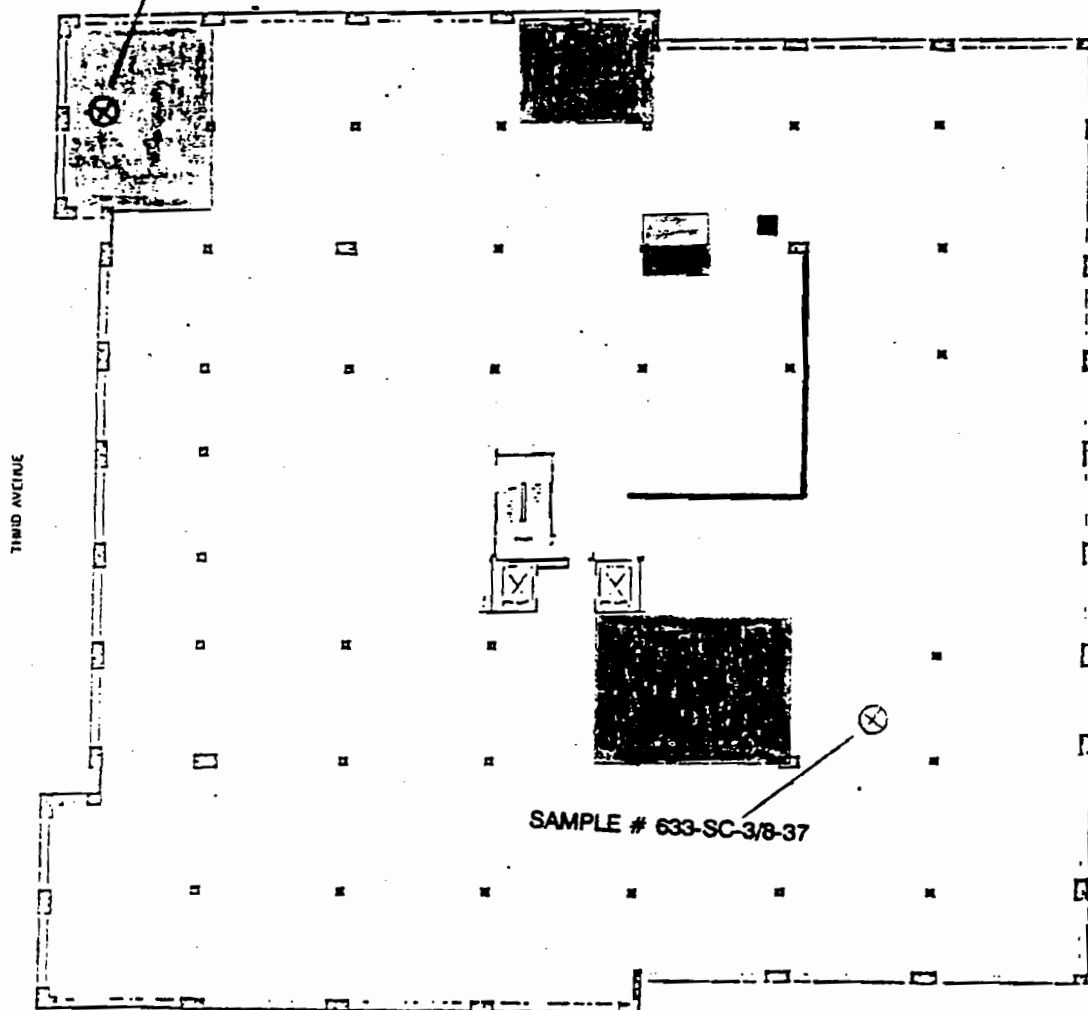
Asbestos-containing tar waterproofing material

Bulk sample locations



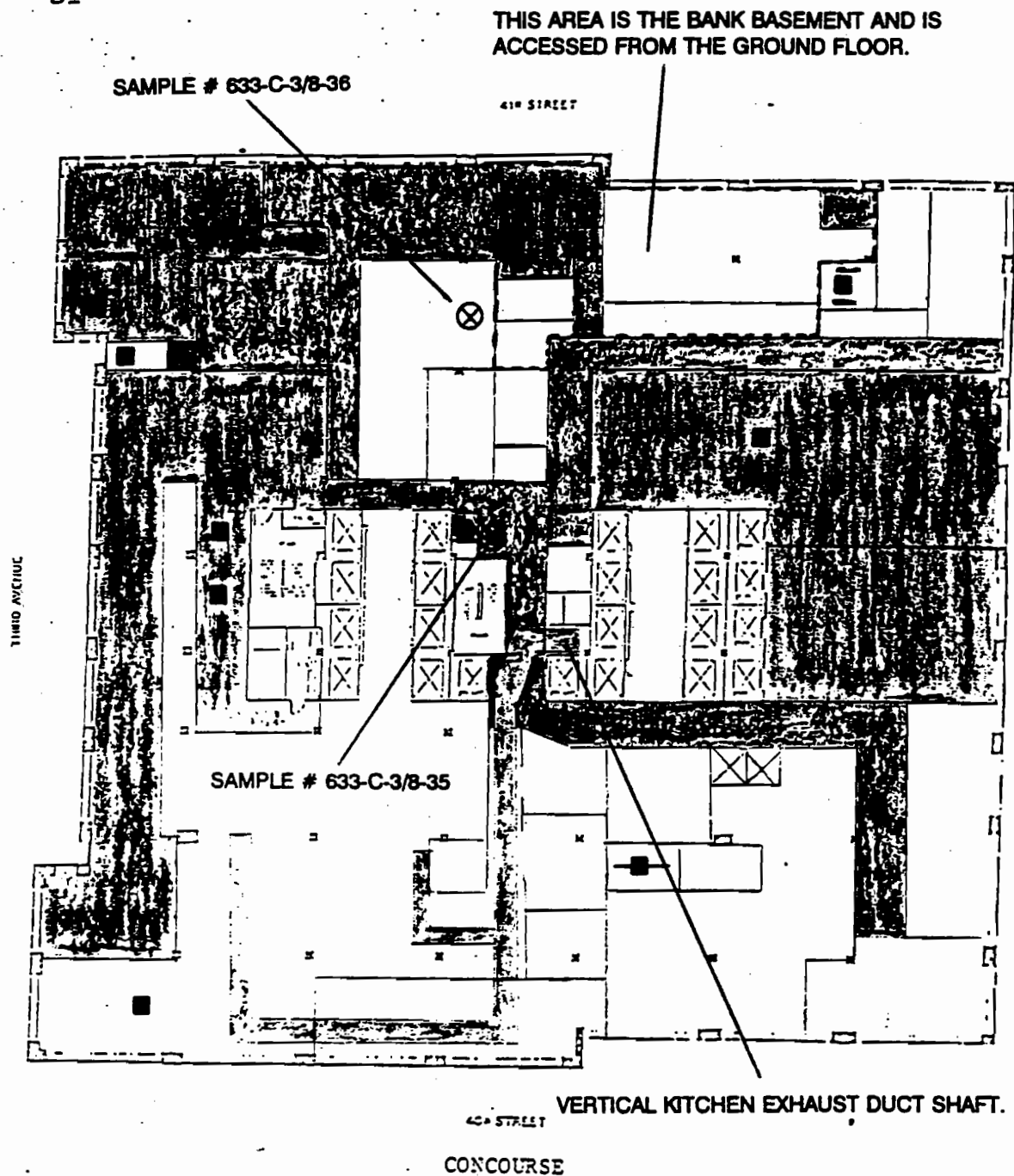
*Typical Low Rise Floor*ORIGINAL FITTINGS AND VALVE INSULATION IN EAST
SIDE MER ARE NON-ACM.

SAMPLE # 633-SC-3/11-39

41st STREET40th STREET

SUB-BASEMENT

DHURST ASSOCIATES, LTD.

Typical Low Rise Floor

*Typical Low Rise Floor*THIS AREA IS ACCESSED THROUGH THE CHEMICAL
BANK BASEMENT.9" X 9" FLOOR TILES OBSERVED BELOW CARPET IN
THIS REGION.

410 STREET

VERTICAL KITCHEN EXHAUST DUCT SHAFT.

SAMPLE # 633-1-3/8-32, 33, 34

NO ACCESS TO OBSERVE KITCHEN EXHAUST DUCT
IN THIS REGION.

MEZZANINE ABOVE RESTAURANT KITCHEN.

400 STREET

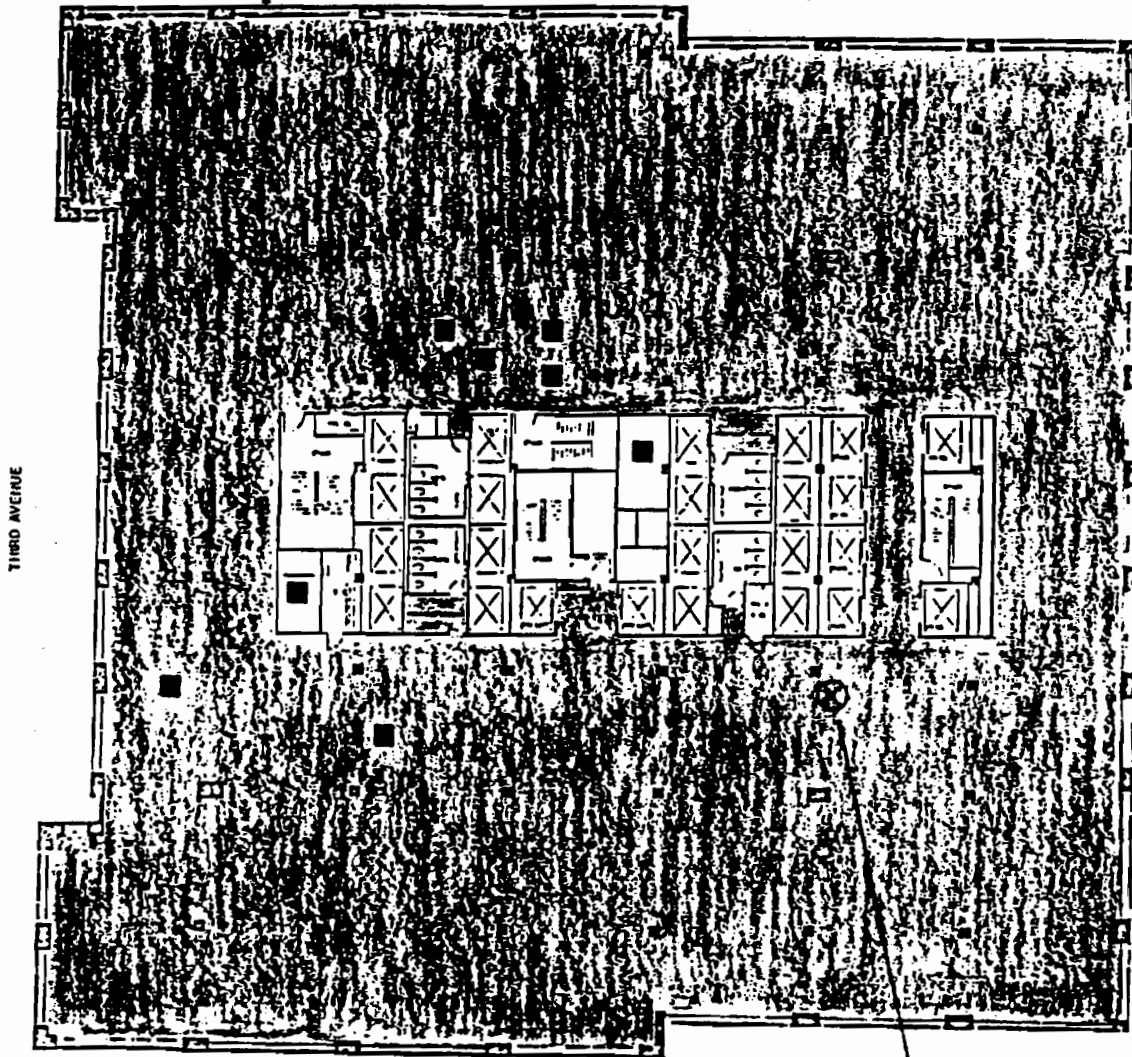
TAR WATERPROOFING OBSERVED BEHIND
FIBERGLASS ON PERIMETER WALL IN THIS
REGION.

GROUND FLOOR

HURST ASSOCIATES, LTD.

*Typical Low Rise Floor*NO ACCESS INTO CORE AREA BATHROOM CEILING
PANELS.

4TH STREET



40th STREET

SAMPLE # 633-2-2/25-17

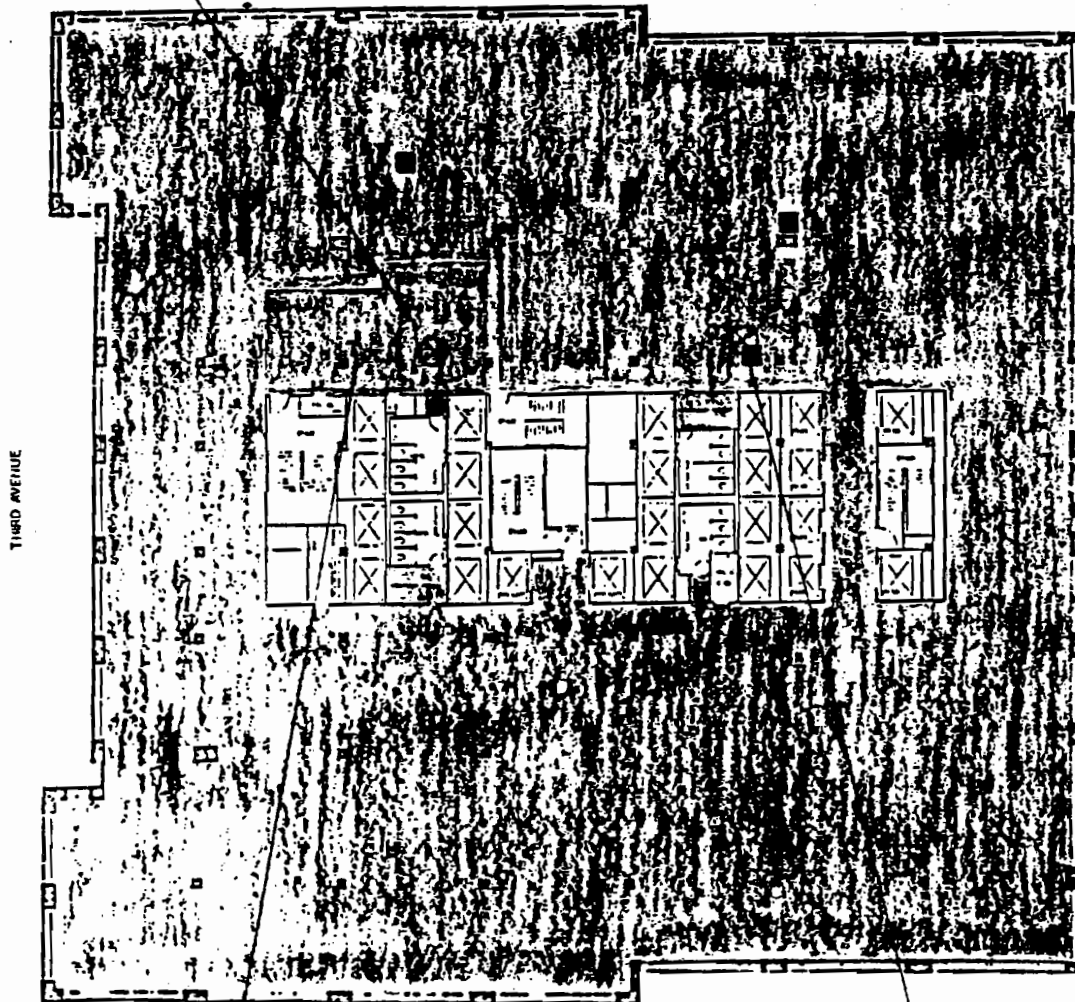
2ND FLOOR

DHDURST ASSOCIATES, LTD.

*Typical Low Rise Floor*NO ACCESS INTO CORE AREA BATHROOM CEILING
PANELS.

SAMPLE # 633-3-2/25-19

410 STREET

THIS AREA OF 12" X 12" (ACM) TILE APPEARS TO
HAVE 9" (ACM) TILE BELOW.

400 STREET

SAMPLE #633-3-2/25-18

3RD FLOOR

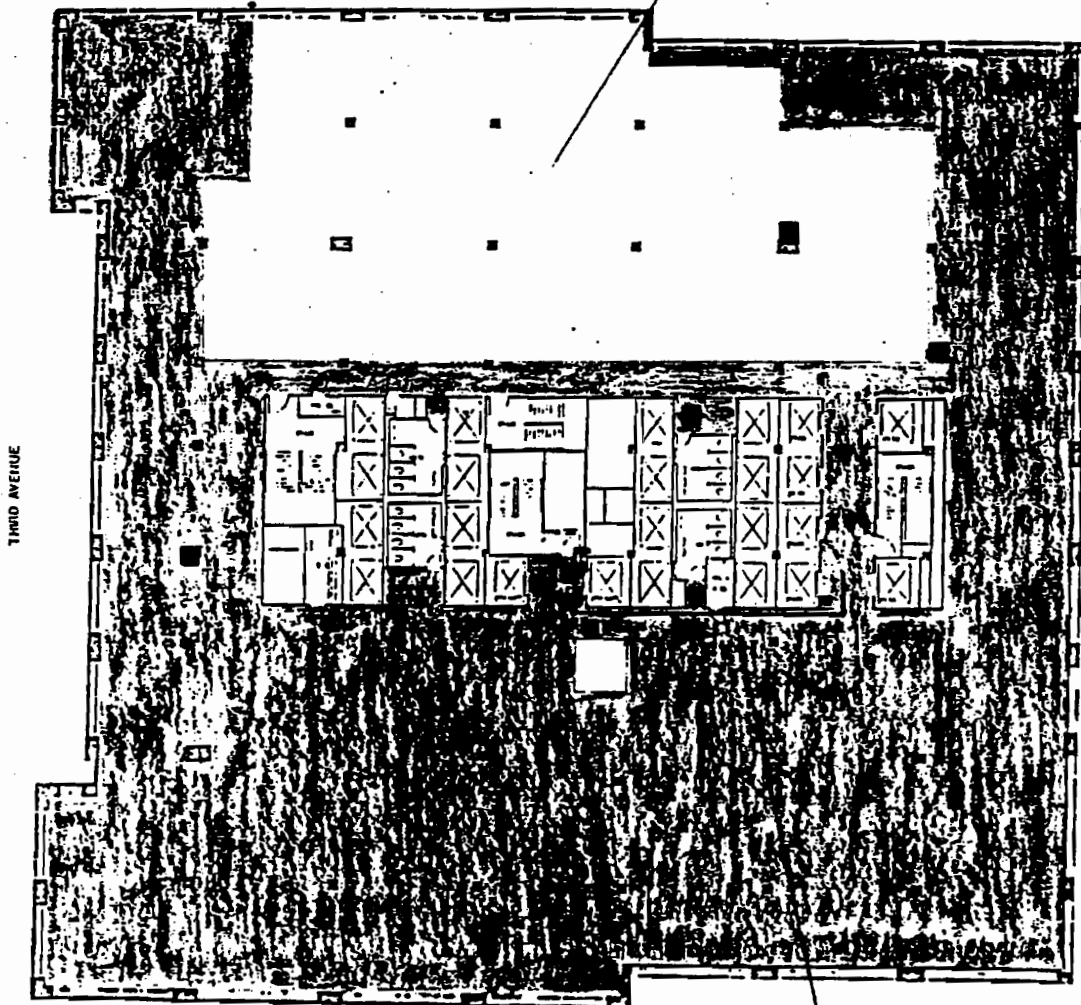
DUNHURST ASSOCIATES, LTD.

THIRD
AVENUE

Typical Low Rise Floor

EXISTENCE OF 9" X 9" (ACM) TILES DIFFICULT TO DETERMINE IN THIS AREA DUE TO LAYERS OF FLASH PATCHING AND CARPET/TILE GLUE RESIDUE.

4TH STREET



SAMPLE # 633-4-3/2-29

4TH STREET

LARGE DIAMETER PIPE INSULATED WITH PREMOLDED (ACM) INSULATION.

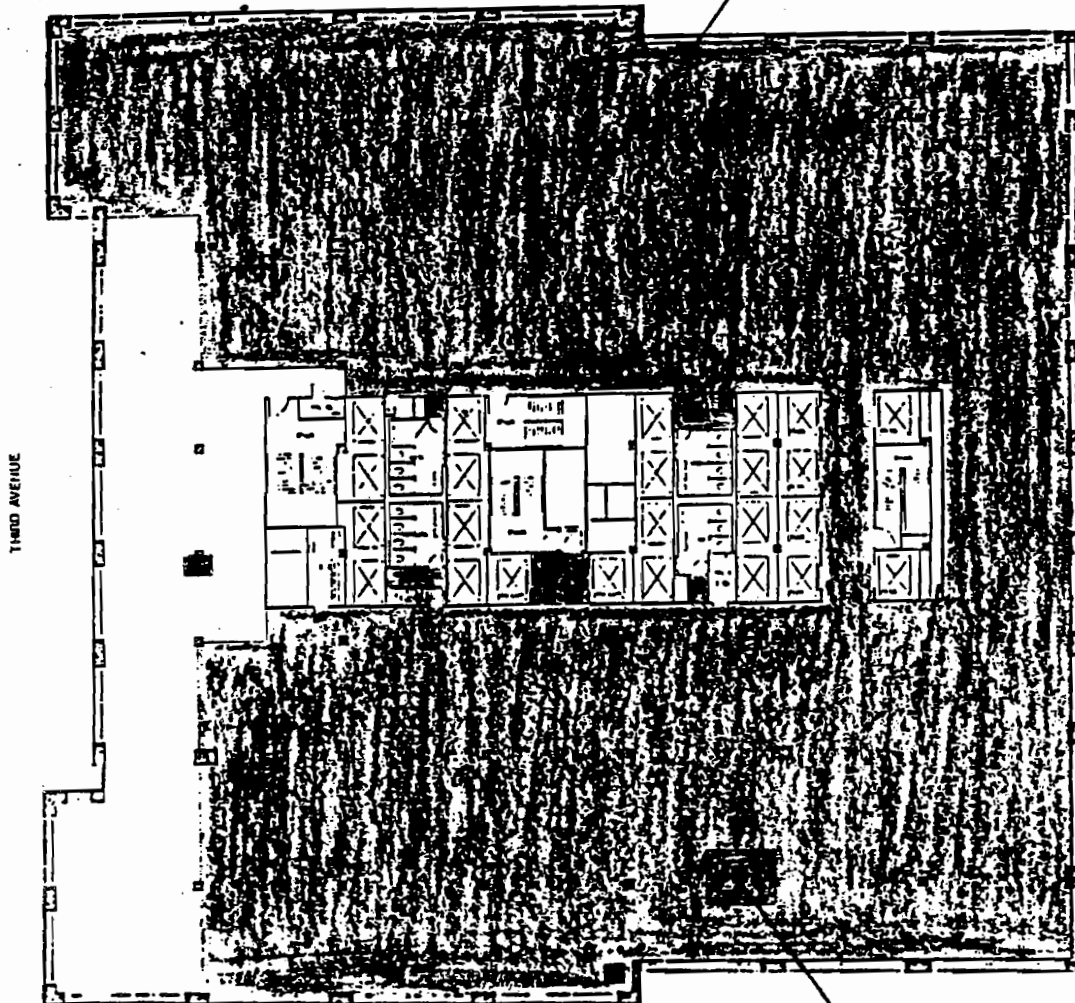
4TH FLOOR

DHURST ASSOCIATES, LTD.

Typical Low Rise Floor

VISIBILITY ABOVE CEILING ACCESS PANEL WAS LIMITED; NO FITTINGS OBSERVED ALTHOUGH THEY ARE PROBABLE IN THIS LOCATION.

4TH STREET



NO SUSPENDED CEILING IN THE SOUTHWEST QUADRANT; ALLOWED FULL VISIBILITY.

4TH STREET

9" (ACM) FLOOR TILE OBSERVED BELOW 12TH FLOOR.

5TH FLOOR

NDHURST ASSOCIATES, LTD.

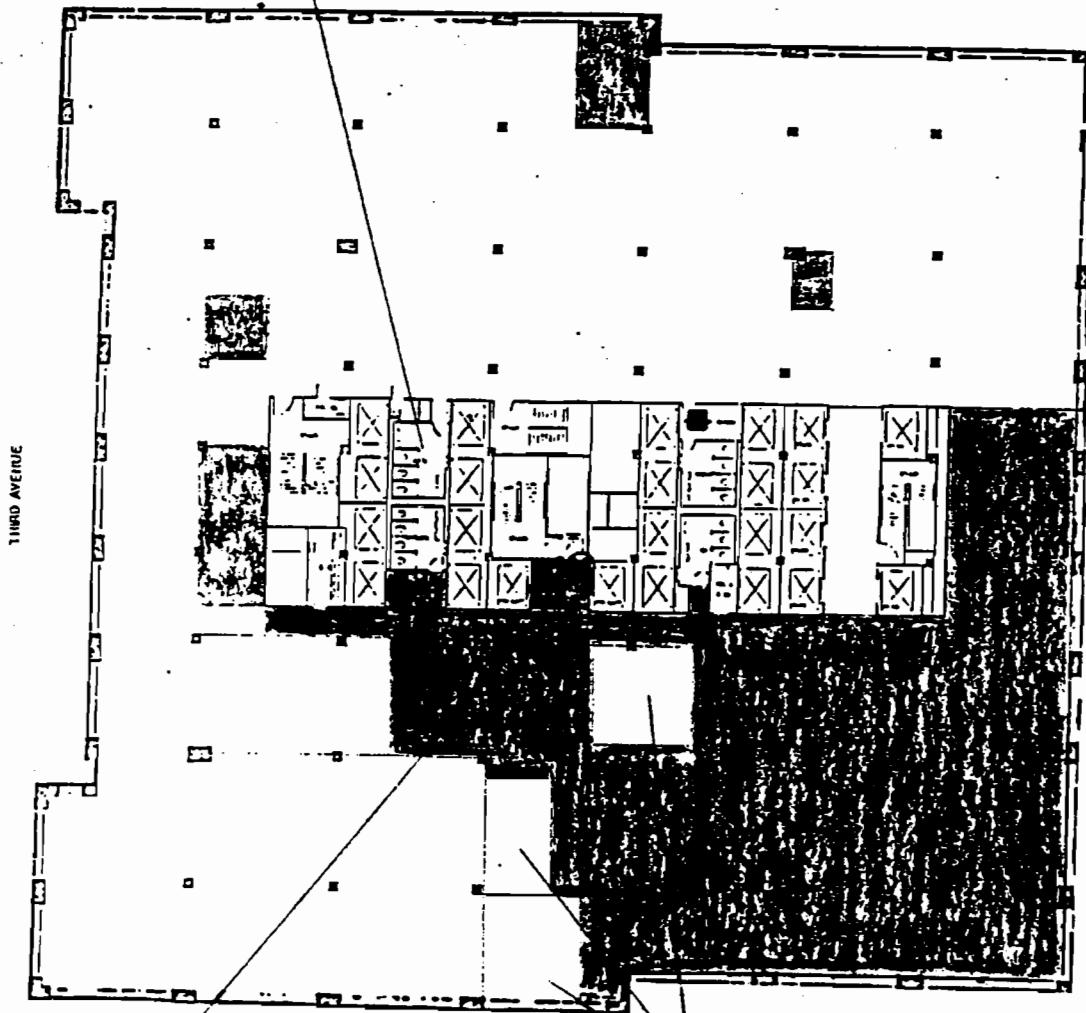
THIRD
AVENUE

VISIBILITY ABOVE CEILING ACCESS PANEL WAS LIMITED; NO FITTINGS OBSERVED ALTHOUGH THEY ARE PROBABLE IN THIS LOCATION.

Typical Low Rise Floor

ACCESS INTO ACCESS PANELS, SUSPENDED CEILINGS AND BELOW CARPET WAS LIMITED DUE TO PARTIAL TENANT OCCUPANCY.

4TH STREET



SAMPLE # 633-6-2/27-25

4TH STREET

NO ACCESS INTO THESE AREAS.

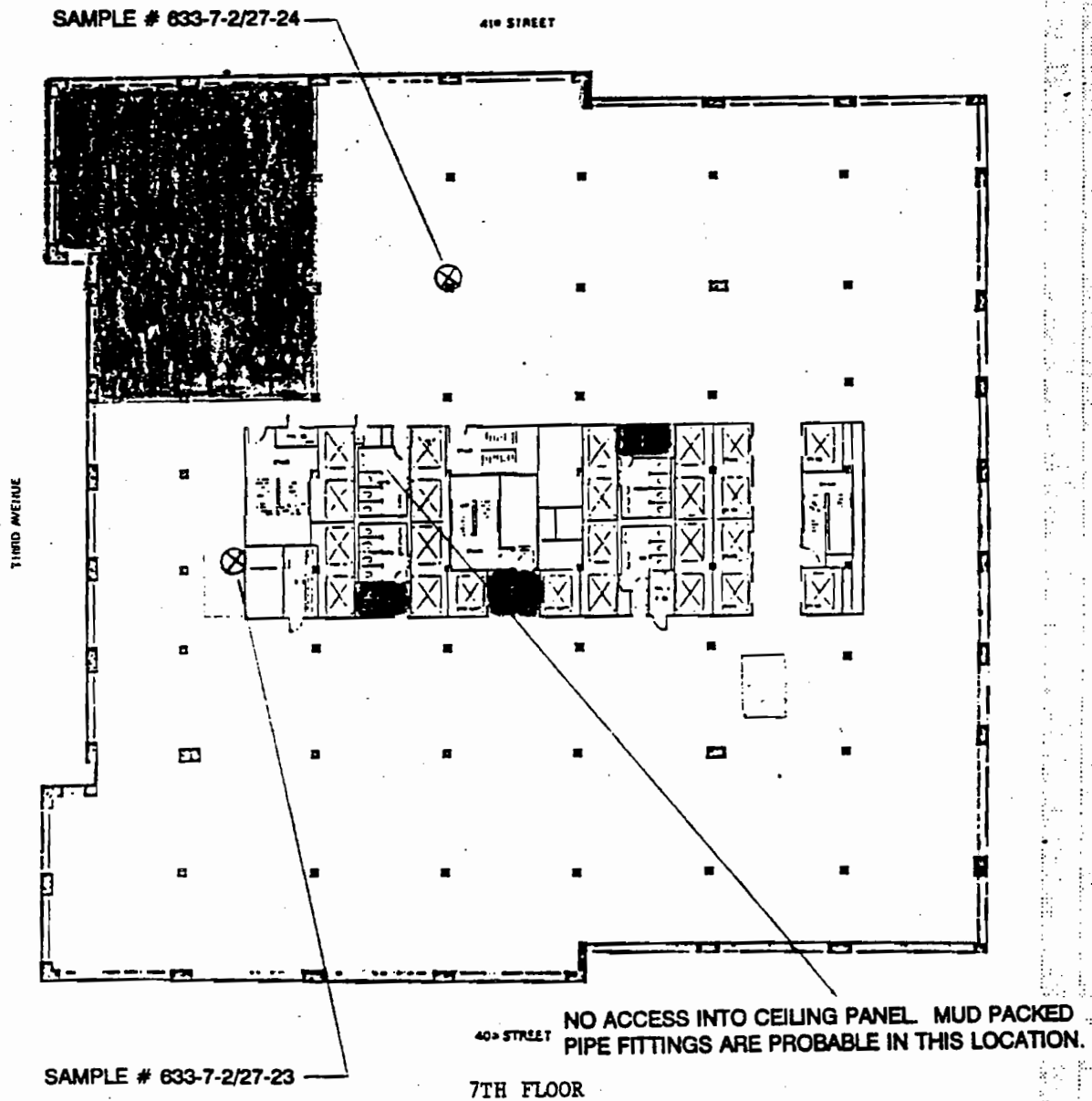
6TH FLOOR

WIDHURST ASSOCIATES, LTD.

THIRD
AVENUE

Typical Low Rise Floor

ACCESS INTO ACCESS PANELS, SUSPENDED
CEILINGS AND BELOW CARPET WAS LIMITED DUE TO
TENANT OCCUPANCY.



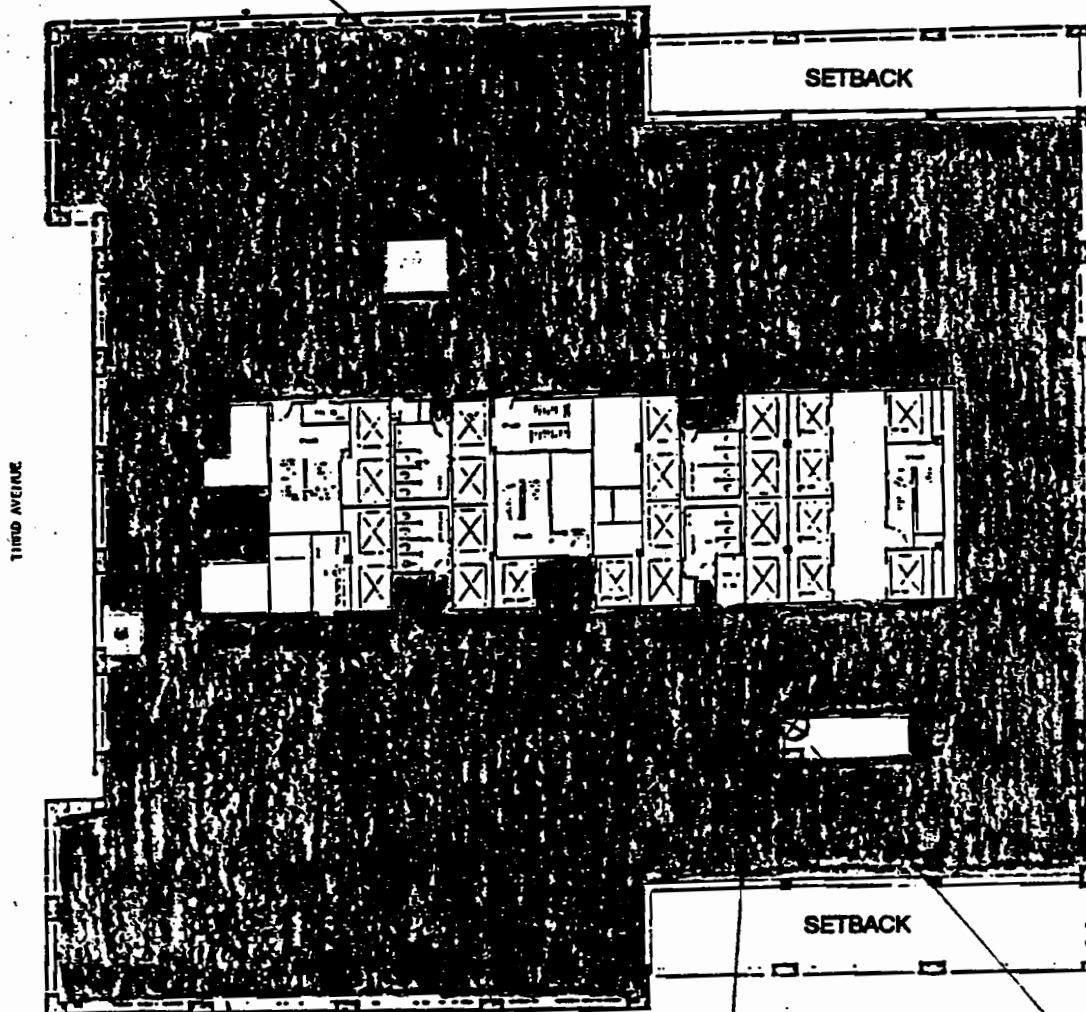
WIDHURST ASSOCIATES, LTD.

Typical Low Rise Floor

ACCESS INTO ACCESS PANELS, SUSPENDED
CEILINGS AND BELOW CARPET WAS LIMITED DUE TO
TENANT OCCUPANCY. MANY ACCESS TILES
OPENED TO DUCTWORK WHICH LIMITED VISIBILITY.

SAMPLE #633-8-2/27-22

4TH STREET



12" X 9" (ACM) FLOOR TILES OBSERVED BELOW 12"
TILE IN THIS AREA.

4TH STREET

8TH FLOOR

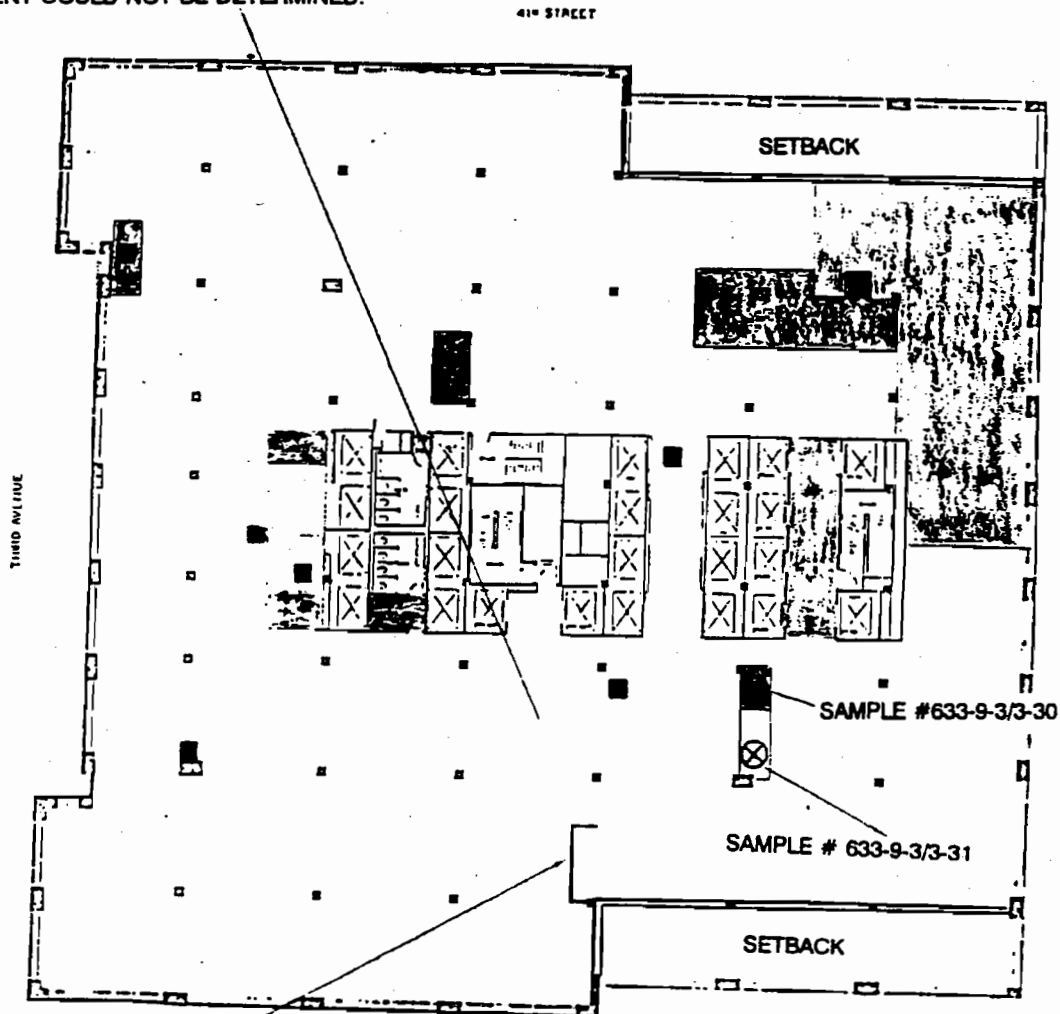
SAMPLE # 633-8-2/27-21

DHURST ASSOCIATES, LTD.

000
THIRD
AVENUE

Typical Low Rise Floor

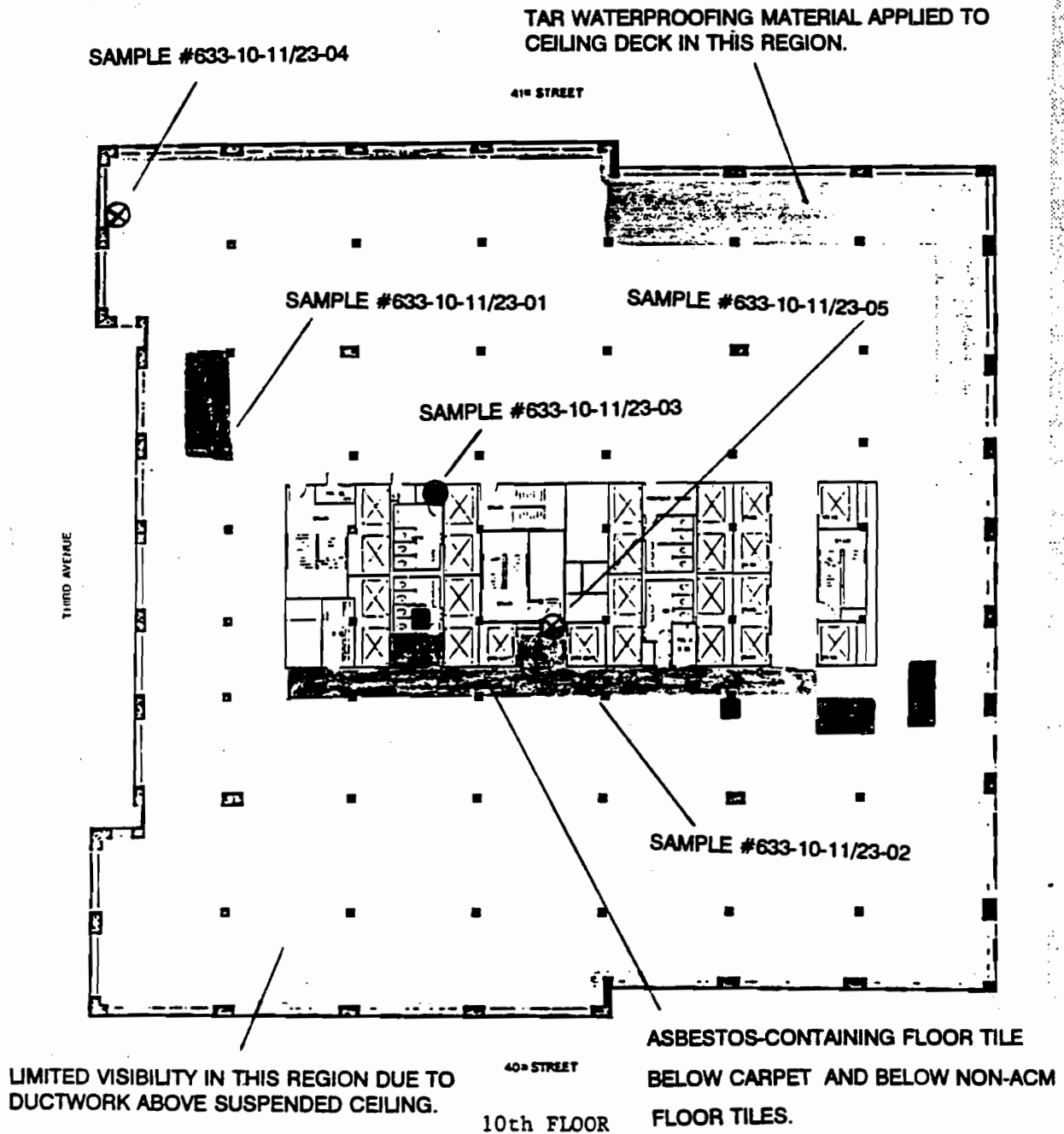
12" X 12" MEDIUM BROWN (STANDARD) FLOOR TILE
(ACM) OBSERVED BELOW CARPET IN THIS REGION.
EXTENT COULD NOT BE DETERMINED.



AIRCELL (ACM) PIPE INSULATION; CHANGES TO
FIBERGLASS.

40th STREET
9TH FLOOR

JDHURST ASSOCIATES, LTD.

Typical Low Rise Floor

**633
THIRD
AVENUE**

Typical Low Rise Floor

SAMPLE #633-11-11/27-13

41st STREET

MECHANICAL EQUIPMENT ROOM

SAMPLE #633-11-11/27-02

THIRD AVENUE

SAMPLE #633-11-11/27-01

MECHANICAL EQUIPMENT ROOM

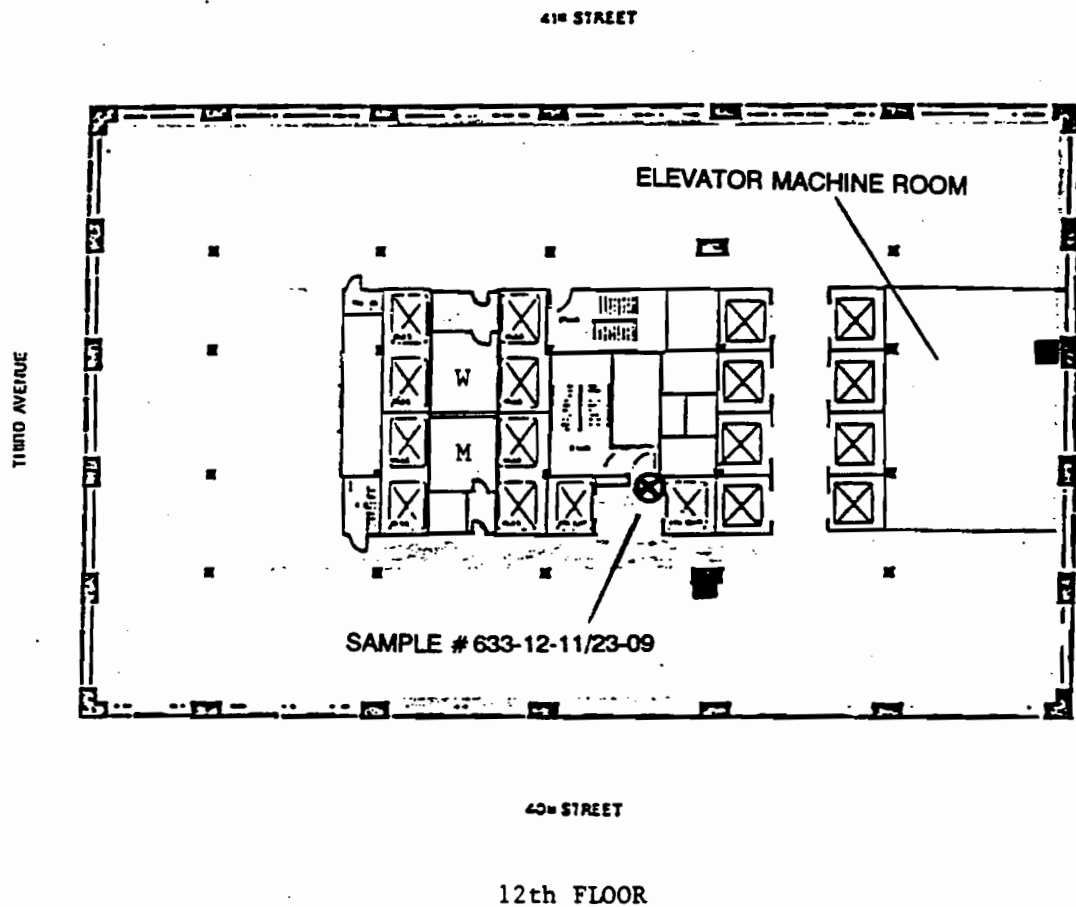
SAMPLE #633-11-11/27-12

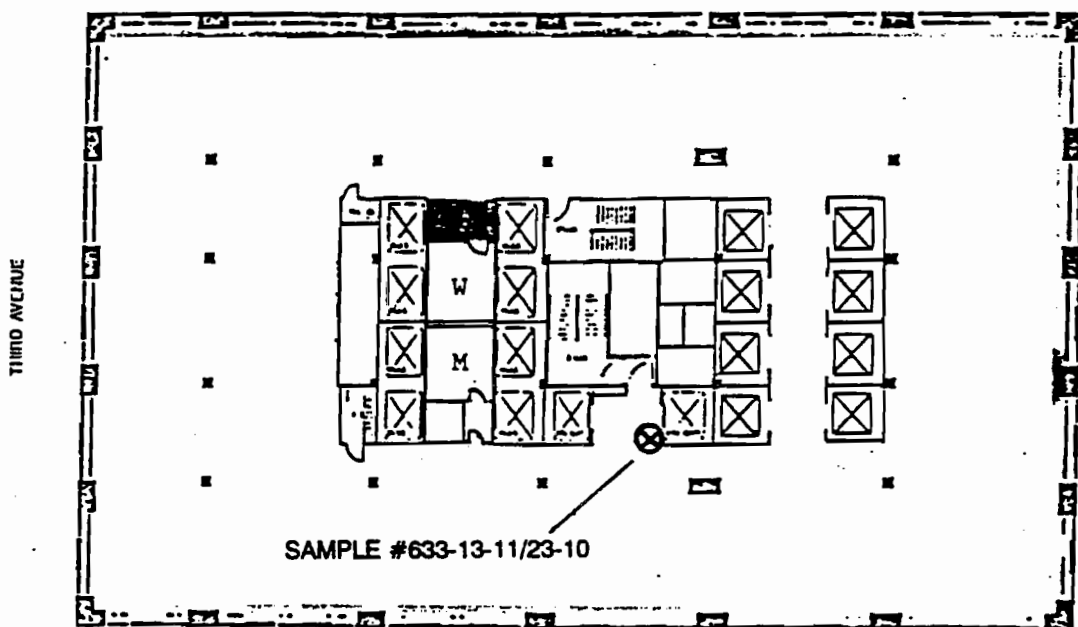
SAMPLE #633-11-11/27-03

40th STREET

11th FLOOR

SANDHURST ASSOCIATES, LTD.

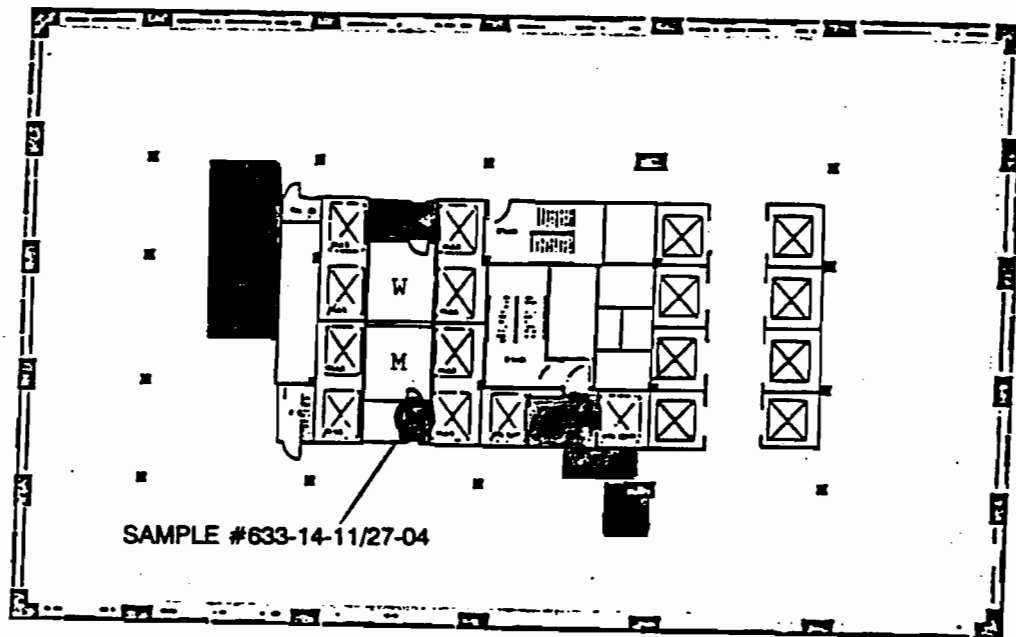
Typical High Rise Floor

*Typical High Rise Floor*41st STREET40th STREET

13th FLOOR

633
THIRD
AVENUE*Typical High Rise Floor*41st STREET

THIRD AVENUE



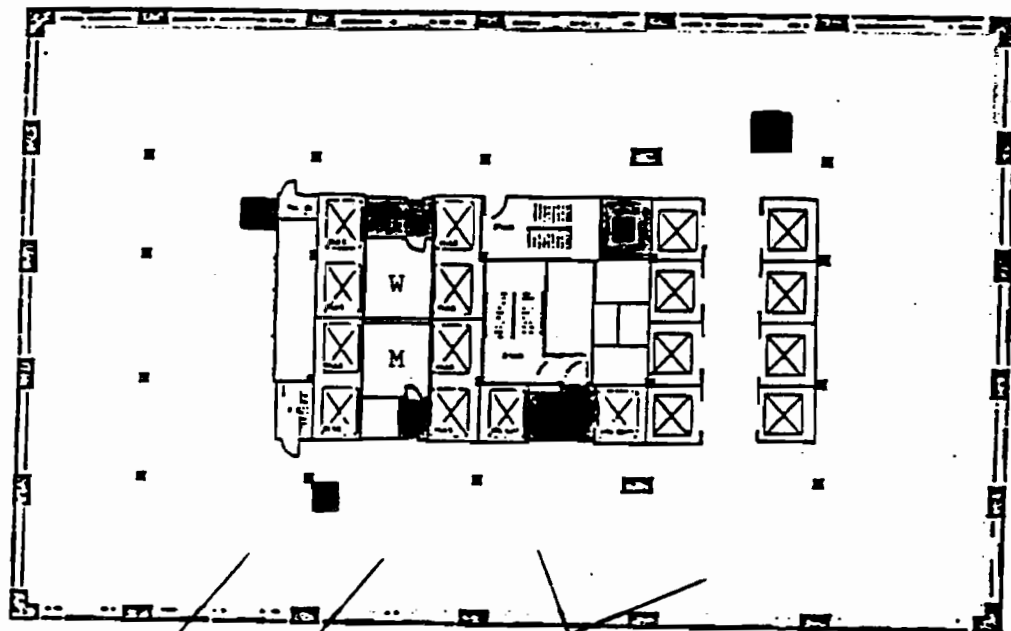
SAMPLE #633-14-11/27-04

40th STREET

14th FLOOR

*Typical High Rise Floor*41st STREET

THIRD AVENUE



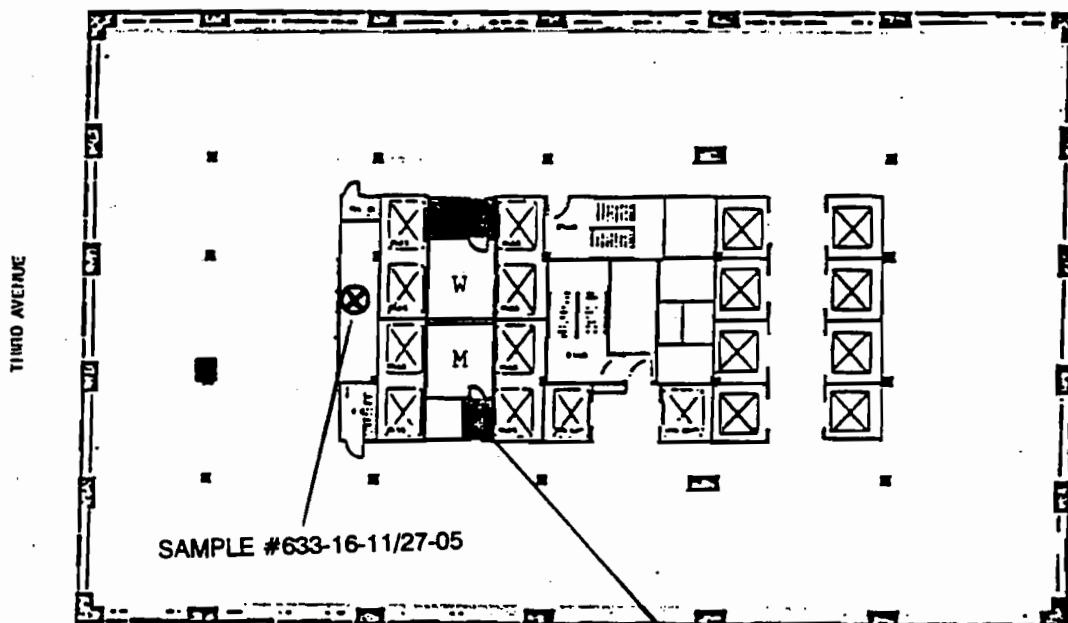
9" X 9" FLOOR TILES (ACM) OBSERVED BELOW
CARPET IN THIS REGION.

40th STREET15th FLOOR

VIEW RESTRICTED BY FIBERGLASS SOUNDPROOFING
ABOVE SUSPENDED CEILING.

Typical High Rise Floor

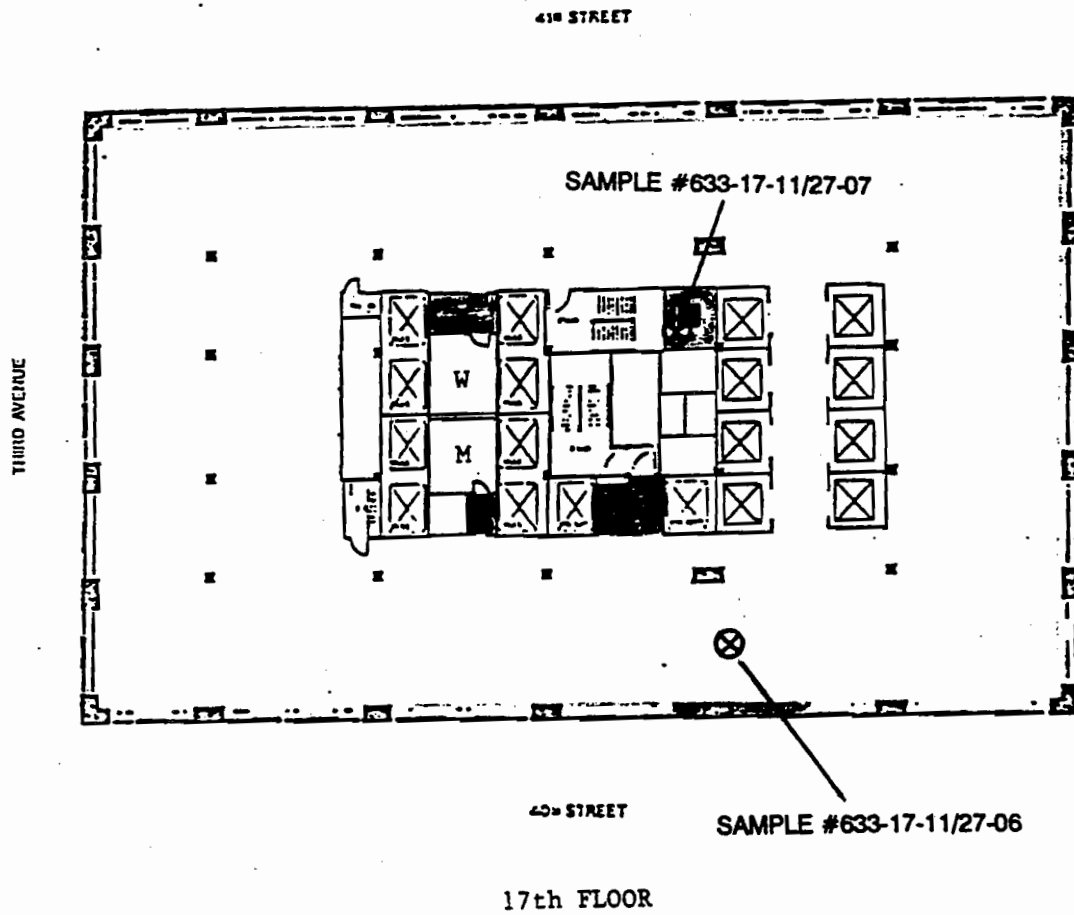
4th STREET



4th STREET

16th FLOOR

9" X 9" FLOOR TILE (ACM) ASSUMED TO EXIST
BELOW CARPET

Typical High Rise Floor

Typical High Rise Floor

DOMESTIC WATER TANK ROOM IN THIS REGION - NO
SUSPECT ACM.

41st STREET

SAMPLE #633-18-11/27-09

THIRD AVENUE

SAMPLE #633-18-11/27-08

43rd STREET

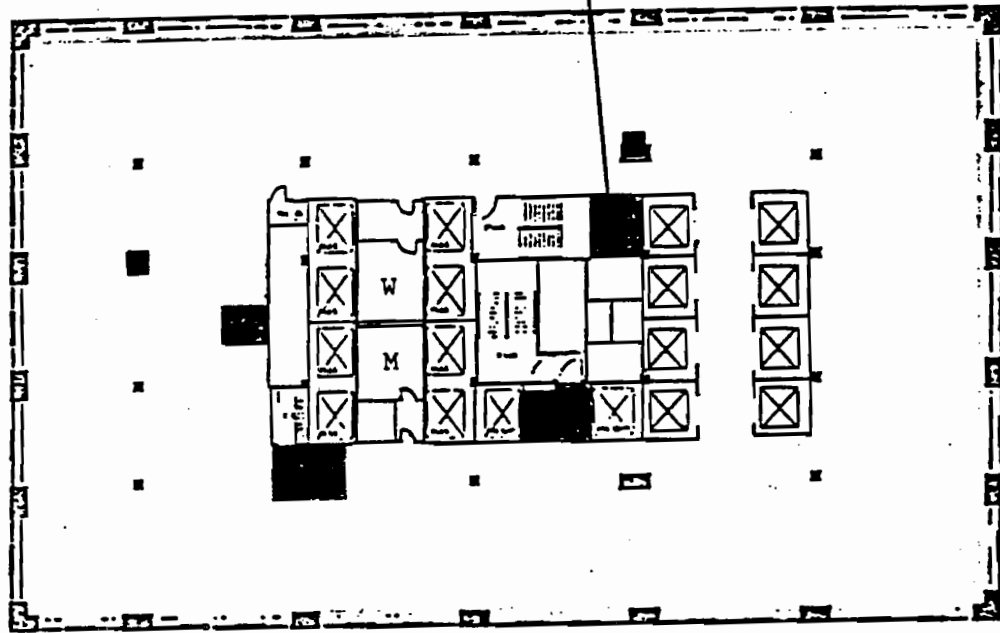
18th FLOOR

Typical High Rise Floor

SAMPLE #633-19-11/29-04

41st STREET

THIRD AVENUE



40th STREET

19th FLOOR

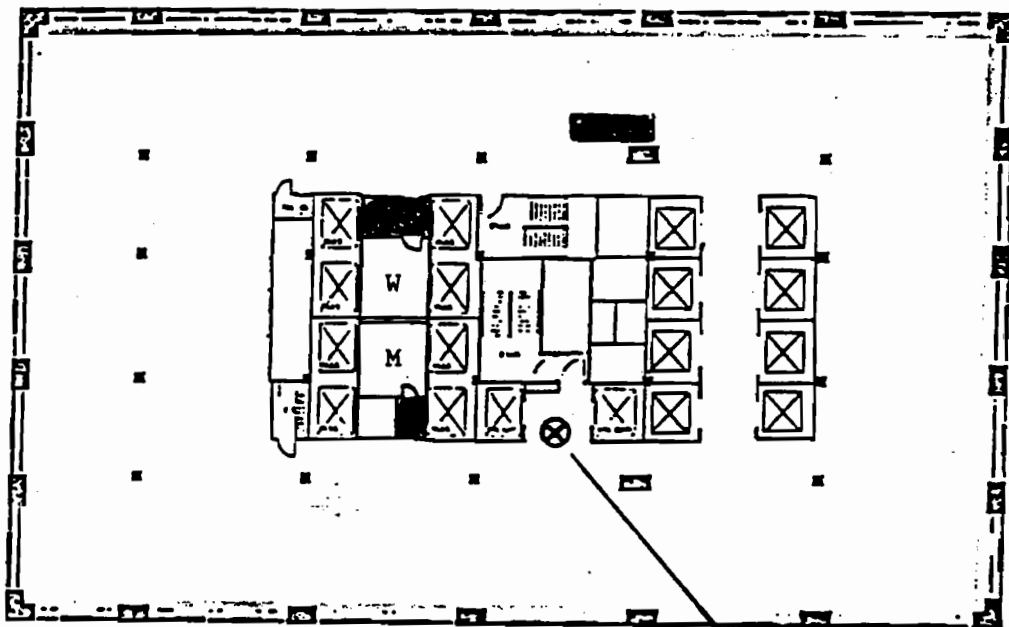
285

033
THIRD
AVENUE

Typical High Rise Floor

41st STREET

THIRD AVENUE



40th STREET

SAMPLE #633-20-11/27-10

20th FLOOR

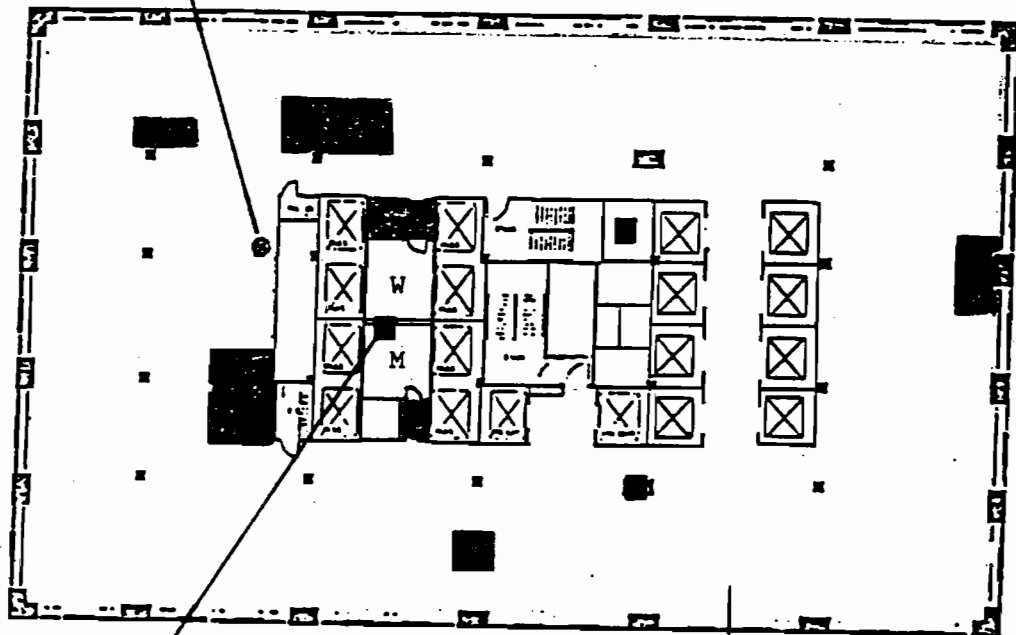
SANDHURST ASSOCIATES, LTD

Typical High Rise Floor

SAMPLE #633-21-11/27-11

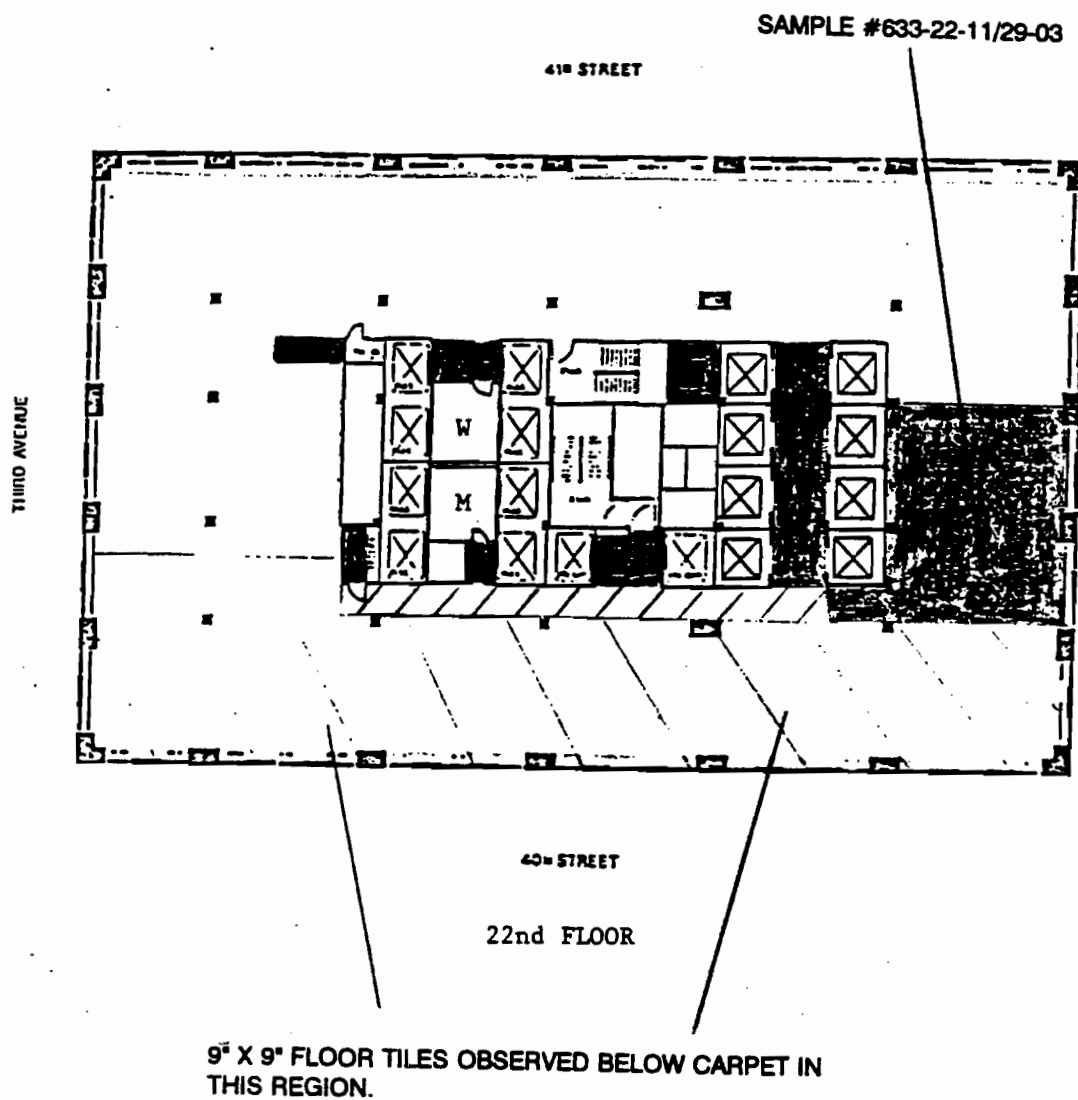
41st STREET

THIRD AVENUE



MEN'S ROOM WALL ACCESS PANEL

43rd STREET21st FLOORSHEETROCK/PLASTER CEILING IN THIS AREA. NO
AVAILABLE ACCESS.

Typical High Rise Floor

Typical High Rise Floor

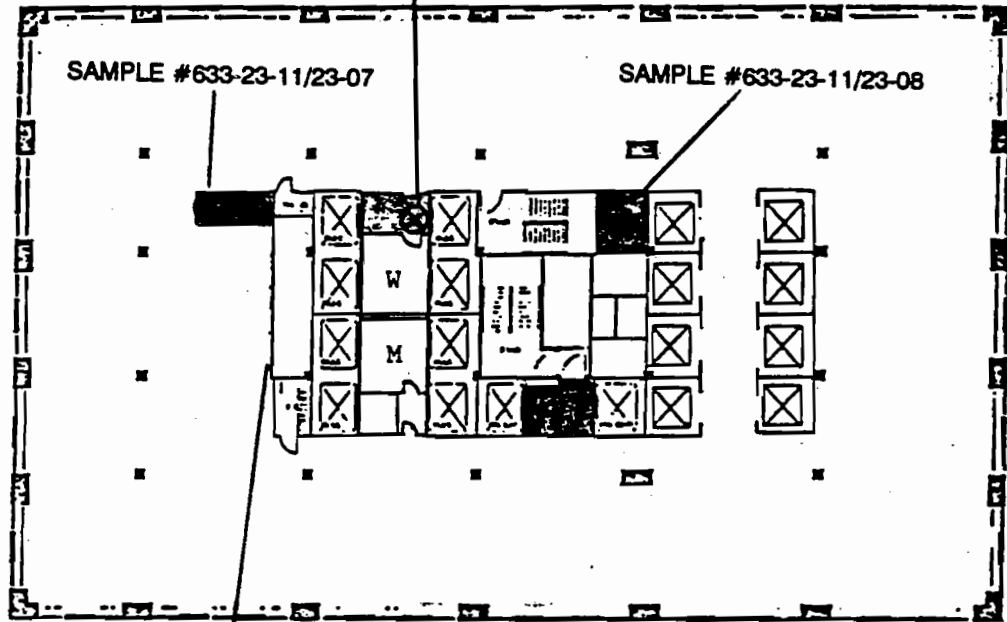
SAMPLE #633-23-11/23-06, 06A

41st STREET

SAMPLE #633-23-11/23-07

SAMPLE #633-23-11/23-08

THIRD AVENUE

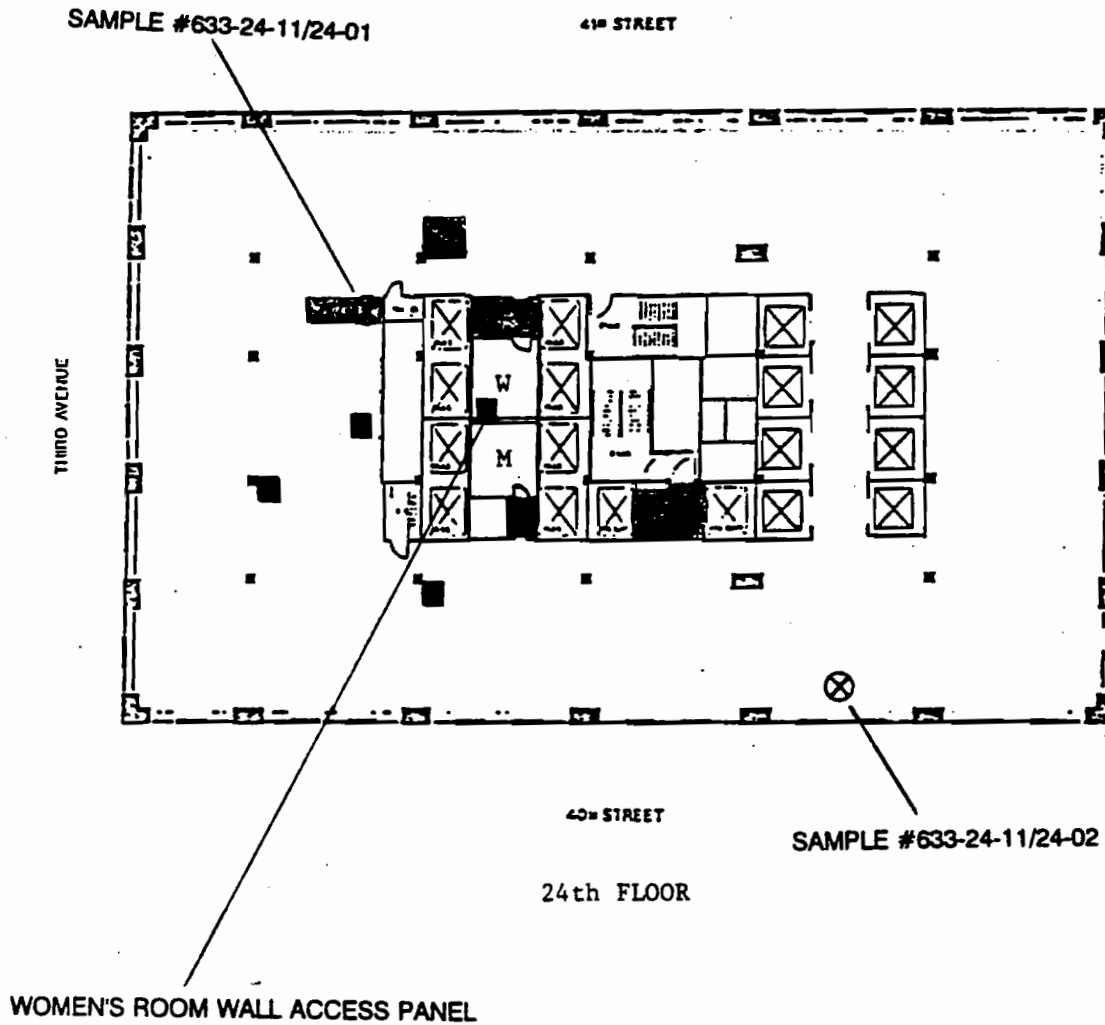
40th STREET

23rd FLOOR

TANK ROOM IN THIS REGION. NO SUSPECT ACM.

033
THIRD
AVENUE

Typical High Rise Floor

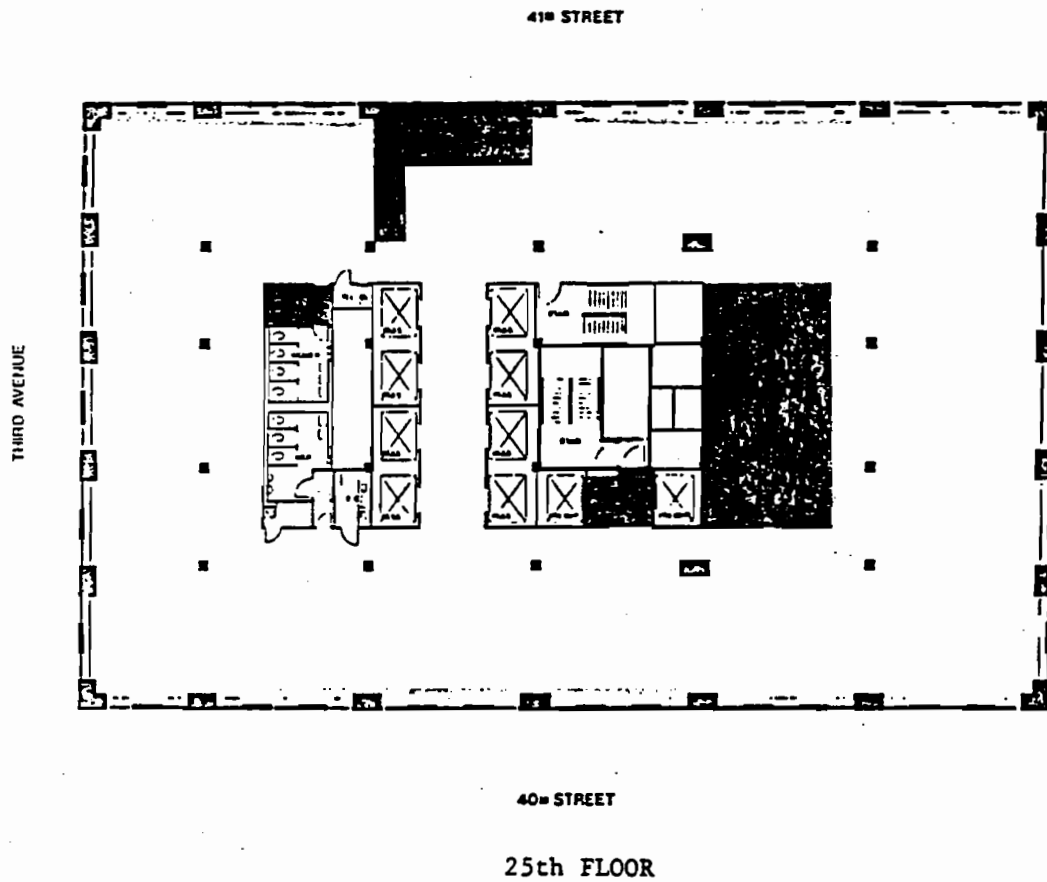


SANDHURST ASSOCIATES, LTD.

290

633
THIRD
AVENUE

Typical High Rise Floor



SANDHURST ASSOCIATES, LTD.

291

633
THIRD
AVENUE

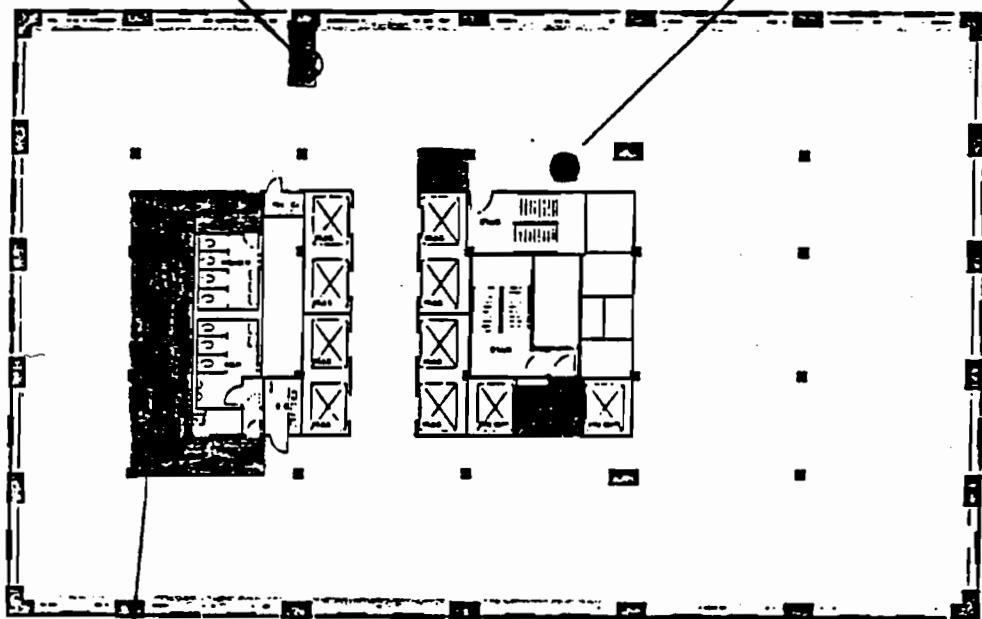
Typical High Rise Floor

SAMPLE #633-26-11/24-03

41st STREET

SAMPLE #633-26-11/24-04

THIRD AVENUE

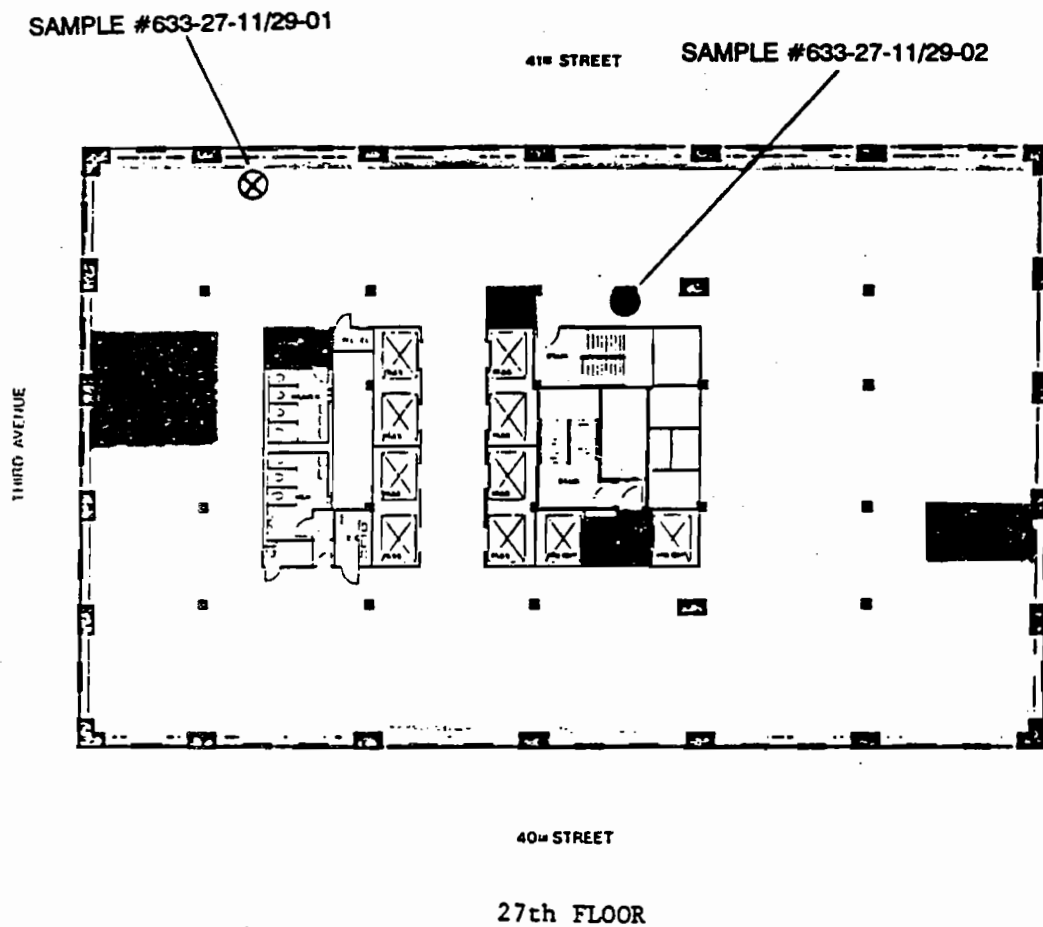


40th STREET

26th FLOOR

9" X 9" FLOOR TILES (ACM) BELOW RAISED FLOOR IN
THIS REGION

SANDHURST ASSOCIATES, LTD.

Typical High Rise Floor**SANDHURST ASSOCIATES, LTD.**

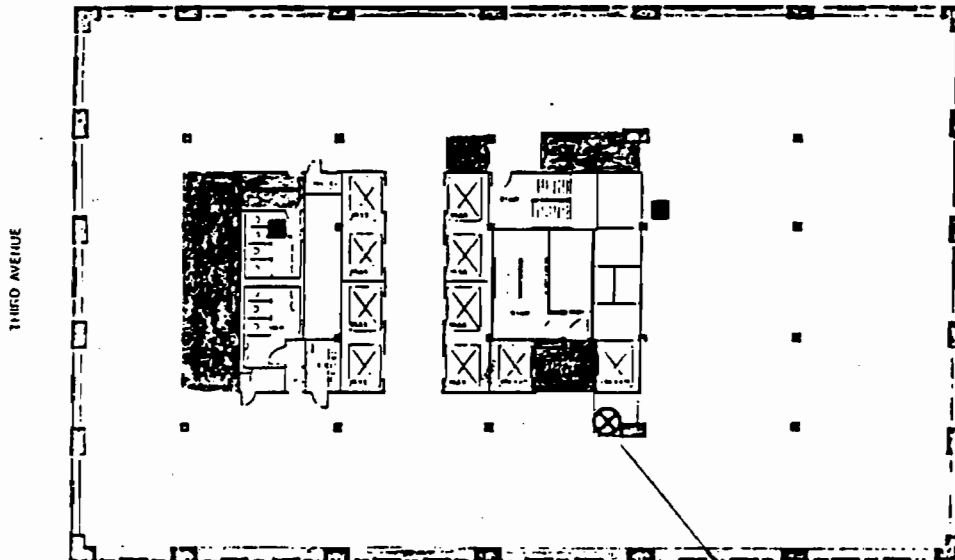
293

633
THIRD
AVENUE

Typical High Rise Floor

CARPET ON THIS FLOOR WAS TIGHTLY GLUED,
LIMITING ACCESS FOR TILE OBSERVATIONS.
HOWEVER CONSTRUCTION IS SIMILAR TO THE 29TH
AND 30TH FLOORS WHICH GENERALLY HAD NO TILE
BELOW CARPET.

4TH STREET



4TH STREET

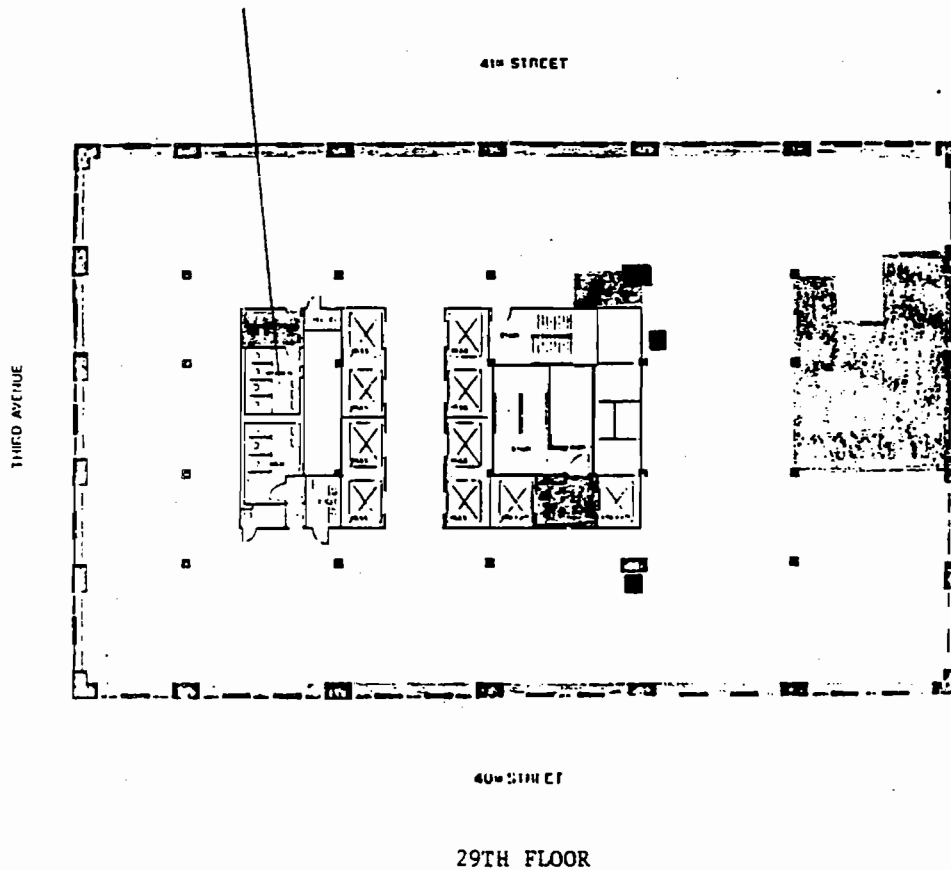
28TH FLOOR

SAMPLE #633-28-3/2-28

SANDHURST ASSOCIATES, LTD.

Typical High Rise Floor

NO ACCESS INTO CEILING PANEL. MUD PACKED
PIPE FITTINGS ARE PROBABLE IN THIS LOCATION.

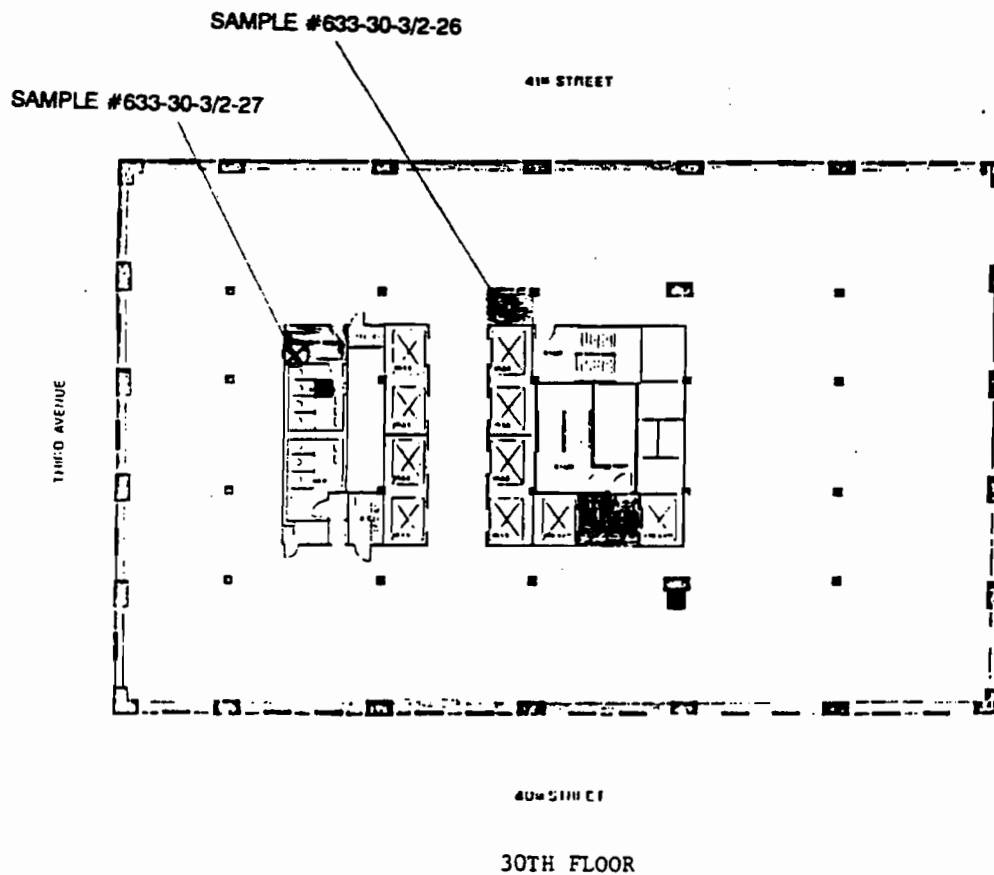


SANDHURST ASSOCIATES, LTD.

295

633
THIRD
AVENUE

Typical High Rise Floor



NO TILE OBSERVED (BELOW CARPET), EXCEPT AS NOTED.

SANDHURST ASSOCIATES, LTD.

296

633
THIRD
AVENUE

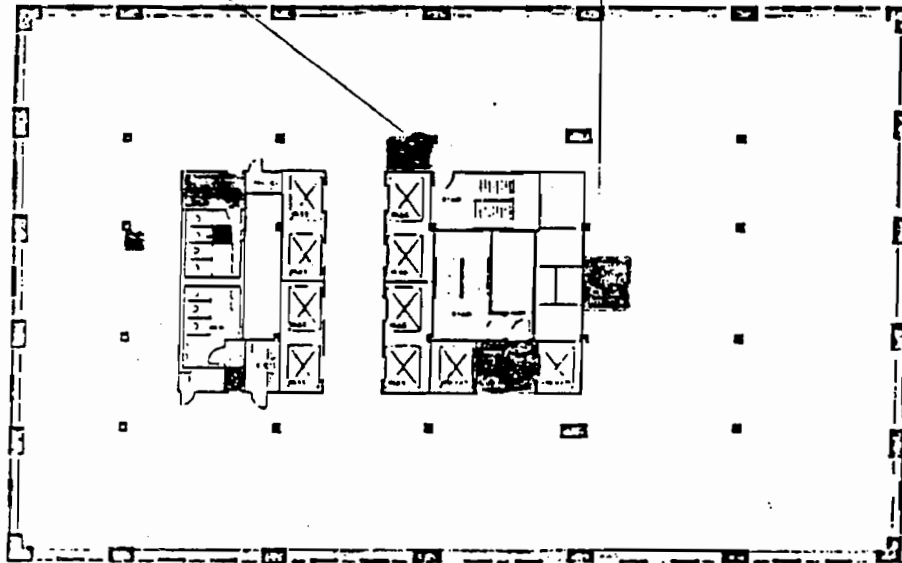
Typical High Rise Floor

NO ACCESS INTO CEILING PANEL. MUD PACKED
PIPE FITTINGS ARE PROBABLE IN THIS LOCATION.

SAMPLE #633-31-2/25-16

41st STREET

THIRD AVENUE



40th STREET

31ST FLOOR

SANDHURST ASSOCIATES, LTD.

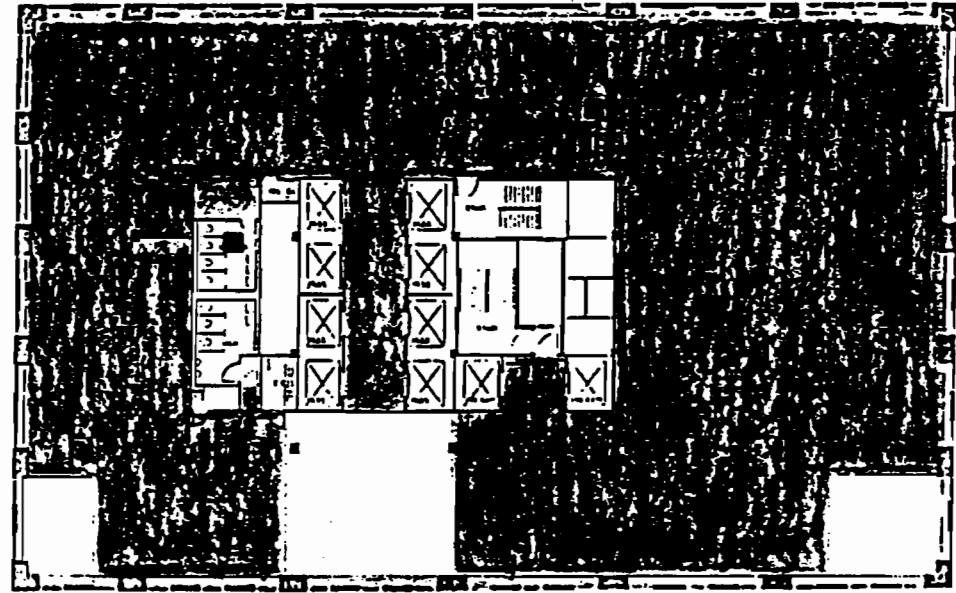
297

000
THIRD
AVENUE

Typical High Rise Floor

41st STREET

THIRD AVENUE



40th STREET

32ND FLOOR

SANDHURST ASSOCIATES, LTD

298

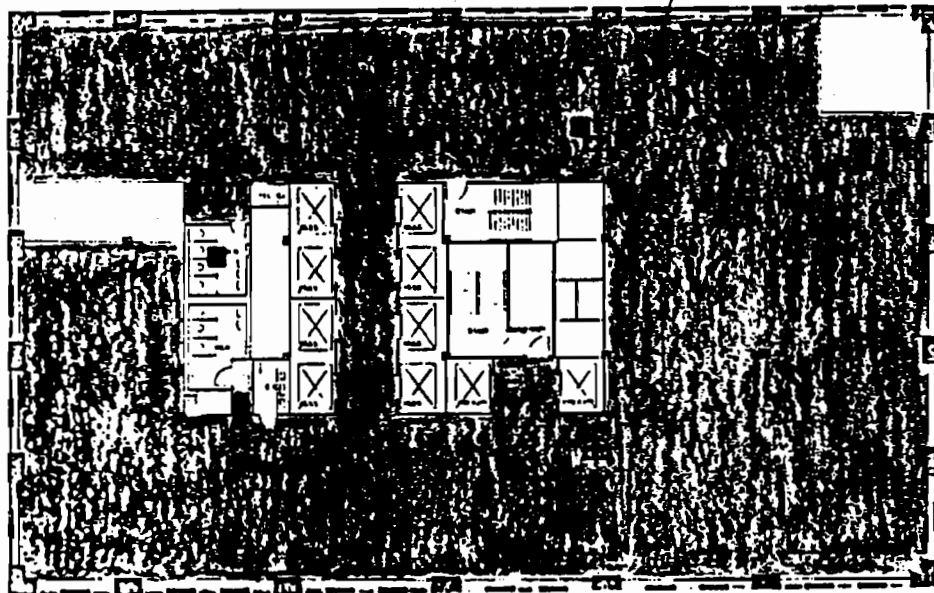
033
THIRD
AVENUE

Typical High Rise Floor

NO ACCESS INTO CEILING PANEL. MUD PACKED
PIPE FITTINGS WERE OBSERVED HOWEVER, JUST
NORTH OF THIS LOCATION.

4TH STREET

THIRD AVENUE



40th STREET

33RD FLOOR

SANDHURST ASSOCIATES, LTD.

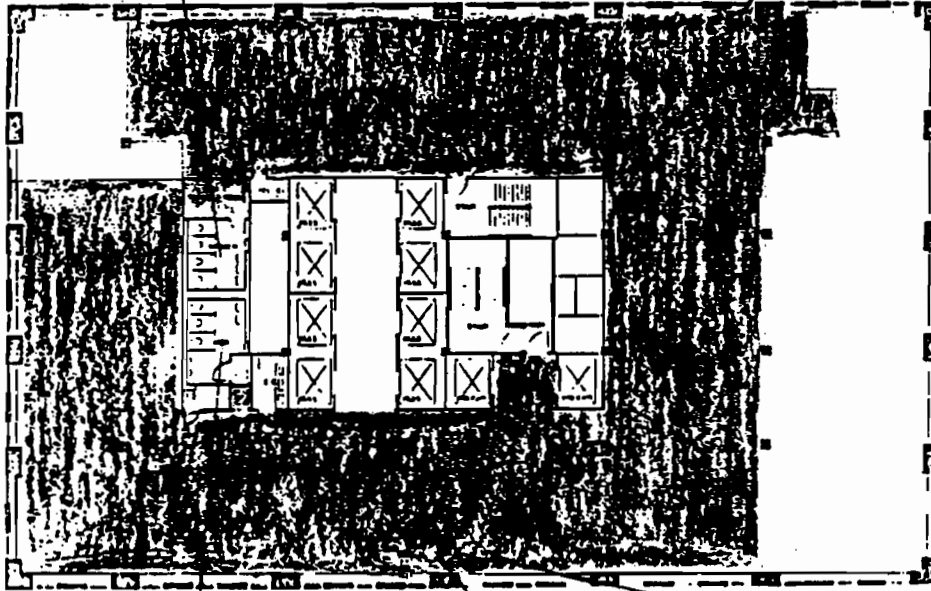
Typical High Rise Floor

NO ACCESS INTO CEILING ACCESS PANEL. MUD
PACKED PIPE FITTINGS ARE PROBABLE.

SAMPLE #633-34-2/25-15

4TH STREET

THIRD AVENUE



SAMPLE #633-34-2/25-13

40" SILET

34TH FLOOR

SAMPLE #633-34-2/25-14

VIEW FROM MEN'S ROOM ACCESS PANEL BLOCKED
BY DUCTWORK.

SANDHURST ASSOCIATES, LTD.

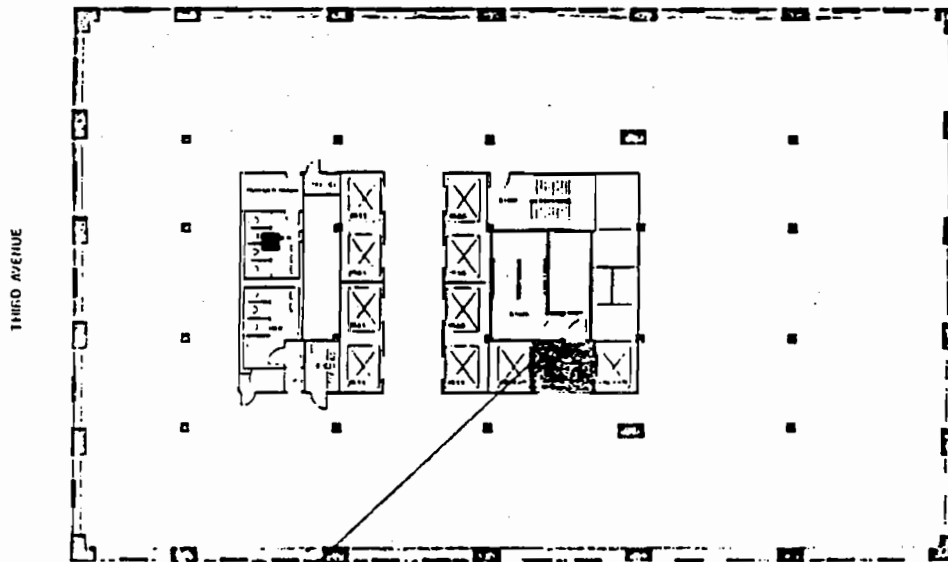
300

633
THIRD
AVENUE

Typical High Rise Floor

ALL FLOOR TILE APPEARS TO HAVE BEEN REMOVED,
PRIOR TO INSTALLATION OF CARPET TILE
THROUGHOUT.

4TH STREET



SAMPLE #633-35-2/25-12

35TH FLOOR

SANDHURST ASSOCIATES, LTD.

THIRD
AVENUE*Typical High Rise Floor*

MINIMAL AMOUNT OF 12" BEIGE FLOOR TILE
(SUSPECT) OBSERVED AT ENTRANCE TO FORMER
COMPUTER ROOM.

12"(ACM) RED FLOOR TILE HAS 9" (ACM) FLOOR TILE
BELOW.

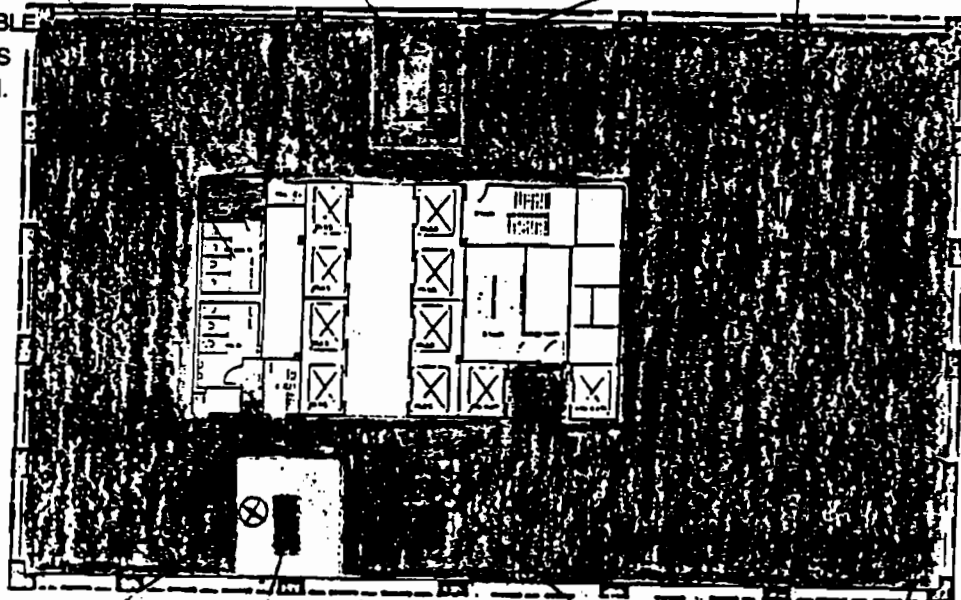
NO ACCESS INTO CEILING ACCESS
PANELS; MUD PACKED PIPE FITTINGS

41ST STREET

SAMPLE # 633-36-2/25-09

ARE PROBABLE
IN WOMEN'S
ROOM.

THIRD AVENUE



SAMPLE #633-36-2/25-10

SAMPLE #633-36-2/25-11

40TH STREET

36TH FLOOR

12"(SUSPECT) LIGHT BROWN/GREY FLOOR TILE HAS
9" (ACM) FLOOR TILE BELOW.

NO TILE OBSERVED BELOW
CARPET IN THIS REGION.

ANDHURST ASSOCIATES, LTD.

302

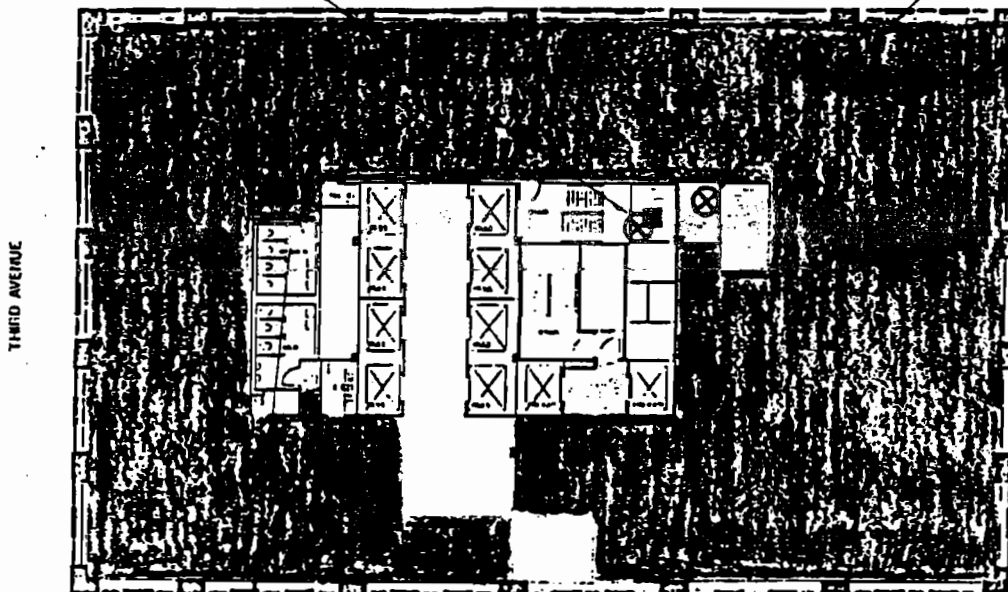
500
THIRD
AVENUE

Typical High Rise Floor

SAMPLE #633-37-2/25-08

4TH STREET

SAMPLE #633-37-2/25-07



40th STREET

37TH FLOOR

NO ACCESS INTO THIS CEILING; MUD PACKED PIPE
FITTINGS ARE PROBABLE.

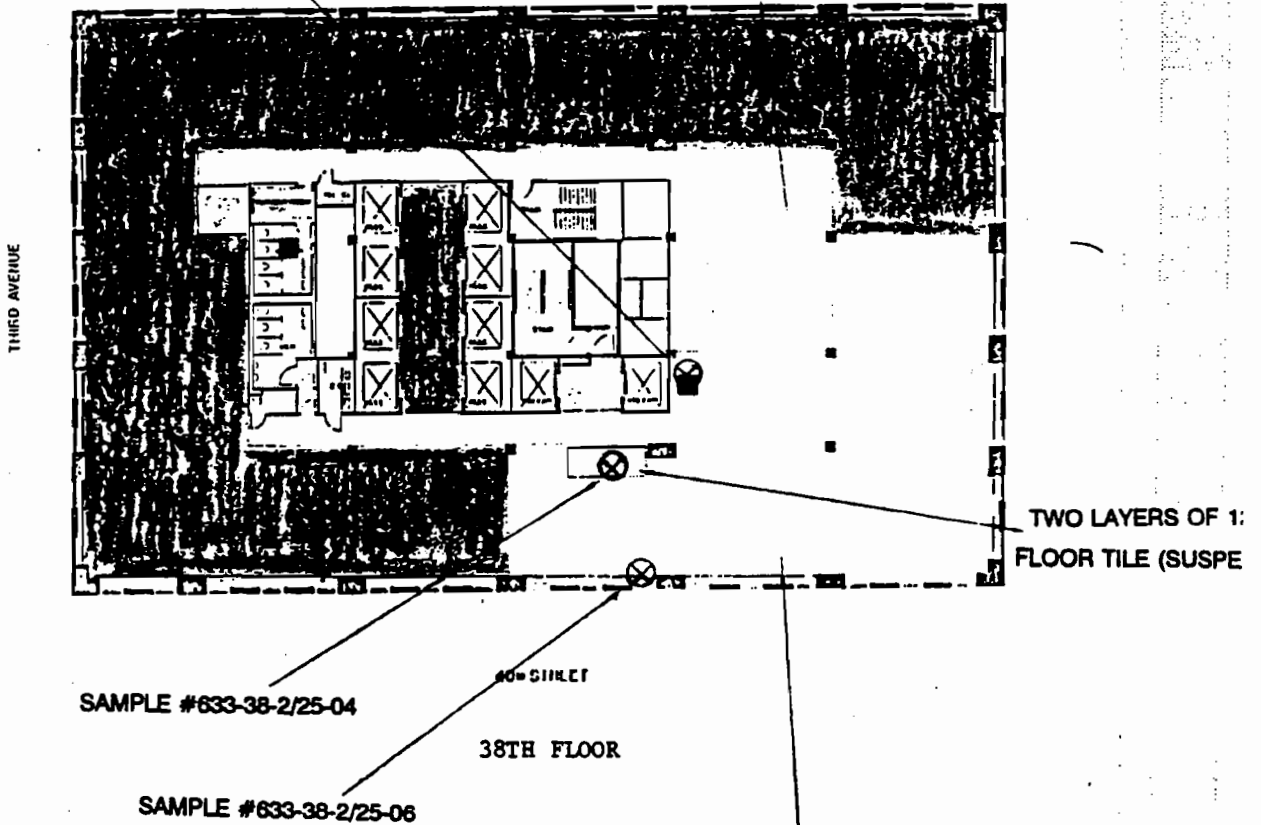
ANDHURST ASSOCIATES, LTD

Typical High Rise Floor

12" FLOOR TILE (SUSPECT) OBSERVED BELOW
CARPET IN THIS REGION. QUANTITY COULD NOT BE
DETERMINED.

SAMPLE #633-38-2/25-05

4TH STREET



12" FLOOR TILE (SUSPECT) OBSERVED BELOW
CARPET IN THIS REGION. QUANTITY COULD NOT BE
DETERMINED.

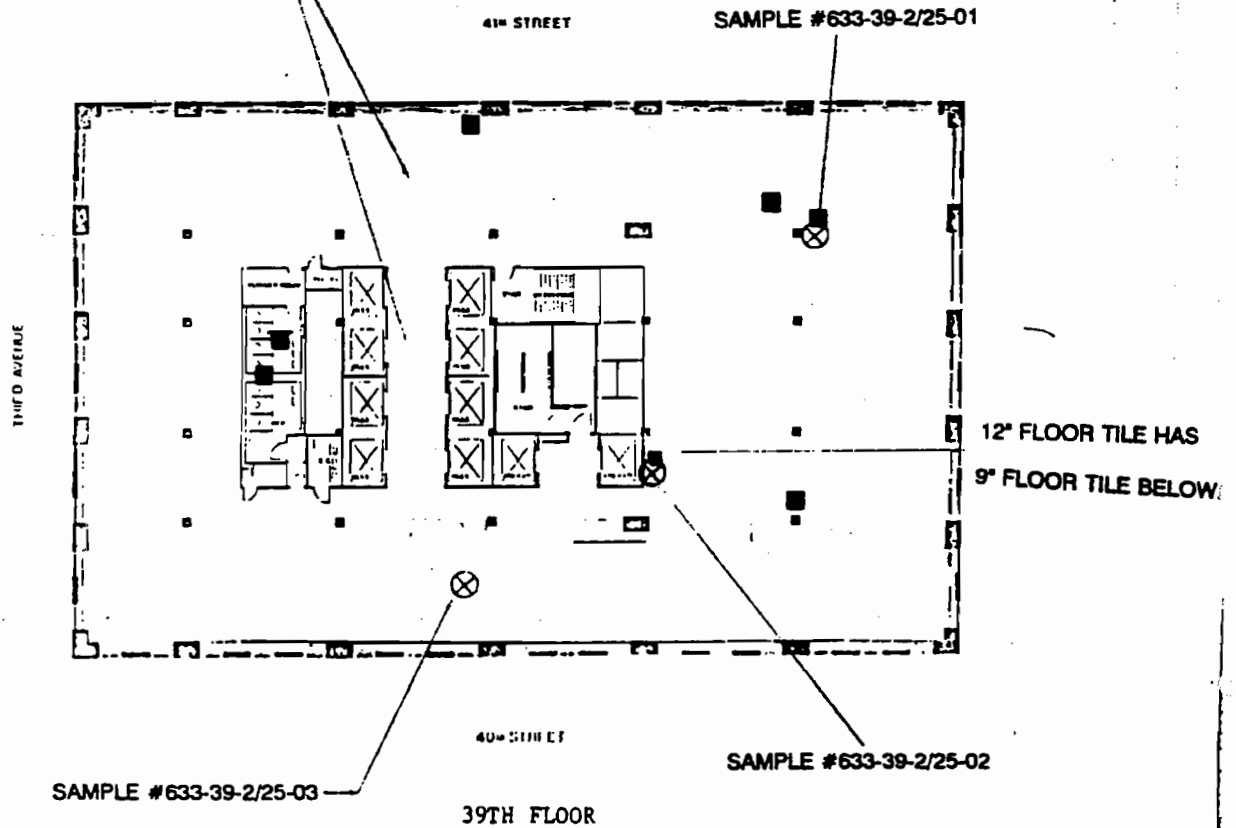
SANDHURST ASSOCIATES, LTD.

304

633
THIRD
AVENUE

Typical High Rise Floor

MANY AREAS OF INACCESSIBLE PLASTER CEILINGS.



SANDHURST ASSOCIATES, LTD.

CONDOMINIUM FLOOR PLANS

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CONDOMINIUM FLOOR PLANS

All dimensions of the following floor plans and Schedule B of the Declaration are approximate, and may exceed the usable floor area of the Unit which is so depicted. The following floor plans are subject to variations between such floor plans and the actual condominium floor plans to be filed with the Office of the City Register, New York County, and to other revisions which are deemed advisable by the City Surveyor, or are permitted to be made by Sponsor in accordance with the Plan.

Swanne Mayor Cornell 114
 1 Columbia Circle New York, New York 10019
 212 877 8888, Fax 212 877 8879

Project Name
 Project No.
 Architect
 Engineer
 Surveyor
 Planner
 Interior Designer
 Landscape Architect
 Environmental Consultant
 Historic Preservation
 Other

CONDOMINIUM PLAN No. _____

NAME OF CONDOMINIUM: THE 633 THIRD
 AVENUE CONDOMINIUM

ADDRESS : 633 THIRD AVENUE
 BLOCK # -1314
 NEW YORK, NEW YORK 10017

306

F/K/A _____

N/K/A _____

APPROVED BY REAL PROPERTY ASSESSMENT BUREAU _____

FILED IN REAL PROPERTY ASSESSMENT BUREAU _____

FILED IN NEW YORK CITY REGISTERS OFFICE _____

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN SECTION 1 IN BLOCK 1314
 LOT _____ ON THE TAX MAP OF THE BOROUGH OF MANHATTAN CITY OF NEW YORK.

633 THIRD AVENUE
 NEW YORK, N. Y.

Project No. _____
 Date _____
 By _____

12-5-94
 T-1

PURCHASE AGREEMENT

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PURCHASE AGREEMENT made this ____ day of _____, 19

between

THE TRAVELERS INSURANCE COMPANY,

as Seller

and

_____,

as Purchaser

Recitals:

1. The name of the Condominium is The 633 Third Avenue Condominium.
2. The address of the Property is 633 Third Avenue, New York, New York.
3. The Unit covered by this Purchase Agreement is the Unit designated in the Declaration as Unit Number _____.
4. The Common Interest appurtenant to the Unit is _____%.
5. The Purchaser's residence address, if an individual, or business address, if an entity, is _____, New York.
6. The Purchaser's telephone number is _____.
7. The Purchaser's social security number or federal identification number is _____.
8. The Purchase Price is \$_____.
9. The Down Payment payable herewith is \$_____ constituting (i) 10% of the Purchase Price plus (ii) the cost of any special work for the unit ordered by the Purchaser.
10. The balance of the Purchase Price is \$_____.

1. The Plan. The Purchaser acknowledges that it has, prior to signing this Agreement, received and read a copy of the Condominium Offering Plan for the above named Condominium sponsored by the Seller and all amendments thereto, if any, filed with the Department of Law of the State of New York and has had a full opportunity to examine all documents referred to in the Plan and investigate all statements made therein. Such Condominium Offering Plan together with any amendments heretofore or hereafter made thereto are hereinafter collectively referred to as the "Plan." 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 Plan shall govern. The Purchaser also acknowledges and agrees that the Plan may be amended from time to time by the Seller and any such amendment shall neither excuse the Purchaser from performing any of its obligations hereunder nor entitle the Purchaser to any abatement in the Purchase Price. Any such amendments (i) may be made without the Purchaser's consent or approval, except as otherwise expressly provided in "Changes in Prices or Units" and the provisions of the Plan, and (ii) shall not entitle the Purchaser to a right of rescission, except as set forth in the Plan and (iii) shall not excuse the Purchaser from performing its obligations hereunder nor shall they entitle the Purchaser to any offset or credit against the performance of its obligations hereunder nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. The Plan is hereby incorporated in this Agreement with same force and effect as if set forth at length and the Purchaser hereby accepts and approves the Plan including, without limitation, the Declaration, and By-Laws and Rules and Regulations contained therein and agrees to abide and be bound by the terms and conditions thereof.

2. Definitions. Terms used herein which are also used in the Plan shall have the same meanings herein as in the Plan unless the context otherwise requires.

3. Agreement to Purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase, the above-described unit together with the above-stated Common Interest appurtenant thereto (collectively "Unit") for the Purchase Price stated above, upon and subject to the terms and conditions set forth in this Agreement.

4. Payment of the Purchase Price. The Purchaser shall deliver herewith, to the Seller, Purchaser's check to the order of "Herrick, Feinstein Attorney Escrow Account for the Plan for the 633 Third Avenue Condominium" for the amount of the above-stated Down Payment, subject to collection. The Purchaser agrees that the balance of the Purchase Price shall be paid to the Seller as provided below as follows: (a) upon written demand therefor, which demand shall not be made until on or after the date the Plan is declared effective and shall specify a date for payment not less

than fifteen (15) days after the date of service of the demand, and/or (b) if the Seller has been furnished, on or prior to the date on which the balance of the Purchase Price is due, with a copy of a written commitment (complying with the terms of this Agreement) expiring after the Closing Date from a bank, a trust company or other lending institution acceptable to the Seller ("Lender") to finance a portion of the Purchase Price, as well as copies of all documents which the Lender will require the Seller and/or the Condominium to execute, then that portion of the Purchase Price to be financed as provided in such commitment may be paid on the Closing Date (as hereinafter defined). Neither the Seller nor the Condominium shall be obligated to execute any loan documents that do not conform to the Declaration and By-Laws of the Condominium. Notwithstanding the foregoing, if this Agreement is signed after the Plan is declared effective and the Closing Date has been fixed, then the entire unfinanced portion of the Purchase Price shall be due within fifteen (15) days after a fully executed counterpart of this Agreement is mailed or delivered to the Purchaser, and the remainder (the financed portion) shall be due at closing in accordance with the preceding provisions of this Paragraph.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under this Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of the Seller shall be made, at the Seller's option, by unendorsed certified check, or bank check (endorsed only by the Purchaser), drawn in either case on a member bank of the New York Clearing House Association payable (or endorsed) to the order of the Seller, or by wire transfer of federal funds, in either case subject to collection.

In the event that any check for any payment to be made by the Purchaser under this Agreement (including without limitation the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser hereunder and the Seller may, in that event, cancel this Agreement and notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

At the request of the Seller on or prior to the pre-closing, if any, or closing, as the case may be, the Purchaser shall pay the balance of the Purchase Price to such payees as the Seller shall direct.

5. Closing of Title.

5.1. The closing of title hereunder shall occur at the offices of the Seller's attorneys or at such other place as the Seller shall designate and at a time and on a date ("Closing Date") not earlier than thirty (30) days, nor (if the date of this Agreement is before the date the Plan has been declared effective) more than one hundred eighty (180) days, after the Plan has been declared effective, unless the Closing Date is adjourned by the Seller, provided that on or before the Closing Date there shall have been accepted for filing an amendment disclosing the basis of the effectiveness of the Plan. The Closing Date shall not be scheduled for a date which is later than forty-five (45) days from the date on which the balance of the Purchase Price must be paid. The Seller shall give the Purchaser notice of the scheduled Closing Date at least thirty (30) days in advance thereof. The Seller shall have the right to adjourn the date of closing of title from time to time by written notice to the Purchaser. If the closing is adjourned by the Seller, then the Seller shall fix a new date and time for closing and shall give the Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for closing. Closing of title shall occur only after or concurrently with compliance with the requisites to closing set forth in the Plan.

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

6. The Deed and Power of Attorney

6.1. On the Closing Date, upon receipt by the Seller of all payments and documents required hereunder, the Seller shall deliver to the Purchaser (except as set forth in paragraph 6.3 below) a deed to the Unit in substantially the form set forth in Part II of the Plan, conveying the Unit to the Purchaser as provided in the Plan, subject to the exceptions referred to in the Declaration, By-Laws, Plan and Exhibits. The deed shall be executed and acknowledged by the Seller, and shall be in form for recording.

6.2. Except as provided in paragraph 6.4 below,, on the Closing Date and simultaneously with the delivery of the deed conveying the Unit to the Purchaser, the Purchaser shall execute and acknowledge a power of attorney to the Board of Managers and the Seller prepared by the Seller and substantially in the form set forth in Part II of the Plan. The Purchaser shall pay all recording or other fees in connection with the recording of the power of attorney.

6.3. The deed may be delivered by the Seller to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to the Seller's attorneys or Purchaser's attorneys). If the deed is delivered to the Seller's attorneys, then it shall be held until picked up by the Purchaser, the Purchaser's attorney or a representative of the title company insuring the Purchaser's title. The deed shall be marked for return to the Purchaser or the Purchaser's attorney after recording. The power of attorney may be delivered to the Purchaser's title company, if any, for recording and shall be marked for return to the Board of Managers or their attorneys after recording.

6.4. Purchaser agrees that upon five (5) days' notice the Purchaser will attend a pre-closing of the purchase of its Unit at a time and place to be designated by the Seller. At that time the Purchaser shall (i) execute and deliver the power of attorney and other closing documents as requested by the Seller, (ii) pay any net adjustments in favor of the Seller, the Purchaser's closing costs and fees and any processing fees, as provided in the Plan, and (iii) make any deposits (including the deposit with the Condominium described in the Plan). The Purchaser also agrees, upon request of the Seller, to pre-close with any prospective lender whom the Purchaser contemplates will make a loan to the Purchaser in connection with its acquisition of its Unit, in advance of the Closing Date, so that the Purchaser's attendance shall not be required at the closing under the Plan.

7. State of Title. On the Closing Date, the Seller shall convey to the Purchaser title in fee simple to the Unit, free and clear of all encumbrances other than the Permitted Encumbrances set forth in the Plan. The Seller shall have no obligation to cause the Purchaser's title company, if any, to omit any exceptions to title.

8. Closing Adjustments.

8.1. The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit, except as provided in the Plan:

(a) If the Unit is separately assessed as of the Closing Date, then, real estate taxes and assessments against the Unit (if any) on the basis of the period for which assessed;

(b) If the Unit is not separately assessed as of the Closing Date, then the product of real estate taxes and assessments against the Property (if any) on the basis of the period for which assessed multiplied by the percentage amount of Common Interest appurtenant to the Unit, divided by the aggregate of the Common Interests of

all Units at the Property subject to such real estate taxes and assessments as set forth more fully in the "Footnotes to Schedule A" in Part I of the Plan;

(c) Common Charges for the month in which title closes;

(d) accrued rent and any other charges pursuant to the Existing Lease (as such term is hereinafter defined), if any, covering the Unit; and

(e) water charges and sewer rents, if separately assessed, on the basis of the period for which assessed.

8.2. In the event that the closing of title occurs before the real estate tax rate is fixed, adjustment of taxes shall be based upon the latest real estate tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in title.

8.3. If the Purchaser fails to close on the Closing Date for any reason, then (i) the closing adjustments shall be made as of midnight of the day preceding the Closing Date originally specified by the Seller and (ii) the Purchaser shall pay to the Seller, as a late fee, an amount equal to 0.0411% times the unpaid balance of the Purchase Price for its Unit for each day's delay, beginning with the date originally scheduled for the Closing Date to and including the day immediately preceding the actual Closing Date. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

9. Closing Costs. The Purchaser, in addition to the legal fees of the Purchaser's counsel, if any, and the amount of any net adjustments in favor of the Seller and the other payments required under this Agreement shall pay at the pre-closing as provided in this Agreement or, if there is no pre-closing, then at the closing, any closing costs specified in the Plan including, without limitation, any processing fees, and closing fees to the Seller's attorneys, and other fees and payments, provided in the Plan.

10. Real Property Transfer Tax. The Purchaser shall pay all real property transfer taxes, deed stamp taxes, recording and other fees in connection with this transaction and the recording of the deed except as set forth in paragraph 11 of this Agreement. The Seller and the Purchaser shall duly execute and swear to any transfer tax return and any other form then required by law, all of which shall be prepared by the Seller.

11. New York State Real Property Transfer Gains Tax. The Purchaser shall complete, execute before a notary public (who shall complete the notarization form) and deliver with this Agreement the New York State Real Property Transfer Gains Tax Transferee Questionnaire annexed hereto as Exhibit 1 and made a part hereof. The Seller shall pay as and when due the New York State Real Property Transfer Gains Tax, if any, due in connection with the conveyance of the Unit from the Seller to the Purchaser pursuant to the provisions of this Agreement.

12. Federal Form 1099S. The Purchaser shall cause its attorney to execute a designation agreement designating such attorney, or such other person specified by the Seller, as the "real estate broker" who is required to file a 1099S return with respect to the sale of the Unit pursuant to Section 6045 of the Code. The Purchaser shall cause such "real estate broker" to make such 1099S return and to comply with all other requirements of Section 6045 of the Code in connection with the sale of the Unit, and the Purchaser shall indemnify and hold harmless the Seller and its attorneys against any and all penalties, loss, and expense (including, without limitation, attorneys' fees) resulting from the failure of the Purchaser or such "real estate broker" to comply with the Code and the provisions of this Agreement and such designation agreement.

13. Down Payment to be held in Trust. The Seller will hold all monies received by it directly or through its agents, employees or escrow agent, from the Purchaser under this Agreement in trust until actually employed in connection with the closing of the transaction as described in the Plan. Seller will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the New York State Attorney General's regulations promulgated pursuant thereto. The provisions of the Attorney General's regulations concerning escrow and trust funds, in effect on the date hereof, shall prevail over any conflicting or inconsistent provision in the Plan or in this Agreement. The Purchaser shall not be obligated to pay any legal or other expense of the Seller in connection with the handling or disposition of the Down Payment paid by the Purchaser. However, nothing in the preceding sentence shall limit the obligation of the Purchaser to pay the fees and expenses of the Seller's attorneys (to the extent such fees and expenses are expressly disclosed in the Plan) in connection with the purchase or closing of title to the Unit to be purchased by the Purchaser hereunder or upon default.

The Down Payment will be deemed to have been unconditionally tendered when it is delivered to the Seller or Selling Agent, together with this Agreement signed by the Purchaser, without any request for a change in such form or the terms of this Agreement. The Down Payment will be placed, within five business days after the date on which the Down Payment has been unconditionally tendered in a special escrow account of

Herrick, Feinstein, (hereinafter the "Escrow Agent"), whose address is 2 Park Avenue, New York, New York and whose telephone number is: (212) 684-1400. The signatories on this escrow account, who are each members of Herrick, Feinstein, and any one of whom is authorized to withdraw funds, are: Edward M. Abramson, Richard J. Brown, Leonard Grunstein, Herbert L. Mendelson and Carl F. Schwartz, c/o Herrick, Feinstein, 2 Park Avenue, New York, New York. The name of the escrow account is "Herrick, Feinstein Attorney Escrow Account for the 633 Third Avenue Condominium (the "Escrow Account"), and such Escrow Account is located in National Westminster Bank at 350 Fifth Avenue, New York, New York (the "Bank"). The Bank is covered by Federal Bank Deposit Insurance generally to a maximum of \$100,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limit, amounts deposited directly by such person and deposits held in escrow for such person by the Escrow Agent).

If the Purchaser's Down Payment hereunder is in excess of \$100,000, or if the amount of the Purchaser's deposits at the Bank and the Down Payment exceed \$100,000, the aggregate of the Down Payment and all other such deposits will generally not be federally insured in excess of \$100,000. No representation or guaranty is made by Escrow Agent or Seller that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

The Escrow Account will be interest-bearing and, any interest earned on the Down Payment shall be delivered to the Purchaser at the closing of title to its Unit or other termination of this Agreement except if the Purchaser has defaulted hereunder beyond any applicable grace periods, in which event the Seller shall be entitled to retain such interest together with the Down Payment. The interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank. Interest will begin to accrue when the check for a Down Payment is collected, and provided there is no charge back or debit by the Bank against the amount deposited. The Seller and the Escrow Agent shall only be liable for interest earned on the Down Payment to the extent same is received by them from the Bank. No representation is made as to the rate or amount of interest that will be earned on the Down Payment. The Purchaser must indicate his social security or its taxpayer identification number on this Agreement. If there is more than one Purchaser, the social security or taxpayer identification number of each Purchaser who will be receiving any interest earned on the Down Payment must be noted herein. The Purchaser's failure to provide this information will be deemed a waiver of his, her or its right to receive interest on the Down Payment.

14. Duties of Escrow Agent.

14.1. Within ten business days after unconditional tender and delivery by the Purchaser to the Seller or the Selling Agent of a check for the Down Payment submitted with this Agreement on account of the Purchase Price hereunder, the Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. Subject to the provisions of the next sentence, if the Purchaser does not receive notice of such deposit within fifteen business days after unconditional tender and delivery to the Seller or Selling Agent of such Down Payment, then the Purchaser may cancel such purchase and rescind this Agreement so long as such right to rescind is exercised within ninety (90) days after the Purchaser's unconditional tender and delivery of the Down Payment to the Seller or Selling Agent. However, the Purchaser shall not be entitled either to rescind this Agreement or to receive a refund of the Down Payment where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and notice as provided above was timely mailed to the Purchaser in conformity with the Attorney General's regulations. The Purchaser acknowledges that receipt of the Down Payment by the Escrow Agent and deposit in the Escrow Account shall not be deemed acceptance of this Agreement by the Seller, which acceptance can only occur in the manner provided in Paragraph 34.

14.2. The Escrow Agent shall hold the Down Payment in escrow until:

- (a) otherwise directed in one or more writings signed by the Seller and the Purchaser; or
- (b) otherwise directed in a determination of the Attorney General, pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or
- (c) a judgment or order of a court of competent jurisdiction permits or requires the release of such Down Payment; or
- (d) the Down Payment is paid by the Escrow Agent into a court of competent jurisdiction; or
- (e) the Down Payment is paid to the Seller as provided below; or
- (f) the Down Payment is paid to the Purchaser as provided below.

14.3. If there is no written agreement between Seller and the Purchaser to release the Down Payment, the Escrow Agent will not pay the Down Payment to the Seller until after ten (10) business days following the date that the Escrow Agent has given the Purchaser written notice that the Escrow Agent intends to pay the Down Payment to the Seller. Thereafter, the Down Payment may be paid to the Seller unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and the Escrow Agent has received, within such ten (10) business day period, notice from the Purchaser that such application has been made.

14.4. the Seller will not object to the release of the Down Payment to the Purchaser, provided the Purchaser has not defaulted and has timely and validly rescinded this Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

14.5. The Down Payment shall be delivered to the Seller at the closing unless disbursed as liquidated damages or returned to the Purchaser as herein provided. In the event the Plan is abandoned or withdrawn, the Down Payment will be returned to the Purchaser together with interest, if any, earned thereon, except as otherwise provided in the next sentence. If at the time the Plan is abandoned or withdrawn, the Purchaser is in default hereunder and has failed to cure such default within the applicable grace period (or if this Agreement had previously been canceled due to the Purchaser's uncured default), then the Seller shall retain, as and for liquidated damages, the Down Payment, together with any interest earned thereon (hereinafter called the "Liquidated Sum"), and any sums in excess thereof (together with any interest earned thereon) shall be returned to the Purchaser within fifteen (15) days after the date of such abandonment or withdrawal.

14.6. Purchaser or the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Down Payment. Seller must avail itself of this procedure if there is a dispute which needs to be resolved between Seller and the Purchaser relating to the Down Payment and, in the case of the Purchaser, the Purchaser has given notice of objection to the Escrow Agent within the ten (10) business day period described above. A form for this purpose is attached as Exhibit 2 to this Agreement. The party applying for a determination must send all other parties a copy of the application.

14.7. Included in Part II of the Plan is a copy of the escrow agreement which is subject to the terms of the Attorney General's regulations. In the event of any conflict between such escrow agreement and either any other provision of the Plan or this Agreement, such escrow agreement shall control.

14.8. The Escrow Agent will maintain all records concerning the escrow account for seven years after the closing of such account.

14.9. Notices given by the Escrow Agent, the Seller, or its agents pursuant hereto shall be deemed given (i) upon delivery if personally delivered or (ii) upon the fifth day after the date of mailing.

15. Agreement Subject to 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, the Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage against the Unit or the Property, or any part thereof or any interest therein, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with any schedule of payments or accelerated by virtue of the right of the lender to make advances before they become due in accordance with the schedule of payments. The Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit 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 shall not constitute an objection to title or excuse the 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, the Seller, provided that the Unit is released from, or not subject to, the lien of any such mortgage.

16. Default by the Purchaser. If the Purchaser shall (a) fail to pay any installment of the Purchase Price or any other payment when due as herein provided (including, without limitation, if any check made or delivered by the Purchaser hereunder is dishonored), (b) fail to pre-close as provided in Section 6.4 hereof, (c) fail to execute the power of attorney, New York City and New York State real property transfer tax returns, New York State Real Property Transfer Gains Tax Transferee Questionnaire or any other documents, as herein provided, (d) fail to pay any closing costs or other payments due and payable pursuant to this

Agreement, or (e) default in the performance of any of its other obligations hereunder, then the sole right and remedy of the Seller under this Agreement shall be to cancel this Agreement by giving notice to the Purchaser and to proceed against the Purchaser as provided below. At the expiration of thirty (30) days after the date of giving of the cancellation notice (unless the Purchaser shall have theretofore cured its default) this Agreement shall be deemed canceled and (i) the Seller shall be entitled to the Liquidated Sum, (ii) the Seller shall have the right to sell the Unit to others as though this Agreement had never been made and (iii) the Purchaser shall not have any further rights against or obligations to the Seller, the Condominium, or any purchaser of the Unit. Whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including without limitation all attorneys' fees and expenses incurred by the Seller in connection therewith.

17. Interim Leases and Default or Rescission. If the Purchaser is a tenant at the Property pursuant to a Interim Lease for the Unit, and the Purchaser shall default in such Interim Lease, then the Seller may elect to terminate the Interim Lease and such default shall be deemed a default under this Agreement. The provisions of this Agreement shall not limit any other rights or remedies at law or in equity or under the Interim Lease which the Seller, or any other party may have by reason of such default under the Interim Lease.

18. Obligation of Tenant To Pay Rent.

18.1. A Purchaser who is or becomes a tenant or occupant of the Property must continue to pay rent under its lease (or other tenancy), and the Purchaser specifically waives any right of offset with respect to such rent. In no event shall the Purchaser be released or excused from paying and performing the Purchaser's lease or tenancy obligations, and notwithstanding anything contained in this Agreement to the contrary, the Seller will be entitled to collect from the Purchaser all damages, losses, costs, expenses, and all other lawful sums to which the Seller is entitled (including, but not limited to, legal fees and costs of collection) due to the Purchaser's failure to pay rent or otherwise comply with the Purchaser's lease or tenancy obligations. The right is reserved to the Seller to apply any rent security against rent arrearages or other default and in addition to sue any tenant to the extent such rent security is insufficient. This paragraph shall survive the termination of this Agreement.

18.2. Neither the Purchaser's failure to pay rent as due nor the pendency of eviction proceedings nor vacating or abandonment of the Unit, however, will give the Purchaser any rights to any extension under this Agreement.

19. Termination of Existing Leases of Tenant Purchasers.

If the Purchaser is currently the tenant (a "Tenant Purchaser") under a lease, sublease or other occupancy agreement (an "Existing Lease") of the Unit being purchased, the Purchaser agrees that the Existing Lease shall be terminated and canceled upon closing of the title to the Unit on the Closing Date. The Seller shall have no obligation to close title with a Tenant Purchaser unless all rent and other charges due under such Tenant Purchaser's Existing Lease have been paid through the Closing Date. A default by the Tenant Purchaser under its Existing Lease beyond applicable grace and cure periods shall be a default under this Agreement entitling the Seller to cancel this Agreement and retain the Liquidated Sum.

20. Agreement Subject to Plan Being Declared Effective. The performance by the Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned at any time prior to its becoming effective as provided in the Plan and thereafter upon certain terms and conditions as provided in the Plan. If the Plan is abandoned or does not become effective or if after being declared effective the Plan shall not be consummated for any reason, then this Agreement shall be deemed canceled and the Plan terminated on the date specified in a notice thereof by the Seller to the Purchaser. Within fifteen (15) days thereafter the Purchaser shall receive a refund in full of all moneys paid by it hereunder with interest earned thereon, if any (except as provided in Paragraph 16 hereof), and, upon such refund neither party shall have any further rights, obligations, or liability to or against the other or the Condominium under this Agreement and the Plan.

21. Seller's Inability to Convey Title. If the Seller is unable to deliver title to the Unit to the Purchaser subject to the exceptions set forth in the Plan in accordance with the provisions of this Agreement and the Plan, the Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If the Seller elects to attempt to cure such inability then it shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete such cure. However, the Seller may notify the Purchaser at any time of its refusal either to cure or to continue to cure, as the case may be, such inability and if the Purchaser is not in default hereunder, then the Purchaser's sole right and remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit

against, the Purchase Price, or any claim or right of action against the Seller for damages or otherwise) or (b) terminate this Agreement. If the Purchaser so elects to terminate this Agreement, the Seller shall, within fifteen (15) days after receipt of notice of termination from the Purchaser, return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any, and upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other under this Agreement and the Plan. The foregoing option must be exercised by notice of the Purchaser in writing to the Seller within ten (10) days after the giving of the Seller's notice of refusal to cure such inability. If the Purchaser fails to give such notice to the Seller within said ten (10) day period, it shall be conclusively deemed that the Purchaser has elected to acquire title to the Unit subject to such inability as aforesaid.

22. Sale Subject to Existing Tenancy; Rights and Duties of Non-Occupant Purchasers.

22.1. The following provisions are applicable only if, at the time of signing this Agreement, the Unit is occupied by, or under lease to, one other than the Purchaser:

(a) The Purchaser acknowledges and represents, as a condition to the acquisition of the Unit, that its purchase is subject to all the rights of the existing tenant or occupants, as explained more fully in the Plan under the Section entitled "Rights and Obligations of Unit Owners" and that the Purchaser, its successors and assigns shall continue to be bound by all of the rights of such existing tenants or occupants as long as such occupancy continues.

(b) Upon acquiring title to the Unit occupied by another, the Purchaser will become the landlord of the tenant or occupant thereof and the latter will become the Purchaser's tenant. The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the Existing Lease then in effect with such tenant. Further, the Purchaser will be subject to any rights and duties required by applicable law. In addition, the Purchaser will succeed to and assume all of the Seller's rights and obligations as the landlord of such tenant or occupant, including, but not limited to, the Seller's right to receive the rents reserved in the lease and the Seller's obligation to perform all of the duties of the landlord under the Existing Lease. The Purchaser alone will bear the entire costs and expenses in connection with such rights and obligations (including but not limited to, any legal fees and litigation expenses for enforcing the Existing Lease and obtaining possession of the Unit). The Purchaser will be obligated to perform the duties of the landlord of such tenant or occupant even though the rents reserved under the Existing Lease may be insufficient to pay the cost of such

performance. In addition, the Purchaser will be required to pay all Common Charges assessed against it by the Board of Managers, regardless of whether such maintenance charges are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received. At closing, the Seller and the Purchaser will sign and deliver to each other an agreement (in form and substance satisfactory to the Seller) in which the Seller will assign to the Purchaser, without recourse or warranty, all of its rights under the then Existing Lease for the Unit and the Purchaser will assume full responsibility for, and indemnify Seller from, all obligations under such Existing Lease to be performed from and after the closing.

(c) Supplementing the provisions of Paragraph 8 of this Agreement, if on the Closing Date there are rents or other sums due to Seller from tenants for the month in which the Closing Date occurs and/or the month prior thereto, then the Purchaser shall hold the first monies received from any tenants in trust for the benefit of the Seller and promptly remit the same to the Seller to the extent required to pay such sums due to the Seller. ~~Without~~ limiting the provisions of this subparagraph, the Seller hereby reserves its right to any rents or other sums due from tenants for any period prior to the Closing Date and reserves the right to bring legal proceedings directly against tenants for collection of any sums due the Seller from such tenants. If requested by the Seller, the Purchaser shall join as a party plaintiff in any such proceedings brought by the Seller and both the Seller and the Purchaser shall be represented by the Seller's attorneys in such proceedings. However, the Seller shall reimburse the Purchaser for its actual and reasonable costs incurred in connection with any such proceedings in which the Purchaser joins as provided above. Where the Existing Lease contains obligations for utility charges, rent escalation for taxes, labor, operating expenses or other factors, percentage rent, insurance, or other forms of additional rent, and the Seller shall have collected any portion of such charges for a period beyond the Closing Date, then the same shall be apportioned and credit given to the Purchaser for such period. If such charges have not been billed or if billed, have not been collected by the Seller as of the Closing Date, then the Purchaser shall (i) in good faith and with due diligence bill and collect such charges, and when the amount of such additional rent is determined and collected by the Purchaser from such tenants, the same shall be apportioned as provided in this Agreement, (ii) hold the first monies so received in trust for the benefit of the Seller and (iii) promptly remit the same to the Seller to the extent required to pay the amounts due to the Seller for the period up to the Closing Date.

(d) If the Purchaser receives any rents or other sums to which the Seller shall be entitled under this Paragraph 22, then the Purchaser shall hold the same in trust for the benefit of the Seller and promptly remit the same to the Seller. The

provisions of this Paragraph shall survive the delivery of the deed hereunder.

23. Fixtures, Appliances and Personal Property.

23.1. Only those appliances, fixtures, furnishings and items of personal property which are owned by the Seller and are described in the Plan as being part of the Unit and are actually located in the Unit on the Closing Date are included in the sale of the Unit pursuant to the provisions of this Agreement. The Purchaser acknowledges and agrees that other than as expressly provided in the Plan, the Seller makes no representation in connection with such fixtures, furnishings and items of personal property and the Seller expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

23.2. There will be no modifications or extras unless agreed to in writing by the parties. All modifications, alterations and additions to the Unit must be approved by the Seller in writing, and, if approved, shall be performed by the Seller at the Purchaser's expense (payable in the manner set forth in an addendum to this Agreement or separate agreement).

24. Acceptance of Condition of Property and Unit.

24.1. Purchaser represents that it has inspected the Unit and the Property prior to executing this Agreement. The signing of this Agreement by the Purchaser shall constitute its acceptance of:

(a) The condition of the Unit in the condition in which it shall be as of the closing, including the fixtures, equipment and installations, if any, subject to the Seller's representations set forth in the Plan; and

(b) The condition of the Property, including all fixtures, machinery, equipment, furnishings, appliances, installations and any other personal property contained therein (hereinafter collectively called "Installations"), as set forth in the Plan. The Purchaser acknowledges having read or having had ample opportunity to read the Description of the Property set forth in the Plan, which contains a description of the then existing physical condition of the Property. The Purchaser understands that the Seller has no obligation to make any repairs, improvements or decorations in or to the Building, the Unit or the Installations except as set forth in the Plan.

24.2. Except as set forth in the Plan, the Seller has not made, does not make and is unwilling to make any representations as to the condition, income, expenses, Existing Leases, tenants, use, operation or any other matter or thing affecting or relating to the Property or title thereto or the transactions contemplated hereby. Purchaser hereby expressly acknowledges and represents that, except

as may otherwise expressly be set forth the Plan, no such representations have been made. Without limiting the generality of the foregoing, but except as may otherwise be specifically provided in this Agreement, the Purchaser has not relied on any representations or warranties, and the Seller has not made any representations or warranties, in either case express or implied as to (a) the current or future real estate tax liability, assessment or valuation of the Property or the Unit; (b) the potential qualification of the Property or the Unit for any and all benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (c) the compliance of the Unit or the Property, in its current or any future state with applicable zoning ordinances and the ability to obtain a variance in respect to any non-compliance, if any, with said zoning ordinances; (d) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Unit or the Property from any source, including but not limited to the state, city or federal government or any institutional lender; (e) the current or future use of the Unit or the Property; (f) the current or future condition and operating state of any and all machinery or equipment in the Unit or on the Property and the current or future structural and physical condition of the Unit, the Building or any other improvements to the Property or their suitability for rehabilitation or renovation; (g) the state of title to the Unit; and (h) the presence or absence of violations of law or municipal ordinances, orders or requirements.

24.3. The Purchaser acknowledges and agrees that any Supplemental Water Riser (as such term is defined in the Declaration) installed by Seller will have a limited capacity and Seller will have the right to grant Unit Owners the right to tap into such Supplemental Water Riser. Absent such a grant from Seller, no Purchaser will have the right to tap in to such Supplemental Water Riser. A Purchaser shall not be entitled to connect to any Supplemental Water Riser installed by Seller in the Building unless specifically granted such a right in a separate rider to this Purchase Agreement and provided Purchaser pays Seller a "tap in" charge equal to \$3,200 per ton of chilled or condenser water. Seller has the sole right to determine the amount of chilled or condenser water made available to any Purchaser from such Supplemental Water Riser. The tap in charge shall be payable by Purchaser within ten (10) days after notice from Seller of its intention to install a Supplemental Water Riser and until paid by Purchaser shall constitute a lien on Purchaser's Unit.

25. Security Deposit.

If the Purchaser is or hereafter becomes a tenant of the Unit, the Purchaser's unapplied rent security deposit, if any, will be refunded to the Purchaser, together with any interest earned

thereon, within thirty (30) days following the closing, provided the Purchaser is not in default under the Purchaser's Existing Lease, Interim Lease or this Agreement. If the Unit is occupied by other than the Purchaser, then the unapplied security deposit (if any) of the tenant or occupant (or the Purchaser's pro rata share thereof) will be transferred at closing to the Purchaser, who will, upon receipt, sign and deliver to the Seller an agreement acknowledging the amount received, indemnifying the Seller from all liability in connection therewith and agreeing to hold such security deposit as required under the Existing Lease or Interim Lease and applicable law. If such tenant is in arrears with respect to the payment of rent or other charges, if any, the Purchaser understands that it will be obligated to pay to the Seller any such arrearages out of the first amounts collected by the Purchaser from such tenant. In either event, the Seller will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to the Seller and to sue the tenant to the extent such rent security is insufficient.

26. Damage to the Unit. If between the date of this Agreement and the Closing Date, the Unit is damaged by fire or other casualty, the following shall apply:

26.1. The risk of loss to the Unit by fire or other casualty until the earlier of (a) the Closing Date or (b) possession of the Unit by the Purchaser, is assumed by the Seller, but without any obligation of or liability by the Seller to repair or restore the Unit or the Property. If the Seller elects to repair or restore the Unit, then this Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and the Seller shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall belong entirely to the Seller and if such proceeds are paid to the Purchaser, the Purchaser shall promptly upon receipt thereof turn them over to the Seller. The provisions of the preceding sentence shall survive the closing of title.

26.2. If the Seller notifies the Purchaser that it does not elect to repair or restore the Unit or, if the Declaration has been recorded prior thereto, there is damage to part of the Building other than the particular Unit covered by this Agreement and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, then provided that the Purchaser has not assumed the risk of loss by taking possession of the Unit, this Agreement shall be deemed terminated, and provided the Purchaser is not then in default under this Agreement, the Seller shall return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any,

and neither party shall have any further rights, obligations or liability to or against the other hereunder and under the Plan.

If the Purchaser has assumed the risk of loss, then this Agreement shall continue in full force and effect but without any obligation of or liability by the Seller to repair or restore the Unit or the Property and upon closing hereunder, subject to the rights of any holder of a mortgage affecting the Unit, the Seller shall turn over to the Purchaser the net proceeds (after legal and other expenses of collection) actually collected by the Seller under the provisions of such insurance policies, if any, covering such damage to the extent that they were attributable to such damage to the Unit, less any sums expended or incurred by the Seller for restoration of the Unit, and the Seller shall assign, without recourse, the Seller's right to any insurance payments, not yet received by the Seller attributable to such damage to the Unit, less any unrecouped sums therefore expended or incurred by the Seller for the restoration of the Unit and any legal and/or other expenses of collection.

If the Purchaser is a tenant under an Existing Lease at the Property, the provisions of this Agreement shall supersede and replace any conflicting provisions in such Purchaser's Existing Lease.

The Purchaser expressly waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this Paragraph shall govern and control in lieu thereof.

27. No Representations. The Purchaser acknowledges and represents that it 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 the Seller, or otherwise, including, but not limited to, any relating to the description or physical condition of the Property or the Unit, or the size or the dimensions of the Unit, 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 the Purchaser, or any other data, except as herein or in the Plan specifically represented; the Purchaser having relied solely on its 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 the Seller except as herein or in the Plan specifically set forth. No oral representation or statements shall be considered a part of this Agreement. The Purchaser agrees that the Seller and its agents and contractors will have no liability to the Purchaser nor shall the Purchaser be relieved of any of its obligations hereunder if there is a minor error or inaccuracy in the layout or dimensions of the Unit or of the Common

Elements or any Limited Common Elements of the Condominium as shown on the Floor Plans or the Plans and Specifications so long as the layout and dimensions conform substantially to the plans and specifications as they may be changed when permitted by the Plan.

28. Broker.

28.1. Except as set forth in subparagraph 28.2 below, the Purchaser represents to the Seller that the Purchaser has not dealt with any broker, other than the Selling Agent in connection with this transaction. The Purchaser agrees that should any claim be made against the Seller for commissions by anyone other than the Selling Agent, including without limitation the "Purchaser's Broker" (as such term is defined below) based on alleged dealings with the Purchaser or the Purchaser's representatives, the Purchaser shall (i) give testimony to such effect in any case, action or proceeding by any broker other than the Selling Agent, and (ii) indemnify and hold the Seller harmless from and against any and all liabilities, claims, damages, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with any claim for commissions or other compensation with respect to this transaction or with respect to Purchaser. The provisions of this paragraph shall survive the closing of title.

28.2. The Purchaser may elect to use a broker or agent ("Purchaser's Broker") other than the Selling Agent in connection with this transaction; provided the following conditions are fully and completely satisfied:

(a) The Purchaser identifies Purchaser's Broker to the Seller in writing (which may be done on the receipt and acknowledgement referred to below) as the sole and exclusive agent for Purchaser in connection with this transaction;

(b) The Purchaser is solely responsible for any commissions or brokerage fees incurred in connection with the use of Purchaser's Broker; and

(c) Purchaser's Broker and the Purchaser execute and deliver to the Seller simultaneously with Purchaser's receipt of the Plan, a receipt and acknowledgement in the form annexed hereto as Exhibit 3, confirming the foregoing and releasing the Seller from all liability for any commissions or brokerage fees due Purchaser's Broker in connection with this transaction.

29. Assignment. The Seller may assign this Agreement without limitation. The Purchaser shall not have the right to assign this Agreement without the prior written consent of the Seller except as otherwise expressly provided in the Plan.

29.1. If the Seller consents to an assignment of this Agreement by the Purchaser, then any such consent shall be conditioned on the following:

(a) The assignee executing and delivering to the Seller, within five (5) days after the making of such assignment, an assumption of this Agreement in form and substance satisfactory to the Seller;

(b) The Purchaser executing and delivering to the Seller a guarantee of the assignee's obligations under this Agreement and any instruments or agreements made pursuant to the provisions of this Agreement on or before or in connection with the closing hereunder, in form and substance satisfactory to the Seller;

(c) The Purchaser and the assignee completing, executing and delivering to the Seller at least thirty (30) days prior to the Closing Date, the New York State Real Property Transfer Gains Tax Transferor and Transferee Questionnaires required under the Gains Tax Law and the Purchaser obtaining a Statement of Tax Due with respect to the assignment and the assignee prior to the Closing Date and paying any amount shown as due by such Statement with respect to the assignment at the closing hereunder; and

(d) The Purchaser pays such additional fees as are specified in the Plan in connection with an assignment of this Agreement.

29.2. Notwithstanding any such consent or assignment, Purchaser shall not be released from any liability under this Agreement.

30. Purchaser's Certifications. The Purchaser certifies that it has agreed in good faith to purchase the Unit for its own use and not as an accommodation to the Seller and with no repurchase agreement. The Purchaser represents to the Seller and the Condominium as follows: (i) if the Purchaser is an individual then the Purchaser is over 18 years of age and resides in the State of New York, and (ii) if the Purchaser is an entity then it is legally authorized to acquire the Unit and has an office for the conduct of its business in New York.

31. Possession of Unit and the Purchaser's Work. The Purchaser shall not be entitled to possession of the Unit until after the closing has occurred under this Agreement, except as and when and on the terms and conditions set forth in an Interim Lease entered into with Seller, in Seller's sole discretion, as provided in the Plan. The Purchaser shall not make any alterations or installations (by itself or with any of its contractors) in the Unit, and the Purchaser will not make any applications (with

respect to such alterations or installations) to any governmental entity, until the closing has occurred under this Agreement.

32. Agreement Not Contingent Upon Financing. This Agreement is not contingent upon the Purchaser's obtaining financing for any portion of the Purchase Price. Thus the failure of the Purchaser to obtain such financing will not relieve the Purchaser from its obligations under this Agreement.

33. Right to Rescind. Unless the Purchaser has received a copy of the Plan and all filed amendments thereto at least three (3) days before signing this Agreement, the Purchaser may rescind this Agreement for a period of seven (7) days after the date of this Agreement by giving notice of rescission to the Seller prior to the expiration of said seven (7) day period. In the event the Purchaser exercises its option to rescind this Agreement, then in that event all moneys paid by the Purchaser on account of the Purchase Price hereunder shall be refunded to the Purchaser within ten (10) days after the expiration of the aforesaid seven (7) day period. If the Purchaser does not give a rescission notice to the Seller within the aforesaid seven (7) day period, this Agreement will become binding upon the Purchaser upon the expiration of said period.

34. Binding Effect. The Purchaser acknowledges that, except as provided below, this Agreement will not be binding on the Seller until a fully executed counterpart of this Agreement has been delivered to the Purchaser or the Purchaser's attorney. Within twenty (20) days after delivery to the Seller of three (3) copies of this Agreement (with the terms, including, without limitation, the Purchase Price, and in the form which has previously been provided by the Seller) executed by the Purchaser, together with the above-stated Down Payment, the Seller shall either (i) accept this Agreement and return one fully executed copy thereof to the Purchaser or the Purchaser's attorney or (ii) reject this Agreement, by giving to the Purchaser or the Purchaser's attorney notice thereof together with a refund of the above-stated Down Payment with interest earned thereon, if any. In the event that the Seller takes no action within said twenty (20) day period, then in such event this Agreement (with the terms and in the form provided above) shall be deemed rejected.

35. Working Capital Fund Contribution. On the Closing Date, the Purchaser shall either: (a) contribute a sum equal to one month of Common Charges for the Unit as set forth in Schedule A of the Plan, as a portion of the initial working capital for the Condominium (the "Working Capital Fund"); or (b) reimburse Seller in the event Seller has previously made such a contribution to the Working Capital Fund for such Unit. This contribution is not refundable or transferable if the Purchaser sells its Unit. Unless Seller advises Purchaser to the contrary, it shall be assumed that Seller previously made the contribution of one month's Common

Charges to the Working Capital Fund for such Unit and each Purchaser shall reimburse Seller for such contribution at closing.

36. UNDC Option Units. Units SC-1, SC-2, SC-3, C-1, C-3, C-4, C-6, C-7, 2, 3, 4, the Unit 5 Option Space (as such term is defined in the Plan) and Units 28 through 31 inclusive (collectively, the "UNDC Option Units") are presently offered for sale under the Plan but are subject to certain options to purchase by United Nations Development Corporation ("UNDC") under a certain contract of sale dated December 6, 1994 by and between Seller and UNDC. UNDC's options to purchase the UNDC Option Units under the UNDC Contract expire on February 15, 1995; however, Seller reserves the right to extend the time period in which UNDC has the right to exercise said options. No Purchaser who enters into a Purchase Agreement for a UNDC Option Unit will have any right to purchase such Unit unless and until UNDC fails to exercise its option with respect thereto.

37. Notices. Notices hereunder shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, as follows: to the Purchaser, at the address stated in this Agreement; and to the Seller at c/o Real Estate Investments, 388 Greenwich Street, New York, New York 10013, with a copy to Herrick, Feinstein, 2 Park Avenue, New York, New York 10016, Attention: Leonard Grunstein, Esq. and a copy to Battle Fowler, 75 East 55th Street, New York, New York 10022, Attention: Douglas A. Raelson, Esq. Notices shall be deemed given when personally delivered or mailed. Any of the parties noted in this paragraph may change their address for purposes of this paragraph by giving notice thereof to the other parties as provided above. Herrick, Feinstein may give notice on behalf of the Seller.

38. 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.

39. Survival of the Seller's and the Purchaser's Obligations. All of the obligations of the Seller under this Agreement shall be deemed satisfied upon delivery of the deed to the Unit and the closing of title hereunder and no obligations of the Seller shall survive delivery of the deed except as otherwise expressly provided in this Agreement or the Plan. Except where the context otherwise requires, all the representations, warranties, and obligations of the Purchaser under this Agreement shall survive delivery of the deed and the closing of title hereunder.

40. 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 any transaction contemplated herein or to confirm any

of the obligations of the Purchaser hereunder or any right to be created or transferred hereunder or pursuant to any such transaction.

41. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable either 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.

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

43. 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 contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

44. Waiver of Jury. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

45. No Recordation. This Agreement shall not be recorded by the Purchaser without the Seller's consent. Any purported recordation thereof by the Purchaser shall be void and constitute a default by the Purchaser hereunder.

46. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties hereto and constitutes the entire agreement between them. The Purchaser acknowledges and agrees that the Plan may be amended by the Seller from time to time as provided in the Plan and that this Agreement may be amended by the Seller to conform to the provisions of any such amendment by delivering to the Purchaser a notice thereof, subject however to any rights which the Purchaser may have as provided in the Plan.

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

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

49. Successors and Assigns. Without limiting the provisions of Paragraph 29, the provisions of this Agreement shall bind the Purchaser and its heirs, legal representatives, successors and assigns and inure to the benefit of the Purchaser's heirs, legal representatives and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

50. No Oral Changes. This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereof at the time of execution hereof, in a separate written agreement signed by the parties or in an amendment to the Plan as provided in Section 42 above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Purchaser(s): _____

Seller: The Travelers Insurance Company

By: _____
 Name:
 Title:

TP-581 (8/84)

EXHIBIT 1 TO THE PURCHASE AGREEMENT
REAL PROPERTY TRANSFER GAINS TAX

For Departmental Use Only

New York State
 Department of
TAXATION
 and FINANCE

Questionnaire
TRANSFeree

NOTE: See Instructions (TP-581-1), Section B before completing this form.

PLEASE PRINT		Name		Social Security Number	
(Transferee)		Address		Zip Code	
				Federal Employer Identification Number	
		Name		Social Security Number	
(Transferor)		Address		Zip Code	
				Federal Employer Identification Number	

- Type of Interest to be Acquired
 (Check Applicable Box)

- ☐ Fee ☐ Leasehold Grant ☐ Leasehold Assignment or Surrender ☐ Stock in Co-op
☐ Option Grant ☐ Option Assignment or Surrender ☐ Development Right
☐ Controlling Interest ☐ Contract Assignment ☐ Other (attach explanation)

• Date of Anticipated Transfer _____
 Day Month Year

• Percentage of Interest to be Acquired _____ %

LOCATION OF PROPERTY TO BE TRANSFERRED (List each lot separately)

Address	County

COMPLETE LINES 1, 2 AND 3

1 Consideration to be Paid to Transferor By Transferee.....	1		
2 Brokerage Fees to be Paid by Transferee to Transferor.....	2		
3 Brokerage Fees to be Paid by Transferee to Broker.....	3		

AFFIDAVIT OF TRANSFeree

I swear (or affirm) under penalty of perjury that this questionnaire including the accompanying schedules or statements has been examined by me and is to the best of my knowledge and belief, a true and complete return, made in good faith, pursuant to Article 31-B of the New York State Tax Law.

Sworn to and subscribed to before me this _____ day of _____

Name(s) of Transferee(s)

_____, 19____

Signature(s) of owner(s), partner, officer of corporation, etc.

Signature of officer administering oath

Title

EXHIBIT 2 TO PURCHASE AGREEMENT
APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWN PAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: _____
 Address of Building or
 Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name
of Applicant _____
2. Address
of Applicant _____
3. Name, Address, and Telephone Number
of Applicant's Attorney (if any) _____

4. This is an application for
 [] return of down payment.
 [] forfeiture of down payment.
 [] other: _____

5. The project is [] a conversion of occupied premises.
 [] newly constructed or rehabilitated.
 [] vacant (as is).

6. The project is structured as
[] a cooperative.
[] a condominium.
[] a homeowners association.
[] a time share.
[] other: _____
7. Name and Address
of Sponsor: _____

8. Name and Address
of Escrow Agent: _____

9. If down payments are maintained in an escrow account:
(a) Name of account _____
(b) Name and address
of bank _____
(c) Account number (if known) _____
(d) Initial interest rate (if known) _____
10. If down payments have been secured by bonds:
(a) Name and address of
bond issuer or surety: _____
(b) Copy of bond included in this application. (DO NOT SEND
ORIGINAL BOND.) If not included, explain:

11. If down payments have been secured by a letter of credit:
(a) Name and address of bank which issued the letter of
credit: _____

(b) Date of expiration of the letter of credit, if known:

12. Plan information:

- (a) Date of filing of plan: _____
- (b) Plan
[] has been declared effective. Approximate date: _____
[] has not been declared effective.
- (c) If effective, the plan
[] has closed or the first unit has closed.
Approximate date: _____
[] has not closed.
[] don't know.
- (d) Down payments are secured by
[] escrow account.
[] bonds.
[] letter of credit.

13. Contract information:

- (a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)
- (b) Date on which subscription or purchase agreement was signed: _____
- (c) Date(s) of down payment(s): _____
- (d) Total amount of down payment(s): _____
- (e) Names and addresses of subscribers or purchasers affected by this application:

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following persons: _____

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

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ESCROW AGREEMENT

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EXHIBIT 3

RECEIPT OF OFFERING PLAN AND ACKNOWLEDGEMENT RE: BROKER

Purchaser hereby acknowledges that Purchaser has received from The Travelers Insurance Company ("Sponsor") on the date hereof a Condominium Offering Plan for The 633 Third Avenue Condominium dated _____, 1994 (the "Plan"), together with all filed amendments thereto, if any (collectively, the "Plan") for the condominium known as The 633 Third Avenue Condominium (the "Condominium").

Purchaser hereby represents and agrees that: (i) the undersigned broker or agent ("Purchaser's Broker") is the sole and exclusive agent for Purchaser and Purchaser has not dealt with any other real estate agent or broker in connection with Purchaser's purchase of Unit(s) _____ (the "Unit") at the Condominium other than the Selling Agent set forth on the cover of the Plan; and (ii) Purchaser is and shall continue to be bound by the terms and conditions of the section in the Plan entitled "Procedure to Purchase" and Article 28 of the Purchase Agreement by and between Purchaser and Sponsor.

By signing below, Purchaser's Broker hereby represents and agrees that: (i) Purchaser's Broker is the sole and exclusive agent for Purchaser in connection with Purchaser's purchase of the Unit; (ii) Purchaser's Broker unconditionally releases Sponsor from all liability, claim or charge for commission or other such compensation and for efforts made or expense incurred in connection with the purchase of the Unit and agrees to look solely to Purchaser for payment of all brokerage fees and commissions due in connection with the Unit; and (iii) the undersigned, as agent or principal of Purchaser's Broker, is duly authorized to execute this Receipt.

The provisions of this Receipt shall survive whether or not the Sponsor accepts or rejects the Purchase Agreement submitted by the Purchaser or the closing of title to the Unit occurs.

Dated: _____, 1994

Broker:

Purchaser:

ESCROW AGREEMENT

AGREEMENT made this 30th day of December, 1994, between THE TRAVELERS INSURANCE COMPANY, having an address at c/o Real Estate Investments, 388 Greenwich Street, New York, New York 10013 ("SPONSOR") as SPONSOR of the offering plan described below, and HERRICK, FEINSTEIN, having an address at 2 Park Avenue, New York, New York 10016 ("ESCROW AGENT"), as ESCROW AGENT.

WHEREAS, SPONSOR is the Sponsor of an offering plan (as amended, the "PLAN") to convert to condominium ownership the premises located at 633 Third Avenue, New York, New York (the "Premises"); and

WHEREAS, ESCROW AGENT is authorized to act as an ESCROW AGENT hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as ESCROW AGENT for deposits by purchasers on account of the purchase price of condominium units in the Premises (collectively "units" and each a "unit") under the Plan, pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers on account of the purchase price of under the Plan (collectively the "Deposits" and each a "Deposit"). The escrow account has been opened with National Westminster Bank at its branch located at 350 Fifth Avenue, New York, New York. The account number is _____.

1.2 The name of the account is "Herrick, Feinstein, as ESCROW AGENT under the Plan for The 633 Third Avenue Condominium."

1.3 Members of the ESCROW AGENT are the sole signatories on such account (the "escrow account").

1.4 The escrow account shall be an interest-bearing account. The interest rate to be earned on the Deposits will be the rate paid from time to time by the bank in which such funds are deposited for the same type of account as the escrow account. Interest will begin to accrue when the check for a Deposit is collected, and provided there is no charge back or debit by the such bank against the amount deposited.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received by ESCROW AGENT from each prospective purchaser of a unit under the Plan, on account of the purchase price thereunder, prior to closing of such unit, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser to the order of Herrick, Feinstein Attorney Escrow Account for the Plan for The 633 Third Avenue Condominium." Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser promptly after receipt by ESCROW AGENT of such instrument following any attempts to deposit it; but, in any event, following such unsuccessful attempts to deposit it, ESCROW AGENT shall mail or otherwise send such instrument to such prospective purchaser within five business days of such receipt of such instrument by ESCROW AGENT. In the event of such return of such instrument, then such instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 For purposes of this Section 2.2, an unconditional tender and delivery of a Deposit shall be deemed to have been made if a

Deposit is delivered together with a Purchase Agreement in the form agreed to by SPONSOR without any request for a change in such form or the terms of such Purchase Agreement. Within 10 business days after unconditional tender and delivery to SPONSOR or the Selling Agent, if any, of a Deposit required to be submitted by a purchaser on account of the purchase of a unit under the Plan, together with the Purchase Agreement for the purchase of such unit, ESCROW AGENT shall notify such purchaser of the deposit of such funds in the bank indicated in the Plan, provide the account number, and disclose the initial interest rate. Subject to the provisions of the next sentence, if such purchaser does not receive notice of such deposit within fifteen (15) business days after unconditional tender and delivery to SPONSOR or the Selling Agent, if any, of such Deposit, then such purchaser may cancel the purchase and rescind such purchaser's Purchase Agreement so long as such right to rescind is exercised within ninety (90) days after such purchaser's unconditional tender and delivery of such Deposit to SPONSOR or the Selling Agent, if any, or such purchaser may apply to the Attorney General for relief. However, a purchaser shall not be entitled either to rescind such purchaser's Purchase Agreement or to receive a refund of such purchaser's Deposit where proof satisfactory to the Attorney General is submitted establishing that such Deposit was timely deposited and notice as

provided above was timely mailed to such purchaser in accordance with all regulations of the Attorney General.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the Deposit of a defaulting purchaser until after consummation of the Plan. SPONSOR shall promptly, after consummation of the Plan, amend the Plan to disclose that consummation of the Plan has occurred. "Consummation of the Plan" shall mean the first closing of title for the sale of a unit under the Plan and in accordance with its requirements. Consummation of the Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold a purchaser's Deposit in escrow until: (a) otherwise directed in one or more writings signed (whether on the same or separate counterparts) by each of SPONSOR and such purchaser, or (b) otherwise directed in a determination of the Attorney General, pursuant to the dispute resolution procedures contained in the Attorney General's regulations, or (c) a judgment or order of a court of competent jurisdiction permits or requires the release of such Deposit, or (d) such Deposit is paid by ESCROW AGENT into a court of competent jurisdiction, or (e) such Deposit is paid to SPONSOR as provided

below, or (f) such Deposit is paid to such purchaser as provided below.

3.3 SPONSOR shall not object to the release of the Deposit of any purchaser to such purchaser, provided such purchaser has not defaulted and has timely and validly rescinded such purchaser's Purchase Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

3.4 If there is no written agreement between SPONSOR and a purchaser to release the Deposit paid by such purchaser, ESCROW AGENT shall not pay such Deposit to SPONSOR until after 10 business days following the date that ESCROW AGENT has given such purchaser written notice that ESCROW AGENT intends to pay to SPONSOR such Deposit. Thereafter, such Deposit may be paid to SPONSOR unless such purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received, within such 10 business day period, notice from such purchaser that such application has been made.

4. RECORD KEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL RIGHTS AND OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

5.2 A fiduciary relationship, pursuant to this Agreement, shall exist between ESCROW AGENT and purchasers who have paid Deposits which are held by ESCROW AGENT, and ESCROW AGENT acknowledges such fiduciary obligations.

5.3 ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein. If there is any conflict or inconsistency between the provisions of this Agreement and either the Plan or any Purchase Agreement (as defined in the Plan), the provisions of this Agreement shall be controlling.

5.4 If conflicting demands are made or notices are served upon ESCROW AGENT with respect to this Agreement, or if ESCROW AGENT shall hold a good faith belief that the rights of a claimant to any Deposit are not absolutely clear, the signatories hereto agree that ESCROW AGENT may refuse to comply with any such claim or demand and, except as hereinafter set forth in this Agreement, may withhold and stop all further proceedings in the performance of this Agreement so long as such disagreement shall continue. In so doing, ESCROW AGENT shall not be or become liable for damages or interest to any of the signatories hereto or to any other person for its failure to comply with such conflicting or adverse demands or notices. ESCROW AGENT may continue to so refrain and so refuse to act until (i) the rights of the adverse claimants have been finally adjudicated in a court having and assuming jurisdiction of the parties and/or the Deposit, as the case may be, or (ii) all differences, with respect to any Deposit, shall have been resolved by mutual agreement of SPONSOR and the purchaser who paid such Deposit, and ESCROW AGENT shall have been notified thereof in writing signed by both of said parties. In the alternative, ESCROW AGENT may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and/or may deposit any Deposit with a court of competent jurisdiction, in which event SPONSOR agrees to pay all costs, expenses and

attorneys' fees incurred by ESCROW AGENT in connection therewith. In the event that ESCROW AGENT shall deposit any Deposit with such court, the ESCROW AGENT shall be fully released and discharged from any and all further duties and obligations hereunder with respect to such Deposit.

5.5 ESCROW AGENT shall not be responsible for any interest on any Deposit except for such as is actually received by ESCROW AGENT.

5.6 SPONSOR hereby agrees to indemnify ESCROW AGENT from, and to hold it harmless against, any loss, liability or expense (including, without limitation, attorneys' fees and expenses) incurred without gross negligence, willful default, or bad faith on the part of ESCROW AGENT, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim or liability.

5.7 In any action or proceeding, ESCROW AGENT may represent SPONSOR, even if such action or proceeding relates to or involves any Deposit, at the same time as ESCROW AGENT is holding such Deposit pursuant to this Agreement.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver to ESCROW AGENT each Deposit on account of the sale of a unit under the Plan which has been received by SPONSOR or such agents prior to closing of the sale of such unit within one business day of receipt thereof.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled, by either:

- (a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor ESCROW AGENT; or
- (b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing

of an amendment to the Plan with the Department of Law providing for a successor ESCROW AGENT; or

- (c) All Deposits held by ESCROW AGENT have been paid by ESCROW AGENT from the escrow account as provided in this Agreement.

ESCROW AGENT shall not be responsible for any delay between either i) any such cancellation by SPONSOR of the designation of ESCROW AGENT or ii) the resignation of ESCROW AGENT, and, in either such case, the date on which an amendment to the Plan appointing a successor ESCROW AGENT has been filed by the Department of Law and notice thereof has been given to ESCROW AGENT. Once any such cancellation of the designation of ESCROW AGENT has been given to ESCROW AGENT, or once ESCROW AGENT has given to SPONSOR notice of resignation as ESCROW AGENT, then in either case ESCROW AGENT shall not be obligated to accept thereafter any new Deposits in the escrow account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1(a) or (b) above, ESCROW AGENT shall deliver any and all Deposits held by it in escrow to the new successor ESCROW AGENT set forth in such amendment to the Plan, provided ESCROW AGENT has received a copy of such amendment.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from the Deposits nor from any interest accruing thereon (unless and to the extent SPONSOR is entitled to be paid such Deposits pursuant to this Agreement) and that compensation to ESCROW AGENT, if any, shall not be deducted from the Deposits (unless and to the extent SPONSOR is entitled to be paid such Deposits pursuant to this Agreement) by any financial institution under any circumstance. SPONSOR shall reimburse to ESCROW AGENT any fees or charges incurred in connection with the establishment and maintenance of the escrow account.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid

or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

12.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

13. NOTICE.

13.1 All notices and communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or sent by regular, certified or registered mail, with or without return receipt requested, postage prepaid, addressed as follows:

To SPONSOR:	THE TRAVELERS INSURANCE COMPANY c/o Real Estate Investments 388 Greenwich Street New York, New York 10013 Attn: Anne Nelson Zahner
-------------	--

WITH A COPY TO:	THE TRAVELERS REALTY INVESTMENT COMPANY 1 Tower Square Hartford, Connecticut 06183 Attn: Edward J. Geraghty
--------------------	---

TO ESCROW
AGENT:

HERRICK, FEINSTEIN
2 Park Avenue
New York, New York 10016
Attn: Leonard Grunstein, Esq.

or at such other address as any of the above may have furnished, as the address of such party, to the other parties in a notice given in accordance with the provisions of this Section. All notices sent in accordance with this Section shall be deemed given upon personal delivery or five days after the date of mailing, as the case may be.

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

ESCROW AGENT:

HERRICK FEINSTEIN

By: 

A Partner

SPONSOR:

THE TRAVELERS INSURANCE COMPANY

By: 

Name: Anne Nelson Zahner
Title: Vice President

POWER OF ATTORNEY

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POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as and by the street number 633 Third Avenue, New York, New York ("Condominium") under Article 9-B of the Real Property Law of the State of New York, dated _____, 199 , and recorded in the Office of the Register of the City of New York, New York County, on _____, 199 , 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 with offices at the address set forth below, the contract vendee/owner of the Unit known as Condominium Unit number set forth below (the "Unit") in the Condominium, said Unit being designated and described in the Declaration and also designated as Tax Lot _____ and Block 1314 of the Tax Map of the City of New York set forth below, County of New York, and on the Floor Plans of the Condominium, does hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers, 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 of Managers or in the name of their designees (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) to acquire any Unit together with its Appurtenant Interest, if a unit owner elects to surrender the same pursuant to the By-Laws, and after any such acquisition, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any Unit so acquired by them, without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver any declaration, consent, covenant, restriction, easement, amendment, or other document affecting a Unit or the Common Elements as may be required or permitted under the Declaration.

The acts of a majority of such persons constituting the Board of managers shall constitute the acts of said attorneys-in-fact.

The undersigned hereby irrevocably nominate, constitute and appoint the Declarant of the Declaration and its designees, as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to exercise its rights and powers under Article X of the Declaration and any other rights and powers specified in the Declaration or By Laws thereunder.

This Power of Attorney shall be irrevocable and is coupled with an interest.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the _____ day of _____ 199____

Name:

Name:

Address: _____

Unit No.: _____

Block: _____

Lot: _____

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

On this ____ day of _____, 199__ before me personally came _____, to me known, who being by me duly sworn, did dispose and say that he resides at _____, the corporation described in, and which executed the foregoing instrument; and that he signed h__ name thereto by order of the board of directors of said corporation.

 Notary Public

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

On this ____ day of _____, 199__ before me personally came _____, to me known to be the individual who executed the foregoing instrument and, who, being duly sworn by me, did depose and say that he is a general partner of _____ and that he had authority to sign the same, and acknowledged that he executed same as the act and deed of said firm.

 Notary Public

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

On this ____ day of _____, 199__ before me personally came _____, to me known and known to me to be the person mentioned and described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

 Notary Public

RECORD AND RETURN TO:
 The 633 Third Avenue Condominium
 Board of Managers
 c/o The Travelers Insurance Company
 388 Greenwich Avenue
 New York, New York 10013

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FORM OF UNIT DEED

CONDOMINIUM UNIT DEED

**The Travelers Insurance Company,
Grantor**

to

_____,
Grantee

**Condominium Unit #__ at
The 633 Third Avenue Condominium
Block: 1314
Lot:
City: New York
County: New York**

RECORD AND RETURN TO:

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the _____ day of _____, 199_ between The Travelers Insurance Company, a New York partnership, having offices at c/o Real Estate Investments, 388 Greenwich Street, New York, New York ("Grantor") and _____, a _____, with offices/residing at _____, New York ("Grantee").

W I T N E S S E T H :

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

The Unit known as Unit #____ ("Unit") in the condominium known as The 633 Third Avenue Condominium ("Condominium") in the building known as and by the street number 633 Third Avenue, New York, New York ("Building"), and designated and described as such in the Declaration ("Declaration") establishing a plan for condominium ownership of the Building and the parcel of land on which it is situated (such land and the Building being collectively referred to as "Property"), made by the Grantor under Article 9B of the Real Property Law of the State of New York, dated _____ 199_, and recorded in the Office of the Register of the City of New York, New York County, on the _____ day of _____, 199_ in Reel _____, Page _____ and designated as Tax Lot No. _____ in Block 1314 on the Tax Map of the City of New York for the Borough of Manhattan and on the floor plans of the Building ("Floor Plans"), certified by Swanke Hayden Connell, R.A., on the _____ day of _____ 199_, and filed in the Office of the City Register, New York County, on the _____ day of _____, 199_.

The land is described as follows:

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

BEGINNING at the corner formed by the intersection of the northerly side of East 40th Street and the easterly side of Third Avenue;

THENCE easterly along the northerly side of East 40th Street a distance of 246 feet 6 inches;

THENCE northerly and parallel with the easterly side of Third Avenue 197 feet 6 inches to a point in the southerly line of East 41st Street;

THENCE westerly along the southerly side of East 41st Street, 246 feet 6 inches to the easterly side of Third Avenue;

THENCE southerly along the easterly side of Third Avenue, 197 feet 6 inches to the point or place of BEGINNING.

TOGETHER with % interest in the Common Elements;

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

TOGETHER with and subject to the rights, obligations, easements, restrictions and other provisions of the Declaration and of the By-Laws (including the Rules and Regulations) of the Condominium, including but not limited to the reservation by the Grantor of Development Rights pursuant to Article XIV of the Declaration, as such Declaration and By Laws may be amended from time to time by instruments recorded in the office of the Register of the City of New York, New York County, all of which rights, obligations, easements, restrictions and other provisions, shall constitute covenants running with the land and shall bind any and all persons having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; and subject to any other matters of record as of the date hereof;

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

Grantee by accepting delivery of this deed covenants and agrees to be bound by and to comply with the provisions of the Declaration and the By-Laws of the Condominium (including but not limited to the Rules and Regulations thereunder) recorded simultaneously with and as a part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, New York County.

Subject to any restrictions contained in the Declaration or in the By-Laws, the Unit may be used for any legal purpose.

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

The terms "Grantor" and "Grantee,, shall be read as "Grantors" and "Grantees" whenever the sense of the deed so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

WITNESS

GRANTOR:

THE TRAVELERS INSURANCE COMPANY

By: _____
Name:
Title:

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

On this ____ day of _____, 199 before me personally came _____, to me known who, being duly sworn, did depose and say that he resides at _____; that he is the _____ of The Travelers Insurance Company and that he executed the foregoing instrument, by order of the board of directors of said corporation, in the firm name of The Travelers Insurance Company, and that he had authority to sign the same, and acknowledged that he executed same as an officer of said corporation, as the act and deed of said firm.

Notary Public

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DECLARATION OF CONDOMINIUM

HERRICK, FEINSTEIN
Attorneys for Declarant
2 Park Avenue
New York, New York 10016
Attention: Leonard Grunstein, Esq.

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DECLARATION OF THE 633 THIRD AVENUE CONDOMINIUM

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

DECLARANT, THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, having an office at c/o Real Estate Investments, 388 Greenwich Street, New York, New York, does hereby declare as follows:

ARTICLE I**Submission of the Property**

The Declarant hereby submits the Property to the provisions of the Condominium Act, and pursuant thereto does hereby establish a condominium to be known as "THE 633 THIRD AVENUE CONDOMINIUM".

ARTICLE II**The Land**

The Land is located in the County, City and State of New York and is more particularly described in Schedule A annexed hereto and made a part hereof. The Land is owned by the Declarant in fee simple.

ARTICLE III**The Building**

The Building is a forty-one story office building with cellar (also known as the concourse) and subcellar. The Building is presently used as a commercial office building with retail uses on the first floor.

The Building is classified Class 1 fireproof construction and consists of a steel frame with poured concrete fireproofing and reinforced concrete slabs. The exterior walls are clad in brick with mortar joints.

The Building contains fifty-eight (58) Units.

ARTICLE IV**The Units**

A. Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit of the Condominium necessary for the proper identification thereof: Unit

designation, tax lot number, approximate area, Common Elements to which such Unit has immediate access and the Common Interest of such Unit. The location of each Unit is shown on the Floor Plans.

B. Each Unit consists of the area measured: (1) vertically from the top of the concrete slab below the Unit and the bottom of the concrete slab above the Unit; and (2) horizontally by (a) the interior face of the brickwork constituting the exterior walls of the Building bounding the Unit, (b) the exterior face of walls (other than the aforesaid exterior walls) separating the Unit from Common Elements and (c) the center line of walls separating the Unit from other Units. References in this paragraph to the interior face or exterior face are from the perspective of a person standing within the Unit.

C. Each Unit shall be deemed to include: (1) the interior face of the brickwork constituting the exterior walls of the Building bounding such Unit; (2) all of any wall or partition (other than the aforesaid exterior walls) separating such Unit from Common Elements other than the exterior face thereof; and (3) all doors other than doors separating a Unit from Common Elements; provided, however, that (a) each Storefront (including its Storefront Windows) shall be deemed to be part of the Unit on which it fronts; (b) the door of Unit 1-E shall be part of such Unit; and (c) if any limited common elements are hereafter created, any door separating a Unit from any limited common elements to which it is appurtenant shall be deemed to be part of such Unit. References in this paragraph to the interior face or exterior face are from the perspective of a person standing within the Unit. Except as otherwise provided in this Declaration or the By-Laws, the fact that a door separating a Unit from the Common Elements is part of the Common Elements shall not give the Board of Managers any right to limit access to and from such Unit through such door. At all times when the security procedures referred to in the second sentence of Section 17 of Article V of the By-Laws are in effect, any door between the Common Elements and any Unit which also has access to the outside of the Building: (i) shall be locked in both directions and alarmed; or (ii) shall be alarmed and need not be locked, but only to the extent that either such door is prohibited from being locked by Applicable Law (such as by reason of requirements relating to emergency or secondary egress from such Unit) or the Board of Managers has approved such door being alarmed without being locked; provided that any such door shall not be locked or alarmed in a manner or to an extent prohibited by any Applicable Law and that if any such door is alarmed, it shall be alarmed in accordance with any Applicable Law and in such manner, if any, as the Board of Managers has reasonably prescribed.

D. Each of the Units is subject to the encroachments and easements described in this Declaration to the extent and on the terms and conditions provided for herein.

ARTICLE V

Common Elements

The term "Common Elements" shall mean: (1) the portions of the Property designated on the Floor Plans as Common Elements; and (2) even if located within a Unit, the following portions of the Property now or hereafter existing, and whether or not so designated on the Floor Plans:

- (a) the Land;
- (b) the foundations, columns, girders, beams, supports, concrete slabs and other such structural members of the Building;
- (c) those portions of the exterior walls of the Building lying beyond the interior face of the brickwork, viewed from the perspective of a person standing within the Building;
- (d) the exterior surface of all other walls and partitions separating a Unit from Common Elements, viewed from the perspective of a person standing within such Unit;
- (e) (i) all Roofs, (ii) all stairs and stairways other than any (A) now existing and not shown on the Floor Plans to be Common Elements, or (B) hereafter installed by a Unit Owner, (iii) all doors, entrances and exits leading to the Building from the outside or from the Building to the outside, and (iv) all doors separating a Unit from Common Elements; provided, however, that the Storefronts and the door of Unit 1-E shall not be Common Elements;
- (f) all windows other than Storefront Windows;
- (g) the following utility and service systems:
 - (i) the electrical system of the Building, excluding any portions thereof (A) beyond any disconnect switch serving any Unit or (B) hereafter installed by a Unit Owner;
 - (ii) the water supply system of the Building (including the sprinkler system), excluding any portions thereof (A) beyond any shut-off valve serving any Unit or (B) hereafter installed by a Unit Owner;

(iii) the water return (sewer) system of the Building, excluding any portions thereof (A) located within a Unit and serving only such Unit or (B) hereafter installed by a Unit Owner;

(iv) the gas supply system of the Building, excluding any portions thereof which do not serve any Common Element;

(v) the steam supply system of the Building excluding any portions thereof which do not serve any Common Element;

(vi) the perimeter zone HVAC system of the Building, including the perimeter induction units and controls therefor located in any Unit, but not including the enclosure enclosing any such perimeter induction unit;

(vii) the interior zone, first floor, concourse and subcellar HVAC system of the Building, excluding any portions thereof (A) beyond any damper on the horizontal portion of the air trunk duct serving any Unit, or (B) hereafter installed by a Unit Owner;

(viii) any supplemental chilled or condenser water riser hereafter installed by the Board of Managers or the Declarant, serving no less than all floors of the Building above the first floor and below the 40th floor;

(ix) any chilled or condenser water producing equipment furnishing chilled or condenser water to the Common Elements referred to in clauses (vi), (vii) or (viii) above;

(x) the exhaust systems of the Building, excluding any portions thereof (A) located within a Unit and serving only such Unit or (B) hereafter installed by a Unit Owner and also excluding any separate exhaust system exclusively serving a Unit; and

(xi) the life safety system of the Building, excluding the terminal devices within a Unit and the conduits, wires and cables connecting such devices to the data gathering panel serving such Unit, but not excluding such data gathering panel;

(h) all elevators and elevator systems (other than (A) the dumb waiters located in Units 2, 3 and 4 and (B) any elevators or elevator systems or escalators or

escalator systems hereafter installed by a Unit Owner), and all shafts serving the same;

(i) any mail chutes and mail boxes, except for any mail chutes and mail boxes hereafter installed by a Unit Owner;

(j) the fans serving the first floor of the Building located within the mezzanine area of the ceiling of Unit C-4:

(k) the mezzanine area in the ceiling of Units 1A and 1C as shown on the Floor Plans; and

(l) to the extent not specifically made or defined to be part of a Unit or specifically excluded from Common Elements by other provisions of this Article V, all other equipment, apparatus, installations and other parts of the Property the common use of which is necessary or convenient for the existence, maintenance or safety of the Property.

As used above in clauses e(ii), (g)(i), (g)(ii), (g)(iii), (g)(vii), (g)(x), (h) and (i) of this Article V, the phrase "installed by a Unit Owner" shall be deemed to mean installed by one or more than one Unit Owner, but not by the Board of Managers, and shall be deemed to include installed by the Declarant unless installed by the Declarant:

(i) for the common benefit of all Unit Owners;

(ii) to enable any Unit Owner to obtain from any Building Systems the type and level of service generally available from such Building Systems existing on the date hereof;

(iii) in connection with Repairs to the Common Elements; or

(iv) in connection with upgrades to Building Systems or renovations to the Building lobby.

Any Alterations to the Common Elements performed by the Declarant shall be deemed to be Common Elements; provided, however, that this sentence shall not apply to any such Alterations deemed installed by a Unit Owner pursuant to the preceding paragraph.

In the event of any conflict between the description set forth above and the Floor Plans, the description in this Declaration shall control.

Subject and subordinate to the other provisions of this Declaration and the By-Laws, the Board of Managers shall have the right to use, operate, administer, maintain and perform Work in and to the Common Elements and to authorize others to do so.

ARTICLE VI

Determination of Common Interest in the Common Elements

The Common Interest of each Unit in the Common Elements is set forth in Schedule B and has been determined by the Declarant based upon floor space, subject to the location of such space and the additional factors of relative value of such space 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 Unit.

ARTICLE VII

Use of the Building and Units

The Units may be used for any lawful purpose permitted under the Zoning Resolution of the City of New York and other Applicable Law subject to any use restrictions contained in the Existing Leases for so long as such Existing Leases remain in effect; provided, however that in no event shall any Unit be used (a) for any residential, obscene or pornographic purpose or (b) for any entertainment establishment requiring approval as, or issuance of a permit for, a place of assembly by any Governmental Authority (other than restaurants, cafeterias, catering or banquet halls or bars either located below the 2nd floor of the Building or if located on or above the 2nd floor, primarily serving the employees and visitors of the Unit Owner or other Person occupying the Unit in which such use is located).

Notwithstanding the foregoing, the Board of Managers, by a vote of two-thirds (2/3rds) of the members thereof, shall have the right to place reasonable additional restrictions on the uses of Units consistent with a first class commercial office building in the Borough of Manhattan, City of New York; provided, however, that no such restriction:

(a) shall apply to any Unit until after the first sale of such Unit by a Unit Owner other than the Declarant; and

(b) shall be effective to prohibit any Unit from being used for (i) any use for which any Unit was used by the first Unit Owner of such Unit other than the Declarant so long as such use was otherwise not in

violation of this Declaration or the By-Laws (hereinafter referred to as a "Prior Permitted Use"), or (ii) any use substantially similar to such Prior Permitted Use.

ARTICLE VIII

Person to Receive Service

Until the first meeting of the Unit Owners, the Declarant is designated to receive service of process in any action which may be brought against the Condominium. Thereafter, the President and the Secretary of the Condominium from time to time then in office are each hereby designated to receive service of process in any action which may be brought against the Condominium.

ARTICLE IX

Right to Subdivide or Combine Units

A. The Unit Owner of any CS Unit shall have the right, without the consent of any of the other Unit Owners or the Board of Managers, from time to time, to:

1. Subdivide any of its CS Units and, in connection therewith, (a) apportion among the Units resulting from such subdivision the Common Interest of the CS Unit so subdivided, using the methodology set forth in Article VI, and (b) designate as limited common elements appurtenant to all or less than all of the Units resulting from such subdivision any part of the CS Unit so subdivided;

2. Combine any of its CS Units and, in connection therewith, establish as the Common Interest of the Unit resulting from such combination the aggregate amount of the Common Interests allocated to the CS Units so combined;

3. Eliminate all or any part of the limited common elements created under clause (1) above and designate the same as a part of a CS Unit; provided that the Unit Owners of all CS Units to which such limited common elements are appurtenant consent thereto;

4. Amend the certificate of occupancy of all or a portion of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under this Article IX; and

5. Reflect any of the matters described above in a duly recorded amendment to the Declaration or the By-Laws or the Floor Plans (and such Unit Owner shall have the obligation to do so when required by Applicable Law).

Any such amendment may contain provisions governing the affairs of any Units resulting from the subdivision or combination to which it relates, provided that no such provisions shall in any manner increase the obligations or decrease the rights of any of the other Unit Owners under the Declaration or the By-Laws.

B. No action under this Article IX shall change the Common Interest of any Unit other than the Units being subdivided or combined or resulting from such subdivision or combination. All costs and expenses of the use, operation and maintenance of and the performance of Work in and to any limited common elements created pursuant to Section A above shall be borne exclusively by the Unit Owners of the Units as to which such limited common elements are appurtenant in accordance with the respective Common Interests of such Units. In addition, the Unit Owners of all Units to which such limited common elements are appurtenant shall jointly and severally indemnify and hold the Board of Managers, the Declarant and all other Unit Owners harmless from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with the use, operation or maintenance of or the performance of Work in or to any such limited common elements.

C. The consent of the Board of Managers and/or any other Unit Owner shall not be required for the recording of any amendment to the Declaration, the By-Laws or the Floor Plans authorized or required by this Article IX. The signatures of the Board of Managers or any other Unit Owner shall not be required on any application or other document necessary or convenient to the exercise by any Unit Owner of any of its rights or powers under this Article IX, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created Units and reapportionment of assessed valuation by reason thereof. Nonetheless, the Unit Owners and the Board of Managers shall execute any such applications or other documents and they hereby grant to any Unit Owner an irrevocable power of attorney coupled with an interest and granted for valuable consideration to execute any such applications or other documents on their behalf, and any such execution, delivery and/or recording shall not require the consent of the Board of Managers or the other Unit Owners.

D. The term "CS Unit" shall mean: (1) any Unit owned by the Declarant, so long as same shall be so owned; (2) any Unit designated as a CS Unit in the Unit Deed for such Unit executed by

the Declarant as grantor or in another recordable instrument executed by the Declarant contemporaneously with the delivery of such Unit Deed; (3) any UNDC Unit; or (4) any Unit resulting from the subdivision or combination of any of the foregoing.

ARTICLE X

Encroachments

There shall be easements for each of the following encroachments and for the maintenance of the same, so long as the Building stands (or is rebuilt or restored by the Board of Managers in accordance with applicable provisions of this Declaration and the By-Laws following a fire or other casualty or condemnation or eminent domain proceedings):

(a) any encroachment existing on the date hereof of any of the Common Elements upon any Unit;

(b) any encroachment existing on the date hereof of any Unit upon any other Unit or upon any of the Common Elements; and

(c) any encroachment arising after the date hereof of any of the Common Elements upon any Unit, and any encroachment arising after the date hereof of any Unit upon any other Unit or upon any of the Common Elements, in either case:

(i) resulting from the settling or shifting of the Building; or

(ii) resulting from the performance of any Work in or to any of the Common Elements provided that (A) such Work is permitted under this Declaration and the By-Laws and (B) such encroachment does not materially adversely affect use or occupancy of any Unit or the Common Elements; or

(iii) resulting from any rebuilding or restoration following a fire or other casualty or a condemnation or eminent domain proceedings, provided that such encroachment does not materially adversely affect use or occupancy of any Unit or the Common Elements.

Any easements granted pursuant to the terms of this Declaration are subject to the foregoing encroachments.

ARTICLE XI

Certain Easements and Other Rights.

A. Easements of all Unit Owners.

1. Each Unit Owner shall have an easement over the Common Elements for ingress and egress to and from its Unit.

2. Each Unit Owner shall have an easement over the Common Elements and the other Units for access to and to use, maintain and make Repairs to any Service Equipment now or hereafter installed in the Building and serving its Unit, including:

(a) with respect to the Unit Owners of Units SC-1, SC-2, SC-3, SC-4, SC-5, SC-6, SC-7 or any other Unit now or hereafter served thereby, the electrical equipment located in the electrical equipment room located within the Common Elements on the subcellar floor; and

(b) with respect to the Unit Owners of Units C-1, C-2, C-3, C-4, C-5, C-6, C-7 or any other Unit now or hereafter served thereby, the electrical equipment located in the electrical equipment room located within the Common Elements on the concourse floor;

provided, however, that this sentence shall not be deemed to grant to any Unit Owner an easement to install any new or additional (as distinguished from replacement) Service Equipment outside of its Unit.

B. Easements and Rights of Certain Unit Owners.

1. The Unit Owner of Unit C-3 shall have an easement in the area of the first floor denominated on the Floor Plans as License Zone 1 to construct escalators, elevators and/or stairs for access to and from the front of the Building on the first floor to Unit C-3 and, in connection therewith, to build within Unit C-3 and in License Zone 1 a separate lobby for its Unit. The Unit Owner of Unit C-3: (a) shall, except as provided in the last sentence of this paragraph, have the exclusive right to control access between the outside of the Building and any separate lobby so created; (b) shall maintain and make Repairs to such separate lobby at a level at least equal to the standards of the Building from time to time in effect; and (c) shall indemnify and hold the Board of Managers, the Declarant and all other Unit Owners harmless from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with such separate lobby. If the Unit Owner of Unit C-3 creates a separate lobby which includes a fixed partition separating such separate lobby and Unit C-3 from the balance of the Building lobby, then at all times when the security procedures referred to in the second sentence of Section 17 of Article V of

the By-Laws are in effect, any door in such fixed partition: (i) shall be locked in both directions and alarmed; or (ii) shall be alarmed and need not be locked but only to the extent that either such door is prohibited from being locked by Applicable Law (such as by reason of requirements relating to emergency or secondary egress from such Unit) or the Board of Managers has approved such door being alarmed without being locked; provided that any such door shall not be locked or alarmed in a manner or to an extent prohibited by any Applicable Law and that if any such door is alarmed, it shall be alarmed in accordance with any Applicable Law and in such manner, if any, as the Board of Managers has reasonably prescribed. If the Unit Owner of Unit C-3 creates a separate lobby which does not include such a fixed partition, then at all times when the security procedures referred to in the second sentence of Section 17 of Article V of the By-Laws are in effect, any door between such Unit and the outside of the Building: (i) shall be locked in both directions and alarmed; or (ii) shall be alarmed and need not be locked but only to the extent that either such door is prohibited from being locked by Applicable Law (such as by reason of requirements relating to emergency or secondary egress from such Unit) or the Board of Managers has approved such door being alarmed without being locked; provided that any such door shall not be locked or alarmed in a manner or to an extent prohibited by any Applicable Law and that if any such door is alarmed, it shall be alarmed in accordance with any Applicable Law and in such manner, if any, as the Board of Managers has reasonably prescribed.

2. The Unit Owner of Unit C-4 shall have an easement in the area of the first floor denominated on the Floor Plans as License Zone 2 to construct escalators, elevators and/or stairs for access to and from the front of the Building on the first floor to Unit C-4 and, in connection therewith, to build within Unit C-4 and in License Zone 2 a separate lobby for its Unit. The Unit Owner of Unit C-4: (a) shall, except as provided in the last sentence of this paragraph, have the exclusive right to control access between the outside of the Building and any separate lobby so created; (b) shall maintain and make Repairs to such separate lobby at a level at least equal to the standards of the Building from time to time in effect; and (c) shall indemnify and hold the Board of Managers, the Declarant and all other Unit Owners harmless from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with such separate lobby. If the Unit Owner of Unit C-4 creates a separate lobby which includes a fixed partition separating such separate lobby and Unit C-4 from the balance of the Building lobby, then at all times when the security procedures referred to in the second sentence of Section 17 of Article V of the By-Laws are in effect, any door in such fixed partition: (i) shall be locked in both directions and alarmed; or (ii) shall be alarmed and need not be locked but only to the extent that either such door is prohibited from being locked by Applicable Law (such as by reason of requirements relating to emergency or secondary egress from such Unit) or the Board of Managers has approved such

door being alarmed without being locked; provided that any such door shall not be locked or alarmed in a manner or to an extent prohibited by any Applicable Law and that if any such door is alarmed, it shall be alarmed in accordance with any Applicable Law and in such manner, if any, as the Board of Managers has reasonably prescribed. If the Unit Owner of Unit C-4 creates a separate lobby which does not include such a fixed partition, then at all times when the security procedures referred to in the second sentence of Section 17 of Article V of the By-Laws are in effect, any door between such Unit and the outside of the Building: (i) shall be locked in both directions and alarmed; or (ii) shall be alarmed and need not be locked but only to the extent that either such door is prohibited from being locked by Applicable Law (such as by reason of requirements relating to emergency or secondary egress from such Unit) or the Board of Managers has approved such door being alarmed without being locked; provided that any such door shall not be locked or alarmed in a manner or to an extent prohibited by any Applicable Law and that if any such door is alarmed, it shall be alarmed in accordance with any Applicable Law and in such manner, if any, as the Board of Managers has reasonably prescribed.

3. The Unit Owner of Unit 1-A shall have an easement over such portions of the Common Elements as shall be necessary, convenient or appropriate to install new or additional Service Equipment in order to make use of air-conditioning equipment situated in the part of Unit 1-A located on the subcellar floor for purposes of air-conditioning the part of Unit 1-A located on the first floor.

4. The Unit Owner of Unit 1-A (or no more than one food cart operator authorized by such Unit Owner at any time) shall have the right, subject to the Rules and Regulations, to operate a cart service in the Building whereby the Unit Owner of Unit 1-A (or such operator) shall be permitted to deliver for sale coffee, pastries, sandwiches and similar items to the various floors at the Building from a food cart; provided (a) the food cart is maintained in a neat, clean and hygienic manner and no odors, smells or noises emanate therefrom; (b) the operator of the cart service does not enter any Unit without the Unit Owner's express permission (any such permission to be revocable at any time); (c) the food cart shall not be transported through the first floor lobby of the Building (other than in the freight elevator) or operated in the first floor lobby of the Building and shall be transported between floors only between the hours of 9:00 a.m. and 4:00 p.m. on weekdays and then only by means of the freight elevator; (d) the food cart shall be transported between Unit 1-A and the freight elevator only through the subcellar; and (e) the cart service does not interfere with the operation of the Property, nor create a hazardous condition or otherwise violate any Applicable Law or the requirements of any insurance rating organization.

5. (a) Each Lobby Unit Owner shall have the right to use, maintain and make Repairs and Alterations to its

Storefront, including the expansion of its Storefront within its Storefront Zone but not projecting outward beyond the exterior walls of the Building other than for minor projections of bay windows or revolving doors. Each Lobby Unit Owner shall maintain and make Repairs to its Storefront as required to keep the same in good condition. Any Repairs or Alterations performed in or to the Storefront of any Lobby Unit shall be of at least the same quality as that of the Storefront of such Lobby Unit now existing or, at the Lobby Unit Owner's election, that of storefronts on other first-class Manhattan office buildings then existing.

(b) Each Lobby Unit Owner shall have the right to erect, maintain and make Repairs and Alterations to Signs on the Storefront of its Unit and in its Storefront Zone, subject to compliance with the following conditions: (i) the location, size, material and design of the Signs shall be at least comparable in quality to the Signs existing on the date hereof; (ii) at no time shall any handwritten, paper, flashing or moving Signs be permitted and the bulbs of all permitted Signs and lights shall be replaced by the Lobby Unit Owner as soon as they become defective or lose their intensity; (iii) each Lobby Unit Owner shall maintain and make Repairs to its Signs as required to keep the same in good condition; (iv) all Signs shall conceal all wiring, transformers, ballasts, starters and other necessary equipment within their individual letters and no exposed wiring troughs or conduits shall be permitted other than one conduit which shall be concealed to the maximum extent feasible; (v) the Lobby Unit Owner shall comply with the provisions of all easements and other agreements of record required in connection with the erection and maintenance of its Signs; and (vi) the erection of such Signs shall not cause any damage to the Building; provided, however, that this clause (vi) shall not be deemed to preclude a Lobby Unit Owner from attaching its Signs to its Storefront or its Storefront Zone as permitted above. The Lobby Unit Owner shall repair any damage caused by its Signs or the erection, maintenance, Repair or Alteration thereof. Any Repairs or Alterations to any Sign on any Storefront or in any Storefront Zone of any Lobby Unit shall be of at least the same quality as that of the Signs now existing on the Storefront of such Lobby Unit or, at the Lobby Unit Owner's election, that of Signs on other first-class Manhattan office buildings then existing.

(c) Each Lobby Unit Owner shall also have an easement to use the sidewalks adjacent to its Unit, including for the placement of Signs advertising retail space, the operation of a sidewalk cafe and the installation and maintenance of deposit boxes for any banks. Each Lobby Unit Owner who makes use of any sidewalk or submits any application or document pursuant to the next sentence shall indemnify and hold the Board of Managers, the Declarant and all other Unit

Owners harmless from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with such use and/or such application or document, as the case may be. The signatures of other Unit Owners and/or the Board of Managers shall not be required in connection with any application or other document necessary or convenient to the exercise by a Lobby Unit Owner of its right to use such sidewalks as provided above. Nonetheless, the Unit Owners and the Board of Managers shall execute any such application or other document and they hereby grant to each Lobby Unit Owner an irrevocable power of attorney coupled with an interest to execute and deliver any such application or other document and the execution and delivery thereof shall not require the consent of the Board of Managers and/or the other Unit Owners.

6. Each Unit Owner owning a Unit located on the first floor of the Building, other than the Lobby Unit Owners, shall have the right: (a) to install one Sign identifying itself and advertising its services in the Building's lobby; and (b) to install one Sign on the exterior of the Building; subject in all cases to the approval of any such Signs by the Board of Managers, which approval shall not be unreasonably withheld.

C. Easements and Rights of the Board of Managers.

1. The Board of Managers shall have an easement over the Units for access to and to use, maintain and make Repairs and Alterations to all Common Elements, including:

(a) the elevator machine room and the mechanical equipment room on the eleventh floor of the Building;

(b) the elevator machine room and make-up water tank on the twelfth floor of the Building;

(c) the water tank areas on the eighteenth floor of the Building; and

(d) the elevator rooms on the twenty-sixth and twenty-seventh floors of the Building;

provided, however, that this sentence shall not be deemed to grant to the Board of Managers an easement to install any new or additional (as distinguished from replacement) Building Systems Equipment or Service Equipment in any Unit or in any Easement Zone.

2. The Board of Managers shall also have an easement to enter any Unit in order: (a) to inspect the same or any property therein; or (b) to perform any Work in order to: (i) prevent damage to such Unit or to any other portion of the Property; (ii) to remedy any notice of any violation issued against the Property by any Governmental Authority which is an impediment to the sale or

financing of any Unit; or (iii) to remedy any default by any Unit Owner under this Declaration or the By-Laws which shall have continued beyond the cure period, if any, provided for in the By-Laws. Prior to the performance of any Work by the Board of Managers under clauses (b)(i) or (ii), the Board of Managers, except in the event of an emergency, shall give reasonable prior notice to the Unit Owner of such Unit and provide such Unit Owner with a period of ten (10) days to perform such Work; provided, however, that if such Work cannot, with due diligence and continuity, be completed within ten (10) days, then if the Unit Owner shall commence the Work within five (5) days of its receipt of such notice, the aforesaid period shall be extended for so long as the Unit Owner shall be prosecuting such Work with due diligence and continuity. The Board of Managers shall be entitled to perform the Work authorized in this paragraph 2 notwithstanding the existence or prosecution of any contest by the Unit Owner of any requirement of Applicable Law permitted under Section 2 of Article XIV of the By-Laws. If, however, the Unit Owner prevails in any such contest and the Work would not have had to otherwise be performed, the cost of performing such Work shall constitute a Common Expense. If the Unit Owner loses or abandons any such contest, all cost and expense incurred in connection with the performance of such Work shall be assessed as a Common Expense solely against such Unit Owner's Unit and shall be payable by such Unit Owner.

3. The Board of Managers shall not be authorized to grant licenses or concessions for the exclusive use or operation of any part of the public portions of the Common Elements located on the first floor of the Building unless Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all Units consent thereto.

D. Easements and Rights of the Declarant.

1. The Declarant, so long as it owns a Unit above the subcellar level and below the 40th floor, shall have an easement over the Units and the Common Elements for access to and to use, maintain and make Repairs and Alterations to all Common Elements; provided, however, that this sentence shall not be deemed to grant to the Declarant: (a) an easement to make any Alteration to any Common Elements in any UNDC Unit, without the consent of the Unit Owner thereof, which consent shall not be unreasonably withheld (provided that such Unit Owner shall not be required to be reasonable with respect to any Alteration to which clause (b) or (c) of this proviso is applicable); (b) an easement to make any Alteration to any Common Elements in any UNDC Easement Zone, without the consent of the UNDC Unit Owners having the right to install new or additional Service Equipment therein; (c) an easement to install any new or additional (as distinguished from replacement) Building Systems Equipment or Service Equipment in any UNDC Unit, without the consent of the Unit Owner thereof, or in any UNDC Easement Zone, without the consent of the UNDC Unit Owners

having the right to install new or additional Service Equipment therein; or (d) an easement to install Signs in the Common Elements except as permitted under paragraph 3 of Section D of this Article XI. No consent by a UNDC Unit Owner under clause (a) above shall be deemed to be a consent under clauses (b) or (c) unless expressly stated.

References in this paragraph 1 to UNDC Units shall not include any UNDC Unit located below the concourse floor of the Building.

2. The Declarant, so long as it owns a Unit above the subcellar level and below the 40th floor, shall also have an easement to enter any Unit in order: (a) to inspect the same or any property therein; provided, however, that this clause (a) shall not be applicable to any UNDC Unit, unless such inspection: (i) is to determine if there is any damage to the Structural Components; (ii) is to determine if there are any defaults under this Declaration and the By-Laws; or (iii) is for the purpose of discharging any due diligence requirements in connection with any amendment to the Plan; or (b) to perform any Work in order to (i) prevent damage to such Unit or to any other portion of the Property; (ii) to remedy any notice of any violation issued against the Property by any Governmental Authority which is an impediment to the sale or financing of any of its Units; or (iii) to remedy any default by any Unit Owner under this Declaration or the By-Laws which shall have continued beyond the cure period, if any, provided for in the By-Laws. Prior to the performance of any Work by the Declarant under clauses (b) (i) or (ii), the Declarant, except in the event of an emergency, shall give reasonable prior notice to the Unit Owner of such Unit and provide such Unit Owner with a period of ten (10) days to perform such Work; provided, however, that if such Work cannot, with due diligence and continuity, be completed within ten (10) days, then if the Unit Owner shall commence Work within five (5) days of its receipt of such notice, the aforesaid period shall be extended for so long as the Unit Owner shall be prosecuting such Work with diligence and continuity. The Declarant shall be entitled to perform the Work authorized in this paragraph 2, notwithstanding the existence or prosecution of any contest by the Unit Owner of any requirement of Applicable Law permitted under Section 2 of Article XIV of the By-Laws. If, however, the Unit Owner prevails in any such contest and the Work would not have had to otherwise be performed, the cost of performing such Work shall be borne by the Declarant. If the Unit Owner loses or abandons any such contest, the Declarant shall be reimbursed by such Unit Owner for all cost and expense incurred in connection with the performance of such Work.

References in this paragraph 2 to UNDC Units shall not include any UNDC Unit located below the concourse floor of the Building.

3. The Declarant, so long as it owns a Unit above the subcellar level and below the 40th floor, shall have an easement over the Common Elements to erect, maintain, and make Repairs to

one or more Signs on the exterior of, and within the first floor lobby of, the Building for the purposes of advertising the sale of any of the Units owned by it and the leasing of any of such Units or of space in any of such Units or advertising any of the services and/or facilities at the Property.

4. The Declarant, so long as it has obligations under the Plan, shall have an easement over the Units and the Common Elements for access to and to use, maintain and make Repairs and Alterations to the Units and the Common Elements in order to fulfill the Declarant's obligations under the Plan.

E. Easement Zones.

1. The term **"Easement Zones"** shall mean and refer to:

(a) the Roofs;

(b) the space located within a Unit or within the Common Elements, defined vertically by the roof of the Building and the slab of the subcellar floor of the Building and horizontally by the outlines on the Floor Plans for:

(i) the telephone closets (the **"Existing Telephone Closets"**);

(ii) the electric closets (the **"Existing Electric Closets"**); and

(iii) the area adjacent to the freight elevator on each floor denominated as an Easement Zone on the Floor Plans;

(c) the westerly three feet of the fire tower shown on the Floor Plans on each floor of the Building from the 2nd floor through the main roof of the Building inclusive (hereinafter referred to as the **"Fire Tower Easement Zone"**);

(d) the area in the mechanical area on the 11th floor designated as the **"Unit 11 Easement Zone"** on the Floor Plans;

(e) the area in the mechanical area on the 11th floor designated as the **"Second UNDC Reserved Easement Zone"** on the Floor Plans; and

(f) the area on the 41st floor designated as the **"Third UNDC Reserved Easement Zone"** on the Floor Plans

Certain of the Easement Zones are located partially within Common Elements and partially within certain Units.

2. The term **"Electrical Vault Corridor"** shall mean and refer to the area five feet east/west by thirty-two feet north/south, at and above a plane ten feet above the floor slab of Unit SC-7 between column lines 1A and 3 and E and F on the Floor Plan for the subcellar floor. Unit SC-7 in which the Electrical Vault Corridor is located shall be subject to the easement described in paragraph 9 of this Section E.

3. If any Person shall acquire all of Units 14 through 27 (the **"Core Units"**), then so long as this Declaration is in effect the term **"UNDC Easement Zones"** shall mean:

(a) the southerly three feet of the Fire Tower Easement Zone (hereinafter referred to as the **"UNDC Reserved Easement Zone"**); and

(b) the Easement Zone referred to in clause (f) of the definition of Easement Zones in paragraph 1 of this Section E; and

(c) if the Initial UNDC Unit Owner shall acquire Unit 10, the Easement Zone referred to in clause (e) of such definition of Easement Zones; and

(d) the area on the main roof of the Building designated on the Floor Plans as the **"Fourth UNDC Reserved Easement Zone"**; and

(e) if the Initial UNDC Unit Owner shall acquire Units 11, 12 and 13:

(i) the Unit 11 Easement Zone; and

(ii) the roof of the 11th floor.

If no Person shall acquire all of the Core Units, there shall be no UNDC Easement Zones.

The UNDC Unit Owners shall have the right (A) to install new or additional Service Equipment in any UNDC Easement Zone or to relocate within any UNDC Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (B) to authorize the Board of Managers to install new or additional Building Systems Equipment in any UNDC Easement Zone or to relocate within any UNDC Easement Zone any Building Systems Equipment then existing therein. Such right shall be exclusive. The rights of the UNDC Unit Owner of any UNDC Unit in or to any of the UNDC Easement Zones shall be subject to such reservations, apportionments, allocations, and limitations as shall be set forth in the Unit Deed to such Unit executed by the Initial UNDC Unit Owner as grantor.

4. The term "**Declarant Easement Zones**" shall refer to all Easement Zones other than (a) the UNDC Easement Zones, if any, and (b) the Existing Telephone Closets and the Existing Electrical Closets. The Declarant, so long as it shall own any Unit, shall have the right: (i) to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein or (ii) to authorize the Board of Managers to install new or additional Building Systems Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment then existing therein. Such right shall be exclusive except: (A) as provided in any Unit Deed or other instrument delivered pursuant to paragraph 5 of this Section E; and (B) as provided in paragraph 6 of this Section E. After the first date on which the Declarant owns no Unit above the subcellar floor and below the 40th Floor, the Declarant's rights under this paragraph 4 shall continue in common with the rights of the Board of Managers under paragraph 6 of this Section E.

5. (a) The Declarant, when conveying any Unit, shall have the right to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as the Declarant shall elect): (i) to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (ii) to authorize the Board of Managers to install new or additional Building Systems Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment then existing therein, subject, in either case, to such reservations, apportionments, allocations and limitations as the Declarant shall elect.

(b) The Declarant, when conveying Unit 41-A, shall have the right to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as Declarant shall elect) to install communications Service Equipment in the Declarant Easement Zone on the Roofs of the Building. If and to the extent that such a right is granted, the Unit Owner of Unit 41-A shall also have an easement as set forth in paragraph 2 of Section A of this Article XI with respect to any Service Equipment so installed notwithstanding the fact that such Service Equipment need not serve such Unit. The Declarant shall have the right to collect any income derived from communications Service Equipment installed in the Declarant Easement Zone on the Roofs and shall have the right, when conveying Unit 41-A, to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as Declarant shall elect) to collect any such income.

(c) Any such grant pursuant to this paragraph 5 shall be set forth in the Unit Deed to such Unit executed by Declarant as grantor or in a contemporaneous instrument which shall be recorded together with such Unit Deed. Any such grant shall run with the Unit to which it relates in perpetuity, unless otherwise provided by the terms thereof. No such grant shall abridge or violate (or authorize the abridgement or violation of) the terms of any prior grant, unless the holder of such prior grant shall consent thereto.

6. From and after the first date on which the Declarant owns no Unit above the subcellar floor and below the 40th floor the Board of Managers shall have the right (a) to authorize others to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (b) to install new or additional Building Systems Equipment, or relocate any Building Systems Equipment then existing, in any Declarant Easement Zone, except, in either case, to the extent otherwise provided in any grant made by the Declarant pursuant to paragraph 5 of this Section E. Such right of the Board of Managers shall be exclusive except as provided in paragraph 4 of this Section E.

7. Any Unit Owner shall have the right to install:

(a) new or additional telecommunications Service Equipment in the Existing Telephone Closets; and

(b) new or additional electrical Service Equipment in the Existing Electric Closets (including the installation of Service Equipment to draw electricity from any of the Building's bus ducts as permitted by Section 15 of Article V of the By-Laws);

provided, however, that the only new or additional Service Equipment installed by any Unit Owner in any portion of the Existing Telephone Closets or the Existing Electrical Closets outside of its Unit shall be pipes, wires, risers, cables, conduits and other lines, or equipment used for drawing electricity from any of the Building's bus ducts as permitted by Section 15 of Article V of the By-Laws.

8. The Board of Managers shall have the right to install new or additional electrical Building Systems Equipment in the Existing Electric Closets.

9. (a) Any Party shall have the right:

(i) to install Connective Service Equipment in: (A) the Common Elements (other than the public portions of the first floor of the Building); or

(B) the Electrical Vault Corridor, in either case for the purpose of connecting any Service Equipment now or hereafter installed in the Building, as permitted under any other provision of this Declaration, to and from (1) Building Systems Equipment or other Service Equipment or (2) public or utility lines or facilities; and

(ii) to install Service Equipment in the Common Elements located within the subcellar floor of the Building for the purpose of operating any Service Equipment now or hereafter installed in the Building, as permitted under any other provision of this Declaration, and/or for the purpose of connecting any Service Equipment now or hereafter installed in the Building, as permitted under any other provision of this Declaration, to and from (A) Building Systems Equipment or other Service Equipment or (B) public or utility lines or facilities; provided however, that any Service Equipment installed in such Common Elements within the subcellar floor of the Building shall not be located in any hallways and shall be reasonably consistent with the other uses then being made of such Common Elements.

(b) The Board of Managers shall have the right to install Connective Building Systems Equipment in the Electrical Vault Corridor.

(c) The term "**Connective**" as applied to Service Equipment or Building Systems Equipment shall refer to pipes, wires, ducts, risers, cables, conduits and other lines constituting Service Equipment or Building Systems Equipment, as the case may be.

10. Any Party having the right to install or relocate Service Equipment or Building Systems Equipment pursuant to this Section E or pursuant to Section F, or any Party authorized pursuant to this Section E or pursuant to Section F to install or relocate Service Equipment or Building Systems Equipment, shall have an easement over the Common Elements and the Units in order to do so; provided, however, that this paragraph 10 shall not be deemed to enlarge or expand the areas or locations in which any Service Equipment or Building Systems Equipment is authorized to be installed or to which any Service Equipment or Building Systems Equipment is authorized to be relocated.

11. No new or additional Service Equipment or Building Systems Equipment shall be installed in the Existing Telephone Closets other than telecommunications Service Equipment. No new or additional Service Equipment or Building Systems Equipment shall be installed in the Existing Electrical Closets other than electrical Service Equipment and electrical Building Systems Equipment. The Unit Owner of Unit 41-A shall not be permitted to install any new or additional Service Equipment on the Roofs of the Building other

than communications Service Equipment and ancillary electrical Service Equipment; provided, however, that if the Unit Owner of Unit 41-A is also the Unit Owner of any other Unit then this sentence shall not limit or abridge any rights which such Unit Owner has as Unit Owner of such other Unit.

12. Nothing shall hereafter be installed in any Easement Zone or in the Electrical Vault Corridor other than Service Equipment and Building Systems Equipment and then only as and to the extent permitted under this Section E or Section F; provided, however, that the Board of Managers shall have the right to install on the Roofs of the Building equipment for use in connection with exterior window washing. No Service Equipment or Building Systems Equipment carrying steam, fuel oil, gas or other combustible fuels shall hereafter be installed in the Fire Tower Easement Zone. Except for temporary scaffolding or other temporary equipment incidental to the installation of Service Equipment or Building Systems Equipment in the Fire Tower Easement Zone, nothing shall hereafter be installed in the remainder of the fire tower which is not part of the Fire Tower Easement Zone by any Unit Owner or the Board of Managers, without the consent of all of the Parties having the right to install Service Equipment and/or Building Systems Equipment in the Fire Tower Easement Zone.

13. Except as authorized by this Section E or Section F, no new or additional Service Equipment or Building Systems Equipment shall be installed in any Easement Zone.

F. Removals and Relocations of Service Equipment and Building Systems Equipment.

1. Any Unit Owner shall have the right to remove abandoned Service Equipment located in its Unit or in any Easement Zone in which it has the right to install new or additional Service Equipment; provided that not less than ten (10) days prior to doing so such Unit Owner gives notice of its intention to do so to the Board of Managers and all Unit Owners.

2. Any Unit Owner shall have the right to relocate to elsewhere in any of the Units owned by it: (a) any Service Equipment located in any of such Units, whether such Service Equipment to be relocated serves a Unit owned by such Unit Owner or another Unit; or (b) any Building Systems Equipment located in any of such Units.

3. (a) The Board of Managers shall have the right to relocate to elsewhere in the Building any Building Systems Equipment or Service Equipment located within the Common Elements, but no such relocation shall be to a location: (i) within the public portions of the first floor of the Building; (ii) within any Unit (other than the portion thereof within (A) the Electrical Vault Corridor or (B) an Easement Zone in which the Board of

Managers has the right to install new or additional Building Systems Equipment); or (iii) within any Easement Zone in which the Board of Managers does not have the right to install new or additional Building Systems Equipment.

(b) The Board of Managers shall have the right to relocate to elsewhere in the Building any Building Systems Equipment or Service Equipment located within the Electrical Vault Corridor, but no such relocation shall be to a location: (i) within the public portions of the first floor of the Building; (ii) within any Unit (other than the portion thereof within (A) the Electrical Vault Corridor or (B) an Easement Zone in which the Board of Managers has the right to install new or additional Building Systems Equipment); or (iii) within any Easement Zone in which the Board of Managers does not have the right to install new or additional Building Systems Equipment.

4. (a) Any Party having the right to install Connective Service Equipment in the Common Elements or the Electrical Vault Corridor pursuant to paragraph 9 of Section E shall also have the right, in connection therewith, to relocate to elsewhere in the Common Elements or the Electrical Vault Corridor any Building Systems Equipment or Service Equipment; provided, however, that no such Building Systems Equipment or Service Equipment shall be relocated: (i) within the public portions of the first floor of the Building; or (ii) in any hallways of the subcellar floor of the Building; or (iii) in a manner not reasonably consistent with the other uses then being made of the Common Elements located within the subcellar floor of the Building; or (iv) within any Easement Zone in which such Party does not have the right to install new or additional Service Equipment or Building Systems Equipment.

(b) Any Party having the right to install Service Equipment in the Common Elements located within the subcellar floor of the Building shall also have the right to relocate to elsewhere in such Common Elements, any Building Systems Equipment or Service Equipment located therein; provided, however, that the location thereof within such Common Elements shall not be in any hallways and shall be reasonably consistent with the other uses then being made of such Common Elements.

5. Any relocation of Service Equipment authorized by Sections E and F of this Article XI shall be subject to the following conditions:

(a) No Service Equipment shall be relocated earlier than eight (8) business days after the Person making the

relocation shall have given to the Unit Owner of the Unit served by such Service Equipment and the Board of Managers notice of its intention to do so, which notice shall specify the Service Equipment to be relocated, the place to which the same will be relocated and the extent of any service interruption to result therefrom;

(b) No Service Equipment shall be relocated to a materially less suitable location, without the consent of the Unit Owner of the Unit served by such Service Equipment;

(c) No such relocation shall have a material adverse effect upon the functioning of such Service Equipment or upon the use or occupancy of the Unit served by such Service Equipment, without the consent of the Unit Owner of the Unit served by such Service Equipment;

(d) No service interruption resulting from any such relocation shall unreasonably interfere with the normal use and enjoyment of the Unit served by such Service Equipment, without the consent of the Unit Owner of the Unit served by such Service Equipment;

(e) Any service interruption resulting from any such relocation shall be made at a time which is reasonably convenient to the Unit Owner of the Unit served by such Service Equipment and on prior notice to such Unit Owner; and

(f) All costs arising out of such relocation, including any such costs relating to related Service Equipment not relocated, shall be borne by the Party making such relocation.

6. Any relocation of Building Systems Equipment authorized by Sections E or F of this Article XI shall be subject to the following conditions:

(a) No Building Systems Equipment shall be relocated earlier than eight (8) business days after the Person making the relocation shall have given to the Board of Managers notice of its intention to do so, which notice shall specify the Building Systems Equipment to be relocated, the place to which the same will be relocated and the extent of any service interruption to result therefrom;

(b) No Building Systems Equipment shall be relocated to a materially less suitable location, without the consent of the Board of Managers;

(c) No such relocation shall have a material adverse

effect upon the functioning of such Building Systems Equipment, without the consent of the Board of Managers;

(d) No service interruption resulting from any such relocation shall unreasonably interfere with the normal use and enjoyment of the portions of the Building served by such Building Systems Equipment, without the consent of the Board of Managers;

(e) Any service interruption resulting from any such relocation shall be made at a time which is reasonably convenient to the Board of Managers and on prior notice to the Board of Managers; and

(f) All costs arising out of such relocation, including any such costs relating to related Building Systems Equipment not relocated, shall be borne by the Party making such relocation.

7. No Service Equipment or Building Systems Equipment shall be permitted to be relocated pursuant to this Section F to a location or in a manner which would be prohibited under any provision of Section E of this Article XI if such Service Equipment or Building Systems Equipment being relocated were new or additional Service Equipment or Building Systems Equipment.

8. Except as authorized by this Article XI, no Service Equipment or Building Systems Equipment shall be relocated.

G. Certain Cooling Towers.

1. If any Person shall acquire all of the Core Units, then so long as this Declaration is in effect:

(a) the cooling tower now located in the Third UNDC Reserved Easement Zone; and

(b) if the Initial UNDC Unit Owner shall acquire Unit 10, the two cooling towers now located in the Second UNDC Reserved Easement Zone; and

(c) if the Initial UNDC Unit Owner shall acquire Units 11, 12 and 13 and the cooling tower located in the Unit 11 Easement Zone is abandoned by the tenant under the Existing Lease demising Unit 11, such cooling tower,

(together, in each case, with any associated risers or other equipment) shall be deemed to constitute Service Equipment serving only UNDC Units and, in addition to their rights with respect thereto under paragraph 2 of Section A of this Article XI, the UNDC Unit Owners shall have the right to: (i) discontinue the supply of condenser water from such cooling towers to any Unit; and/or (ii) install new or additional condenser water risers in order to

furnish the condenser water produced by said towers, or any replacements thereof, to any of the UNDC Units.

2. The rights of the UNDC Unit Owner of any UNDC Unit in or to any of the aforesaid cooling towers and/or any condenser water therefrom shall be subject to such reservations, apportionments, allocations, and limitations as shall be set forth in the Unit Deed to such Unit executed by the Initial UNDC Unit Owner as grantor.

3. Any Party having the rights described in clauses (i) and (ii) of paragraph 1 of this Section G or any Party authorized pursuant to this Section G to exercise such rights shall have an easement over the Common Elements and the Units in order to do so; provided, however, that this paragraph 3 shall not be deemed to enlarge or expand the areas or locations in which any Service Equipment is authorized to be installed or to which any Service Equipment is authorized to be relocated.

H. General.

1. Unless expressly provided otherwise herein, the easements granted in this Article may be exercised without the necessity of obtaining the consent of the Declarant, the Board of Managers and/or other Unit Owners.

2. Whenever in this Declaration or the By-Laws, the Declarant, the Board of Managers or any Unit Owner is permitted to enter another Unit Owner's Unit:

(a) such right of entry shall be at such times reasonably convenient and on prior notice to such Unit Owner, except in the event of an emergency;

(b) such right of entry shall not unreasonably interfere with the normal use and enjoyment of such Unit and the Common Elements;

(c) the Unit Owner of the Unit being entered shall have the right to have a representative present at all times during such entry; and

(d) the Party making such entry shall comply with any reasonable security procedures and reasonable security requirements of the Unit Owner or other occupant of the Unit being entered; provided however, that such procedures and requirements shall not preclude entry into the Unit.

ARTICLE XII

Repairs and Alterations

A. Definitions.

As used in the Article and elsewhere in this Declaration, the terms set forth below shall have the following meanings:

1. "Alterations" shall mean demolitions, alterations, installations, additions and improvements performed in or to the Units or the Common Elements, including the installation of new or additional Service Equipment, the relocation of Service Equipment, the installation of new or additional Building Systems Equipment and the relocation of Building Systems Equipment.

2. "Building Shell" shall mean those Common Elements described in clauses (e)(i), (e)(iii) and (f) of Article V of this Declaration.

3. "Building Systems" and "Building Systems Equipment" shall each mean those Common Elements described in clauses (g), (h) and (j) of Article V of the Declaration.

4. "General Work Conditions" shall mean the conditions set forth in Section B of this Article.

5. "Repairs" shall mean repairs, replacements, substitutions and any other work, other than Alterations, performed in or to the Units or the Common Elements.

6. "Structural Components" shall mean those Common Elements described in clauses (b) and (c) of Article V of this Declaration.

7. "Work" shall mean Alterations and/or Repairs.

B. General Work Conditions.

1. All Work permitted or required to be performed by Declarant, any Unit Owner or the Board of Managers shall comply with the following conditions (collectively referred to herein as the "General Work Conditions") applicable to such Work:

(a) the Work shall not unreasonably interfere with the use and occupancy of Units owned by other Unit Owners or the use and enjoyment of the Common Elements and shall be conducted in a manner which minimizes such interference;

(b) the Work shall be performed in accordance with all Applicable Law;

(c) the Work shall not materially adversely affect the Building Shell, Building Systems or Structural Components; provided however, the foregoing shall not prevent demolition for Work to be performed by the Board of Managers or the Declarant (to the extent the Declarant is so authorized herein) in and to the Common Elements;

(d) any Work performed in or to the Common Elements or in a Unit owned by another Unit Owner (other than in the Easement Zones) shall be performed by contractors reasonably approved from time to time by the Board of Managers, unless the Party performing the Work is the Declarant or a Unit Owner owning Units containing in the aggregate more than 100,000 square feet as shown on Schedule B of this Declaration; it being understood that limiting approval to a single contractor for any connections to the portions of the life safety system constituting Common Elements shall be deemed reasonable;

(e) any Work to the public portions of the Common Elements shall be performed in a good and workmanlike manner and (except for any Work by the Board of Managers) with a quality at least equal to the building standard then existing;

(f) any Work in or to the non-public portions of the Common Elements or in any Easement Zone shall be performed with a quality at least equal to the building standard then existing or comparable to other first class commercial office buildings in New York City;

(g) any Work in or to the Common Elements or in a Unit owned by another Unit Owner shall be prosecuted diligently to completion;

(h) the labor employed for the performance of the Work shall be compatible with the labor otherwise employed at the Property;

(i) with respect to any Work permitted to be performed in a Unit owned by another Unit Owner (other than in the Easement Zones), any pipes, ducts or conduits installed in connection with such Work shall be concealed in the walls, floors or ceilings, or if not feasible, boxed in without materially reducing useable areas of the affected Unit;

(j) with respect to any Work permitted to be performed in a Unit owned by another Unit Owner (other than in the Easement Zones), the Party performing the

Work shall, upon request, supply such Unit Owner with a copy of the plans and specifications relating to the Work to be performed in such Unit Owner's Unit;

(k) any damage to the Property or any other any property resulting from such Work shall be promptly repaired by the Party causing the damage;

(l) the Party performing the Work shall indemnify and hold harmless the Declarant, the Board of Managers and all other Unit Owners from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with such Work;

(m) the Unit Owner performing the Work shall reimburse the Board of Managers for any reasonable costs incurred by Board of Managers or the Condominium in connection with the performance of the Work and consents, if any, required of the Board of Managers;

(n) all Applicable Permits required by Applicable Law to be obtained prior to commencement of any Work shall be obtained by the Party performing the Work and copies thereof shall be delivered to the Board of Managers prior to commencement of the Work;

(o) promptly after the completion thereof, the Party performing the Work shall deliver to the Board of Managers: (i) copies of all other Applicable Permits; and (ii) in the case of any Alterations, an accurate set of "as built" plans and specifications;

(p) in case of any Work in or to the Common Elements or in the Easement Zones or in or to any Unit owned by any other Unit Owner, satisfaction by the Party performing such Work, if other than the Declarant named herein, of the applicable Insurance Conditions;

(q) if any Work materially affects the Structural Components of the Property, the Party performing the Work shall cause a licensed engineer specializing in structural engineering or design to certify to the Board of Managers that the structural integrity of the Structural Components will not be impaired as a result of such Work; except that this requirement shall not apply to any Work performed by Declarant to the exterior windows of the Building.

(r) if any Work is to be performed in or to the Common Elements (other than in the Easement Zones) and the estimated aggregate cost of the Work exceeds One Hundred Thousand (\$100,000) Dollars times the CPI Factor,

then any Unit Owner performing such Work (other than the Declarant) shall prior to the commencement of such Work, post a payment and performance bond or in lieu thereof other security reasonably satisfactory to the Board of Managers, unless such Unit Owner: (i) has a mortgage or financing commitment at least equal to the cost of the Work to be performed in or to the Common Elements; or (ii) has outstanding securities rated at least "Baa" by Moody's Investor Services, Inc. or "BBB" by Standard & Poor's Corporation or at an equivalent rating by any nationally recognized rating organization in the United States of America; or (iii) has a liquid net worth as certified by an independent certified public accountant equal to at least twice the estimated cost of the Work to be performed in or to the Common Elements; and

(s) the Party performing the Work shall also comply with any additional applicable conditions set forth in this Declaration or the By-Laws, including, if applicable, the provisions of paragraphs 5 or 6 of Section F of Article XI or paragraph 2 of Section H of Article XI.

References to "other Unit Owners" in the General Work Conditions shall mean all Unit Owners when the Board of Managers is the Party performing the Work.

2. Neither the Declarant nor any other Unit Owner, without the consent of the Board of Managers, which consent may be subject to any other conditions the Board of Managers may reasonably impose in connection therewith, shall:

(a) install in any Unit, or for the benefit of any Unit, any disconnect switch which would permit the Declarant or such other Unit Owner to violate Section 15 of Article V of the By-Laws; or

(b) install in any Unit or for the benefit of any Unit, any shut-off valve for supplemental chilled or condenser water which would permit the Declarant or such other Unit Owner to violate Section 16 of Article V of the By-Laws; or

(c) perform Work which would disturb or perforate the mastic covering the interior of the exterior brickwork of the Building.

If any Unit Owner shall perform any Work which requires points in the life safety system of the Building in excess of the share thereof allocated to its Unit as set forth on Schedule 3-A or 3-B, as applicable, of the By-Laws, then such Unit Owner shall install and place in service any additional equipment required to service such excess points.

3. After such time as the Declarant no longer controls the Board of Managers, the Board of Managers may waive any of the General Work Conditions as they apply to the Common Elements, in the Board of Managers' sole discretion.

C. Duty to Make Repairs.

1. Each Unit Owner shall make such Repairs to its Unit (excluding any Easement Zone or Common Elements therein) and any Service Equipment serving its Unit as may be required to avoid any material, adverse effect on other Units or the Common Elements. The Unit Owner of any of Units 1-B or 1-D shall make such Repairs to the portions of its Units (excluding any Easement Zone or Common Elements therein) which are visible from the lobby of the Building as shall be required to keep the same in good condition.

2. The Board of Managers shall make such Repairs to the Common Elements and the Easement Zones as shall be required to keep the same in good condition.

D. Unit Owners' Rights to Perform Work.

1. Any Unit Owner shall have the right to perform: (a) any Work in or to its Unit (excluding the Common Elements and Easement Zones located therein), or (b) any Work in or to the Common Elements or in any Easement Zone within its Unit or outside its Unit which it has an easement to perform under Article XI or XIII or which it is otherwise authorized to perform by Article XI or XIII.

2. Any Unit Owner also shall have the right:

(a) to pierce the floor slab of its Unit for, and install, electric conduits and plumbing waste lines in the ceiling of the Unit below, with the consent of the Unit Owner of such Unit, which consent shall not be unreasonably withheld;

(b) to pierce the floor slab of its Unit for any other purpose with the consent of the Unit Owner of the Unit below; and

(c) to pierce floor slabs and walls (including foundation walls) in exercise of its rights under paragraphs 7 or 9 of Section E of Article XI; and

shall also have an easement over the Units and the Common Elements in order to do so; provided that, in any such case, (i) a licensed engineer specialized in structural engineering or design certifies to the Board of Managers that the structural integrity of the Structural Components will not be impaired as a result thereof; and (ii) the Board of Managers consents thereto, which consent shall not be unreasonably withheld.

3. Notwithstanding the foregoing, any UNDC Unit Owner also shall have the right, without the consent of the Board of Managers:

(a) to pierce the floor slab of its Unit for, and install, electric conduits and plumbing waste lines in the ceiling of the Unit below, with the consent of the Unit Owner of such Unit, which consent shall not be unreasonably withheld;

(b) to pierce the floor slab of its Units for any other purpose with the consent of the Unit Owner of the Unit below; and

(c) to pierce floor slabs and walls (including foundation walls) in exercise of its rights under paragraphs 7 or 9 of Section E of Article XI; and

shall also have an easement over the Units and the Common Elements in order to do so; provided that, in any such case, a licensed engineer specialized in structural engineering or design certifies to the Board of Managers that the structural integrity of the Structural Components will not be impaired as a result thereof.

4. The Unit Owner of Unit SC-3 and the Unit Owner of Unit C-3 shall have the right to close off or remove the stairways connecting Unit SC-3 and Unit C-3.

E. Board of Managers' Rights to Perform Work.

The Board of Managers shall have the right to perform: (1) any Work in or to the Common Elements (exclusive of the Easement Zones); and (2) any Work in any Easement Zone or in or to any Unit which it has an easement to perform under Article XI or which it is otherwise authorized to perform by Article XI.

F. Declarant's Rights To Perform Work.

1. The Declarant shall have the right to perform any Work which it has an easement to perform under Article XI or which it is otherwise authorized to perform by Article XI.

2. The Declarant shall have the right:

(a) to pierce the floor slab of its Unit for, and install, electric conduits and plumbing waste lines in the ceiling of the Unit below, with the consent of the Unit Owner of such Unit, which consent shall not be unreasonably withheld;

(b) to pierce the floor slab of its Units for any other purpose with the consent of the Unit Owner of the Unit below; and

(c) to pierce floor slabs and walls (including foundation walls) in exercise of its rights under paragraphs 7 or 9 of Section E of Article XI; and

shall also have an easement over the Units and the Common Elements in order to do so; provided that, in any such case, a licensed engineer specialized in structural engineering or design certifies to the Board of Managers that the structural integrity of the Structural Components will not be impaired as a result thereof.

3. The Declarant, when conveying any Unit, shall have the right to grant to the Unit Owner of such Unit the right set forth in paragraph 2 of this Section F. Any such grant shall be set forth in the Unit Deed to such Unit executed by Declarant as grantor or in a contemporaneous instrument which shall be recorded together with such Unit Deed. Any such grant shall run with the Unit to which it relates in perpetuity, unless otherwise provided by the terms thereof.

G. Prior Approval of Board of Managers.

1. If the consent of the Board of Managers is required for the performance of any Work, the Unit Owner, when requesting consent, shall submit plans and specifications for such Work to the Board of Managers. The Board of Managers shall answer such request within thirty (30) days after the submittal of such plans and specifications and failure timely so to answer shall constitute consent by the Board of Managers to such Work. The Board of Managers shall set forth in any refusal to give its consent the basis therefor, including the failure of the Unit Owner to submit any additional information or revisions reasonably requested by the Board of Managers in connection with its review of the plans and specifications. The Board of Managers may hire experts to review the plans and specifications provided by the Unit Owner, the reasonable cost of which shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

2. No consent by the Board of Managers (and no approval of any plans and specifications or other information submitted in connection with a request for consent) shall constitute an assumption by the Board of Managers of any liability for the Work to which the same relates, the accuracy, suitability or soundness of such plans and specifications or other information or their conformity with Applicable Law or a limitation on the rights of the Board of Managers or the obligations of the Unit Owner performing such Work, and such Unit Owner shall remain solely responsible for such Work.

H. Power of Attorney.

The signatures of the other Unit Owners and/or Board of Managers shall not be required on any application or other document

necessary or convenient to the exercise by any Unit Owner or the Declarant of any of their respective rights or powers under this Article XII, including but not limited to the right (and the obligation to do so when required by Applicable Law) of the Declarant from time to time to reflect the easements or other rights granted pursuant to this Section in a duly recorded amendment to the Declaration or the By-Laws or the Floor Plans, any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other Governmental Authority in connection with an amendment to the certificate of occupancy of the Building by reason thereof. Nonetheless, the Unit Owners and the Board of Managers shall execute any such applications or other documents and they hereby grant to each Unit Owner and the Declarant an irrevocable power of attorney coupled with an interest and granted for valuable consideration to execute any such applications or other documents on their behalf, and any such execution, delivery and/or recording shall not require the consent of the Board of Managers or the other Unit Owners.

ARTICLE XIII

Elevators

A. Definitions.

As used in this Article XIII and elsewhere in this Declaration, the following terms shall have the following definitions:

"Base Mid-Rise Units" shall mean Units 11 through 24.

"Mid-Rise Elevator Lobby" shall mean the elevator lobby between the Mid-Rise Elevators on the first floor of the Building.

"Mid-Rise Elevator Reception Area" shall mean either: (1) the area on the first floor bounded by the northern line of the Mid-Rise Elevator Lobby, column line F on the Floor Plans, column line G on the Floor Plans and the far side (viewed from the perspective of a person standing within the Mid-Rise Elevator Lobby) of the structural columns in the Building lobby north of the Mid-Rise Elevator Lobby as indicated on the Floor Plans; or (2) the area on the first floor bounded by the southern line of the Mid-Rise Elevator Lobby, column line F on the Floor Plans, column line G on the Floor Plans and the far side (viewed from the perspective of a person standing within the Mid-Rise Elevator Lobby) of the structural columns in the Building lobby south of the Mid-Rise Elevator Lobby as indicated on the Floor Plans; as the Unit Owner(s) having the Mid-Rise Elevator Rights may elect from time to time.

"Mid-Rise Elevator Rights" shall mean:

1. the exclusive, irrevocable right to use: (a) all of the Mid-Rise Elevators; (b) the Mid-Rise Elevator Lobby; and (c) the Mid-Rise Elevator Reception Area;

2. the exclusive, irrevocable right, to the extent permitted by Applicable Law, to erect and maintain (a) a rope or a moveable partition or, subject to the conditions set forth in paragraph 4 of Section C of this Article XIII, a fixed partition along (i) the northern line of the Mid-Rise Elevator Lobby if the Mid-Rise Elevator Reception Area is located south of the Mid-Rise Elevator Lobby or (ii) the southern line of the Mid-Rise Elevator Lobby if the Mid-Rise Elevator Reception Area is located north of the Mid-Rise Elevator Lobby (but no more than one such rope or partition shall be erected pursuant to this clause (a) at any time), and (b) a rope and moveable stanchions along the perimeter of or within the Mid-Rise Elevator Reception Area;

3. the exclusive, irrevocable right to control access to the Mid-Rise Elevator Lobby and/or the Mid-Rise Elevator Reception Area;

4. the exclusive, irrevocable right to lock off any floor(s) of the Building on all or any of the Mid-Rise Elevators so long as none of the Base Mid-Rise Units are locked off of all the Mid-Rise Elevators; and

5. the exclusive, irrevocable right to station one or more employees in the Mid-Rise Elevator Reception Area and/or the Mid-Rise Elevator Lobby.

"Mid-Rise Elevators" shall mean elevators numbered 9 through 16 as indicated on the Floor Plans for the first floor of the Building.

"Mid-Rise Units" shall mean, subject to the provisions of paragraph 3 of Section C of this Article XIII, the Base Mid-Rise Units.

B. General.

If any Person shall acquire the Core Units then, so long as this Declaration is in effect, except as and to the extent resulting from the exercise of the Mid-Rise Elevator Rights or other rights granted by Section C of this Article XIII by any Person entitled by this Article to do so:

1. all of elevators numbered 17, 18, 19, 20, 21 and 22 as indicated on the Floor Plans for the first floor of the Building

shall continue to serve the first floor and all of floors 2 through 10 and none thereof shall serve any other floor;

2. all of the Mid-Rise Elevators shall continue to serve the first floor and all of floors 10 through 24 and none of the Mid-Rise Elevators shall serve any other floor;

3. all of the elevators numbered 1 and 8 as indicated on the Floor Plans for the first floor of the Building shall continue to serve the concourse, the first floor, floor 9, floor 10 and all of floors 25 through 39 and none thereof shall serve any other floor;

4. all of the elevators numbered 2 and 7 as indicated on the Floor Plans for the first floor of the Building shall continue to serve the first floor, the concourse and all of floors 25 through 39 and none thereof shall serve any other floor; and

5. all of the elevators numbered 3, 4, 5 and 6 as indicated on the Floor Plans for the first floor of the Building shall continue to serve the first floor and all of floors 25 through 39 and none thereof shall serve any other floor.

C. Mid-Rise Elevator Rights

1. If the Declarant shall (in one or more transactions, related or unrelated) convey all of the Base Mid-Rise Units to any Person and shall state in the Unit Deed executed by it covering such Units (or, if there is more than one such Unit Deed, then in at least one of the Unit Deeds covering any of such Units) or in a contemporaneous instrument that the Mid-Rise Elevator Rights shall thereby become effective, then:

(a) (i) such Person is herein called the "Initial Mid-Rise Unit Owner", and (ii) such Unit Deed or contemporaneous instrument is herein called the "Mid-Rise Elevator Rights Effectiveness Instrument"; and

(b) so long as this Declaration is in effect, the Unit Owner of the Mid-Rise Units shall have the Mid-Rise Elevator Rights.

2. Notwithstanding the foregoing, if:

(a) at the time of the delivery of the Mid-Rise Elevator Rights Effectiveness Instrument, the Person then becoming the Initial Mid-Rise Unit Owner shall have theretofore conveyed any of the Mid-Rise Units, then the Mid-Rise Elevator Rights shall be reserved, allocated, limited and exercised as among the Unit Owners of the Mid-Rise Units as provided in the first Unit Deed covering any Mid-Rise Unit theretofore executed by such Person as grantor or as provided in a contemporaneous

instrument executed by such Person; and

(b) at the time of the delivery of the Mid-Rise Elevator Rights Effectiveness Instrument, the Person then becoming the Initial Mid-Rise Unit Owner shall not have theretofore conveyed any of the Mid-Rise Units but the Mid-Rise Units shall at any time thereafter cease to be under common ownership, then the Mid-Rise Elevator Rights shall be reserved, allocated, limited and exercised as among the Unit Owners of the Mid-Rise Units as provided in the first Unit Deed upon the delivery of which the Mid-Rise Units cease to be under common ownership or as provided in a contemporaneous instrument;

provided, however, that: (i) such first Unit Deed may reserve to the grantor thereof, or such contemporaneous instrument may reserve to such grantor, and its successors, the right to modify the provisions thereof relating to the reservation, allocation, limitation and exercise of the Mid-Rise Elevator Rights as among the Unit Owners of the Mid-Rise Units; (ii) if, in either case, neither such first Unit Deed nor such contemporaneous instrument shall contain any provision relating to the reservation, allocation, limitation and exercise of the Mid-Rise Elevator Rights as among the Unit Owners of the Mid-Rise Units, then the Mid-Rise Elevator Rights shall be reserved, allocated, limited and exercised among the Unit Owners of the Mid-Rise Units by a majority of Common Interest thereof; and (iii) none of the Base Mid-Rise Units shall be locked off all the Mid-Rise Elevators.

3. Notwithstanding the foregoing, if

(a) prior to the time of the delivery of the Mid-Rise Elevator Rights Effectiveness Instrument the Person then becoming the Initial Mid-Rise Unit Owner shall have theretofore acquired Unit 10; or

(b) at or after the time of the delivery of the Mid-Rise Elevator Rights Effectiveness Instrument the Initial Mid-Rise Unit Owner acquires Unit 10;

then

(c) the term "**Mid-Rise Units**" shall include, in addition to the Base Mid-Rise Units, Unit 10.

4. Any fixed partition erected by a Unit Owner having Mid-Rise Elevators Rights must be approved by the Declarant so long as the Declarant shall own any Unit above the subcellar floor and below the 40th floor of the Building, which approval shall not be unreasonably withheld so long as such partition is designed and erected in a manner consistent with (a) other first class commercial office buildings then existing in the Borough of

Manhattan, City of New York, and (b) the design and character of the Building lobby then existing or any contemplated upgrade thereof by the Declarant. After such time as the Declarant no longer owns a Unit above the subcellar floor and below the 40th floor of the Building, any such fixed partition must be designed and erected in a manner consistent with (i) other first class commercial office buildings then existing in the Borough of Manhattan, City of New York, and (ii) the design and character of the Building lobby then existing.

5. The Unit Owner of Unit 10 shall have the right, whenever and for so long as the tenth floor is not locked off any of the Mid-Rise Elevators, to lock off elevators numbered 1 and 8 (as indicated on the Floor Plans for the first floor of the Building) from the tenth floor. The Unit Owner of Unit 10 shall have the right, whenever and for so long as the tenth floor is not locked off any of the Mid-Rise Elevators, to lock off elevators numbered 17, 18, 19, 20, 21 and 22 (as indicated on the Floor Plans for the first floor of the Building) from the tenth floor.

6. The Unit Owner(s) entitled to exercise the Mid-Rise Elevator Rights under this Article XIII may exercise, or cease to exercise, any thereof from time to time. If such Unit Owner(s) cease to control access to the Mid-Rise Elevator Lobby and/or the Mid-Rise Elevator Reception Area, then such Unit Owner(s) shall remove any rope, moveable partition, fixed partition and stanchions installed pursuant to clause (2) of the definition of Mid-Rise Elevator Rights and perform such Work as may be necessary to restore the Mid-Rise Elevator Lobby and the Mid-Rise Elevator Reception Area to a condition at least equal to and consistent with the then existing condition of the Building Lobby.

7. Any Unit Owner entitled to exercise any of the rights granted or provided for in the foregoing provisions of this Section C shall have an easement over the Units and the Common Elements in order to do so. In addition to compliance with the General Work Conditions, any Unit Owner exercising any of the rights granted or provided for in the foregoing provisions of this Section C shall be solely responsible for all cost and expense in connection therewith, including arising out of or related to the elevator lock-offs, such as reprogramming the life safety system of the Building and permit and filing fees and shall indemnify all other Unit Owners, the Board of Managers and the Declarant against any claim, liability, loss, cost, damage or expense (including reasonable attorneys' fees and expenses) arising out of the exercise of such rights.

D. Savings Clause

The rights granted or provided for in the foregoing provisions of this Article XIII are subject to (1) the rights of Existing Tenants so long as the Existing Leases shall remain in effect; and (2) the right of the Declarant, the Board of Managers and all other

Unit Owners to use any elevator in the Building in the event of an emergency. No such rights shall be deemed to prevent access by the Board of Managers or the Declarant to maintain or make Repairs or Alterations to any elevator to the extent permitted under other provisions of this Declaration and the By-Laws.

ARTICLE XIV

Development Rights

The Declarant expressly reserves for itself so long as it owns Unit SC-5 and thereafter to the Unit Owner of Unit SC-5, to the extent such rights are still existing: (1) all presently unused development rights with respect to the Property, including any unused development rights in connection with the Parking Lot Parcel, which are not necessary to maintain the existing Building under present zoning laws (referred to collectively herein as the "Development Rights"); and (2) the exclusive right to hold, modify, amend, supplement, terminate, extend or revoke any and all rights and restrictions relating to the Development Rights and the Parking Lot Parcel contained in the Declaration of Zoning Lot Restrictions and the Zoning Lot Agreement. Each Unit Owner does hereby grant to the Declarant, its successors and assigns and any grantee of the Declarant's rights under this Article an irrevocable power of attorney coupled with an interest and granted for valuable consideration, to, on behalf of all Unit Owners and the Board of Managers: (a) transfer to any Person the Development Rights; and, (b) modify, amend, supplement, terminate, extend or revoke any and all rights and restrictions relating to the Development Rights and the Parking Lot Parcel. This reservation of rights and the power of attorney granted in connection therewith is for the sole purpose of transferring the Development Rights to other real property as and when permitted under the zoning laws, including a transfer to the Parking Lot Parcel and for terminating any and all rights and restrictions with respect thereto. None of the Unit Owners nor the Board of Managers shall be entitled to any proceeds from the sale or transfer of the Development Rights and/or the termination of the rights and restrictions with respect to the Development Rights and the Parking Lot Parcel, all such proceeds to belong solely to the Declarant and/or its successors and assignees.

Notwithstanding anything to the contrary contained herein, any Person may be a transferee or assignee of the Development Rights and is not required to be a Unit Owner.

ARTICLE XV

Power of Attorney

A. Each Unit Owner shall be deemed to have granted to the persons who shall from time to time constitute the Board of Managers, or any agent of the Board of Managers acting pursuant to

resolution adopted in accordance with the By-Laws, an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to:

1. acquire title to any Unit which a Unit Owner decides to surrender to the Board of Managers or which, in accordance with the By-Laws, the Board of Managers elects to acquire (any such Unit being referred to herein as a "Common Unit");
2. convey, sell, lease, mortgage, or otherwise deal with (but not to cast the votes appurtenant to) any Common Unit; and
3. execute any amendment to this Declaration adopted pursuant to Article XIX or any other amendment requested to be executed by the Board of Managers by Declarant or a Unit Owner which is consistent with the rights granted to such Unit Owner under Articles IX, XI, XII, XIII and XIV.

Notwithstanding the above, any such Common Unit shall, if the Board of Managers so elects, be acquired and held by a nominee of the Board of Managers.

B. Each Unit Owner shall be deemed to have granted to:

1. the persons who shall from time to time constitute the Board of Managers, or any agent acting of the Board of Managers acting pursuant to resolution adopted in accordance with the By-Laws; and
2. the Declarant;

an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to execute, acknowledge and deliver any instrument necessary or convenient for the exercise by the Board of Managers or the Declarant of any of the rights granted or reserved herein or in the By-Laws or necessary or convenient for the performance by the Board of Managers or the Declarant of any of their obligations hereunder or under the By-Laws, including: (a) any application or other document required or requested by any Governmental Authority, including the New York City Department of Buildings, the City Planning Commission and the Board of Standards and Appeals, applicable to the maintenance of or the performance of Work in or to a Unit or the Common Elements or combination or subdivision of a Unit permitted hereunder; or (b) any application, consent, covenant, restriction, easement, declaration, or other document affecting a Unit or the Common Elements as may be required or permitted under this Declaration.

C. The following provisions of this Section C shall apply with respect to any Unit owned by an International Organization

which, by notice to the Board of Managers, has requested that it receive notice under this Section C. Before any power of attorney under this Article XV or under any other provision of this Declaration or under any provision of the By-Laws may be exercised by any Party on behalf of such International Organization: (1) the exercise by such Party of such power of attorney must be authorized under this Declaration or the By-Laws; (2) such Party must have given written notice to such International Organization: (a) setting forth the provisions of this Declaration and the By-Laws authorizing such exercise of such power of attorney; (b) attaching the document which such Party seeks to sign, or describing any other right which such party seeks to exercise, on behalf of such International Organization; and (c) requesting that such International Organization sign such document or otherwise act to permit the exercise of such right; and (3) for a period of no less than seven (7) business days after such Party has given such notice, such International Organization shall not have signed the document attached to such notice or otherwise acted to permit the exercise of the right sought to be exercised and described in such notice. Following any exercise by any Party of any power of attorney as permitted under the preceding sentence, such Party shall give notice to such International Organization of the exercise of such power of attorney and the provision of the Declaration or the By-Laws authorizing same, and, upon written request of such International Organization, such Party shall promptly provide such International Organization with a copy of all instruments executed using such power of attorney. The Board of Managers shall maintain at the offices of the Condominium or its managing agent a register of any Unit Owner which is an International Organizations, provided that such International Organization has given notice to the Board of Managers pursuant to the first sentence of this Section C. Such register shall be available for inspection by all Unit Owners.

ARTICLE XVI

Acquisition of Units by Board of Managers

In the event that a Unit Owner shall surrender its Unit together with its Appurtenant Interest pursuant to the provisions of the By-Laws or the Condominium Act, or in the event that the Board of Managers or its nominee shall acquire, at a foreclosure or other sale, a Unit together with its Appurtenant Interest, then and in such event, title to any such Unit together with the Appurtenant Interest shall be held by the Board of Managers (or its nominee) on behalf of, and as agent for, all the other Unit Owners in proportion to the respective Common Interests of their Units. Any lease of any Unit leased by the Board of Managers or its nominee will be held by the Board of Managers or its nominee on behalf of all Unit Owners in proportion to the respective Common Interests of their Units.

ARTICLE XVII

By-Laws and Persons Subject to Declaration and By-Laws

Attached to this Declaration and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the Condominium.

All Unit Owners, their respective tenants, occupants, guests, invitees and licensees shall be subject to and shall comply with the provisions of this Declaration and the By-Laws.

Acceptance of a deed or other conveyance or the entering into of a lease or other occupancy of any Unit shall constitute acceptance of this Declaration and the By-Laws.

All of the provisions of this Declaration and By-Laws shall be deemed and taken to be covenants running with the land and shall bind any Persons having at any time any interest or estate in any Unit as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease or occupancy thereof. However, the provisions of this Declaration and the By-Laws are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

ARTICLE XVIII

Covenant of Further Assurances

Any Person who is subject to this Declaration (including any Unit Owner or any Person claiming by, through or under any Unit Owner, the Declarant, and the Board of Managers and any member of the Board of Managers or officer of the Condominium) shall execute, acknowledge and deliver to any such other Person such documents and take such other action as such other Person may reasonably request in order to effectuate the provisions of this Declaration or the By-Laws and the realization of the benefits intended to be conferred thereby. Except as otherwise provided in this Declaration or the By-Laws, all expense and liability thus incurred shall be borne by the requesting Person.

If any such Person fails or refuses within five (5) days after request therefor to execute, acknowledge or deliver any such document or to take any such action, then the Declarant, as long as it shall own any Unit above the subcellar and below the 40th floor, and the Board of Managers is each hereby authorized as attorney-in-fact for such person, coupled with an interest and granted for a valuable consideration, to execute, acknowledge and deliver such document and to take such action in the name of such Person.

ARTICLE XIX

Amendment of Declaration

This Declaration may be amended by vote of Unit Owners owning Units having aggregate Common Interests of not less than 80% of the Common Interests of all Units cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that:

(a) no Unit Owner's vote in favor of any such amendment shall be effective unless all Registered Mortgagees of mortgages affecting such Unit Owner's Unit shall have consented thereto in writing;

(b) no amendment shall be effective against the Declarant which would, without the consent of the Declarant, (i) unreasonably interfere with the sale, lease or other disposition of a Unit owned by the Declarant, (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by this Declaration to the Declarant, including Articles IX, XI, XII, XIV and XXVI, or (iii) impose any fee or charge against the Declarant in connection with the sale, leasing, or other disposition or improvement of any of its Units;

(c) no amendment shall be effective against any Unit Owner having any right, power, easement, privilege or benefit granted by Declarant pursuant to paragraph 5 of Section E of Article XI or paragraph 3 of Section F of Article XII, which would, without the consent of such Unit Owner, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such right, power, easement, privilege or benefit;

(d) no amendment shall be effective against any Unit Owner having any right, power, easement, privilege or benefit under Article XIII which would, without the consent of such Unit Owner, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such right, power, easement, privilege or benefit;

(e) no amendment shall be effective against any Unit Owner of a CS Unit under Article IX which would, without the consent of such Unit Owner, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted to such Unit Owner under Article IX;

(f) no amendment shall be effective against any UNDC Unit Owner which would, without the consent of such UNDC Unit Owner, (i) unreasonably interfere with the sale, lease or other disposition of its UNDC Units, (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by this Declaration to such UNDC Unit Owner, or (iii) impose any fee or charge against such UNDC Unit Owner in connection with the sale, leasing, or other disposition or improvement of any of its UNDC Units;

(g) no amendment shall be effective against any 15% Unit Owner which would, without the consent of such 15% Unit Owner, (i) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by this Declaration to such 15% Unit Owner or (ii) impose any fee or charge against such 15% Unit Owner in connection with the improvement of any of its Units; and

(h) no amendment to Article VII relating to the use of the Units shall be effective against any Unit without the consent of the Unit Owner of such Unit; and

(i) except as permitted by Article IX, no amendment to the Common Interest of any Unit shall be effective without the consent of the Unit Owners of all Units.

No amendment shall be effective until recorded in the Office of the Register of the City of New York in New York County.

ARTICLE XX

Priority of Lien for Common Charges

The term "Institutional First Purchase Money Mortgage" shall mean a first mortgage: (1) made by a Unit Owner in connection with the purchase by it of its Unit and (2) held by a Registered Mortgagee which is: (a) the Declarant; (b) any bank, trust company, savings and loan association or savings bank; (c) any insurance company; (d) any pension, retirement or welfare fund having assets in excess of \$300,000,000.00; (e) any real estate investment trust; (f) any Governmental Authority including an agency of the City or State of New York so long as such mortgage does not exceed eighty (80%) percent of an amount equal to the purchase price of the Unit plus the cost of improvements to be made thereto; or (g) any comparable institutional lender; as any such mortgage may be assigned, modified, extended, replaced, refinanced or restructured.

The lien of an Institutional First Purchase Money Mortgage on a Unit shall be superior to the lien for Common Charges on that Unit; if and only if:

(i) the terms of such Institutional First Purchase Money Mortgage shall authorize the First Mortgagee, upon any default by the Unit Owner in the payment of Common Charges and the continuance of such default beyond the applicable grace and notice periods provided for in the By-Laws, to accelerate the indebtedness secured thereby; and

(ii) after receipt by the First Mortgagee of notice from the Board of Managers that such default has continued beyond such applicable notice and grace periods, the First Mortgagee promptly either: (A) commences a foreclosure action and diligently prosecutes such action to conclusion; or (B) cures or causes such default to be cured.

Except as provided in the preceding sentence, the lien of any mortgage on a Unit shall be subordinate to the lien for Common Charges.

ARTICLE XXI

Termination of Condominium

The Condominium shall continue until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws; or (b) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of Unit Owners owning Units having aggregate Common Interests of at least 95% of the Common Interests of all Units; provided, however, that no Unit Owner's vote in favor of any such withdrawal shall be effective without the written consent of all Registered Mortgagees of such Unit Owner's Unit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to any 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 the respective Common Interests of their Units; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of its share of such net proceeds, all liens on its Unit, in the order of priority of such liens.

ARTICLE XXII

Invalidity

The invalidity of any provisions of this Declaration or any portion thereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and in such event all of the other provisions of

this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XXIII

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 XXIV

Existing Leases

To the extent that and for so long as this Declaration is subject and subordinate to the rights of any tenants of the Building under Existing Leases, the rights granted or reserved to any Party under this Declaration and all requirements and limitations of this Declaration shall be so subject and subordinate.

ARTICLE XXV

Miscellaneous

A. **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 or the intent of any provision hereof.

B. **Certain References.**

1. The use of the masculine gender in this Declaration and the By-Laws shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

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. When used in this Declaration or the By-Laws, the terms "now", the "date hereof" or the "date of this Declaration" shall mean the date on which this Declaration is filed in the Office of the Register of the City of New York, New York County. The term "hereafter" when used in this Declaration or the By-Laws shall mean after the date on which this Declaration is filed in the Office of the Register of the City of New York, New York County.

3. Whenever in the Declaration or the By-Laws the term **"including"** is used, it shall be deemed to mean **"including without limitation."**

4. Whenever in the Declaration or the By-Laws the term **"not be unreasonably withheld"** or similar terms are used, it shall be deemed to mean **"not unreasonably withheld or delayed"**.

5. So long as the Declarant has obligations under the Plan, it shall also have the rights of Unit Owners necessary to fulfill its obligations under the Plan on the terms and conditions set forth in the Declaration and the By-Laws for the exercise of such rights, whether or not the Declarant is at the time in question a Unit Owner.

6. Whenever this Declaration or the By-Laws provide that any Party is permitted to perform any act or exercise any rights under the Declaration or the By-Laws, such Party may authorize other Persons to do so, unless otherwise prohibited by Applicable Law or the provisions of this Declaration and the By-Laws. Whenever this Declaration or the By-Laws refers to any act performed by, or exercise of rights by, any Party, such reference shall include any acts performed by, or rights exercised by, any such other Person so authorized by such Party.

C. Definition of Declarant; Notice of Successor.

The term **"Declarant"** shall mean:

(a) The Travelers Insurance Company or any other corporation or entity which, through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of The Travelers Insurance Company (a **"Travelers Successor"**); or

(b) any Person (a **"Successor Declarant"**) who, at any time, purchases or otherwise succeeds to all Units then owned by: (i) The Travelers Insurance Company; (ii) a Travelers Successor; or (iii) any Successor Declarant; provided that in any case under this clause (b) such Person certifies in writing to the Board of Managers that such Person is holding such Units for purposes of resale and not for leasing or occupancy;

and, in either case, shall also include any nominee holding any Unit for the account of the Person referred to in clause (a) or (b) above. Promptly after any such transfer to a nominee, the Declarant shall give notice thereof to the Board of Managers. The phrase **"owned by"** shall include owned by any such nominee. For purposes of this Declaration and the By-Laws, a Unit shall be deemed to be owned other than by the Declarant if such Unit has been conveyed by the Declarant or any nominee of the Declarant to any other Person and such Unit: (A) is not thereafter reacquired by

the Declarant; or (B) is reacquired by the Declarant at a time when the Declarant owns no Unit above the sub-cellar floor and below the 40th floor; or (C) is reacquired by the Declarant other than as a result of any rescission of the sale of such Unit and other than as a result of the exercise by the Declarant of its right of first refusal under Section 5 of Article VI of the By-Laws.

ARTICLE XXVI

Certain Grants by Declarant

The following provisions shall be applicable to any grant by the Declarant pursuant to paragraph 5 of Section E of Article XI or paragraph 3 of Section F of Article XII.

(a) Where there is any inconsistency between one grant and another, the grant contained in the instrument recorded first shall have priority over a later recorded instrument in the same manner as a deed as provided for under the Real Property Law.

(b) The Declarant may set forth in the Unit Deed or other instrument containing such grant any restrictions and limitations on such grant as the Declarant determines in its sole discretion.

(c) Any such grant shall run with the Unit unless the Unit Deed or other instrument executed by the Declarant provides that it shall not run with the Unit, in which case it shall survive only so long as the Unit shall be owned by the grantee specified therein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of this day of , 1994.

THE TRAVELERS INSURANCE COMPANY

By: _____

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On the _____ day of _____, 19__ before me personally came _____, to me known to be the individual who executed the foregoing instrument and, who, being duly sworn by me, did depose and say that he is a _____ of The Travelers Insurance Company and that he executed the foregoing instrument in the corporate name and that he had authority to sign the same, and acknowledged that he executed the same as the act and deed of said corporation

Notary Public

SCHEDULE A

Description of Land

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

BEGINNING at the corner formed by the intersection of the northerly side of East 40th Street and the easterly side of Third Avenue;

THENCE easterly along the northerly side of East 40th Street a distance of 246 feet 6 inches;

THENCE northerly and parallel with the easterly side of Third Avenue 197 feet 6 inches to a point in the southerly line of East 41st Street;

THENCE westerly along the southerly side of East 41st Street, 246 feet 6 inches to the easterly side of Third Avenue;

THENCE southerly along the easterly side of Third Avenue, 197 feet 6 inches to the point or place of BEGINNING.

[SCHEDULE B]
TO THE DECLARATION OF
THE 633 THIRD AVENUE
CONDOMINIUM

<u>Unit Designation</u>	<u>Tax Lot Number</u>	<u>Approximate Size of Unit In Square Feet</u>	<u>Common Interest</u>	<u>Portion of the Common Elements to which each Unit has Immediate Access</u>
Unit 2		30,784	4.071 %	Elevator, Stairs
Unit 3		34,074	4.292 %	Elevator, Stairs
Unit 4		34,083	4.299 %	Elevator, Stairs
Unit 5		34,074	4.307 %	Elevator, Stairs
Unit 6		34,074	4.314 %	Elevator, Stairs
Unit 7		34,074	4.322 %	Elevator, Stairs
Unit 8		31,325	3.987 %	Elevator, Stairs
Unit 9		31,454	4.012 %	Elevator, Stairs
Unit 10		31,483	4.012 %	Elevator, Stairs
Unit 11		11,349	1.468 %	Elevator, Stairs
Unit 12		13,216	1.699 %	Elevator, Stairs
Unit 13		14,357	1.859 %	Elevator, Stairs
Unit 14		14,174	1.853 %	Elevator, Stairs
Unit 15		14,209	1.862 %	Elevator, Stairs
Unit 16		14,209	1.866 %	Elevator, Stairs
Unit 17		14,209	1.869 %	Elevator, Stairs
Unit 18		13,462	1.768 %	Elevator, Stairs
Unit 19		14,314	1.873 %	Elevator, Stairs
Unit 20		14,314	1.875 %	Elevator, Stairs
Unit 21		14,314	1.878 %	Elevator, Stairs
Unit 22		14,314	1.882 %	Elevator, Stairs
Unit 23		14,749	1.880 %	Elevator, Stairs
Unit 24		14,170	1.875 %	Elevator, Stairs
Unit 25		14,170	1.870 %	Elevator, Stairs
Unit 26		13,749	1.819 %	Elevator, Stairs
Unit 27		13,749	1.822 %	Elevator, Stairs
Unit 28		14,782	1.977 %	Elevator, Stairs
Unit 29		14,782	1.981 %	Elevator, Stairs
Unit 30		14,782	1.985 %	Elevator, Stairs
Unit 31		14,782	1.989 %	Elevator, Stairs
Unit 32		14,782	1.993 %	Elevator, Stairs
Unit 33		14,782	1.997 %	Elevator, Stairs
Unit 34		14,782	2.000 %	Elevator, Stairs
Unit 35		14,782	2.005 %	Elevator, Stairs
Unit 36		14,782	2.009 %	Elevator, Stairs
Unit 37		14,782	2.013 %	Elevator, Stairs
Unit 38		14,665	2.002 %	Elevator, Stairs
Unit 39		14,782	2.022 %	Elevator, Stairs
Unit 41 - A		681	0.097 %	Stairs

**SCHEDULE B
TO THE DECLARATION OF
THE 633 THIRD AVENUE
CONDOMINIUM**

<u>Unit Designation</u>	<u>Tax Lot Number</u>	<u>Approximate Size of Unit In Square Feet</u>	<u>Common Interest</u>	<u>Portion of the Common Elements to which each Unit has Immediate Access</u>
S.C. - 1		3,133	0.286%	Hall
S.C. - 2		1,272	0.115%	Hall
S.C. - 3		8,362	0.737%	Hall
S.C. - 4		5,867	0.523%	Hall
S.C. - 5		541	0.046%	Hall
S.C. - 6		583	0.049%	Hall
S.C. - 7		453	0.039%	Hall
C - 1		2,963	0.303%	Hall
C - 2		664	0.066%	Hall
C - 3		9,535	0.955%	Hall, Sidewalk
C - 4		7,662	0.776%	Hall, Sidewalk
C - 5		4,619	0.472%	Hall
C - 6		1,258	0.123%	Hall
C - 7		1,980	0.196%	Hall
1 - A		7,768	0.977%	Lobby, Sidewalk
1 - B		285	0.038%	Lobby
1 - C		11,849	1.417%	Lobby, Sidewalk
1 - D		1,302	0.129%	Lobby
1 - E		523	0.049%	Loading Platform
			100.000%	

SCHEDULE C**Definitions**

The following terms used in the Declaration, the By-Laws and the Rules and Regulations shall have the meanings set forth below:

1. **"Allocable Share"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

2. **"Alterations"** shall have the meaning set forth in Section A of Article XII of the Declaration.

3. The terms **"amend;" "amended" or "amendment"** shall be deemed to refer to any amendment, whether by deletion of any existing provision, modification of any existing provision, or inserting a new provision.

4. **"Applicable Law"** shall mean all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Unit Owner, Declarant and/or the Board of Managers, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any Governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment) now or hereafter in effect.

5. **"Applicable Permits"** shall mean any action, approval, consent, waiver, exemption, variance, franchise, order, permit, authorization, certificate of occupancy, right or license, building notices, alteration applications or other form of legally required permission, of or from a Governmental Authority, including any zoning, environmental protection, pollution, sanitation, safety, siting or building permit that is necessary to perform any Work on any part of the Property.

6. **"Appointing Authority"** shall have the meaning set forth in Section 3 of Article XII of the By-Laws.

7. **"Apportionment Letter"** shall have the meaning set forth in Section 13 of Article V of the By-Laws.

8. **"Appurtenant Interest"** shall mean, with respect to any Unit Owner: (a) the undivided interest in the Common Elements appurtenant to such Unit Owner's Unit; (b) the interest of such Unit Owner in any Common Units then held by the Board of Managers or its nominee and (c) the interest of such Unit Owner in any other asset of the Condominium.

9. **"Average Cost per KWH"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

10. **"Base Building HVAC Service"** shall have the meaning set forth in Section 16 of Article V of the By-Laws.

11. **"Base Building Water"** shall have the meaning set forth in Section 14 of Article V of the By-Laws.

12. **"Base Mid-Rise Units"** shall have the meaning set forth in Section A of Article XIII of the Declaration.

13. **"Board of Managers"** shall mean the board of managers of the Condominium as appointed or elected pursuant to Article II of the By-Laws.

14. **"Building"** shall mean the building now situated on the Land and all other improvements now or hereafter situated on the Land.

15. **"Building Shell"** shall have the meaning set forth in Section A of Article XII of the Declaration.

16. **"Building Systems"** and **"Building Systems Equipment"** shall have the meaning set forth in Section A of Article XII of the Declaration.

17. **"Building's Excess Electrical Capacity"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

18. **"By-Laws"** shall mean the by-laws of the Condominium in the form annexed to the Declaration, as amended from time to time pursuant to the terms thereof and including the Rules and Regulations.

19. **"Closing Date"** shall mean the date of the delivery of the first Unit Deed delivered pursuant to the Plan following the acceptance for filing of the amendment declaring the Plan effective.

20. **"Common Charges"** shall mean a Unit Owner's share of Common Expenses based on the Common Interest of its Unit plus all other Common Expenses or charges assessed by the Board of Managers against a Unit for which a Unit Owner is liable pursuant to the terms of the Declaration and the By-Laws.

21. **"Common Elements"** shall have the meaning set forth in Article V of the Declaration.

22. **"Common Expense"** or **"Common Expenses"** shall have the meaning set forth in Section 1 of Article V of the By-Laws.

23. "**Common Interest**" shall mean the percentage interest of each Unit in the Common Elements.

24. "**Common Unit**" shall have the meaning set forth in Article XV of the Declaration.

25. "**Condominium**" shall mean the unincorporated association of the Unit Owners created by virtue of the filing of the Declaration in the Office of the Register of New York City, New York County, of which each Unit Owner is a member.

26. "**Condominium Act**" shall mean Article 9-B of the Real Property Law of the State of New York as amended from time to time.

27. "**Connective**" shall have the meaning set forth in Section E of Article XI of the Declaration.

28. "**Core Units**" shall have the meaning set forth in Section E of Article XI of the Declaration.

29. "**CPI Factor**" shall mean, for any year, a fraction the numerator of which is the Price Index on the last day of the third quarter of the calendar year immediately preceding such calendar year, and the denominator of which is the Price Index on the date of the Declaration. For purposes herein, the "**Price Index**" is the Consumer Price Index for all Urban Consumers, New York-Northeastern New Jersey, All Items, (1982-84=100) issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Price Index shall hereafter be converted to a different standard reference base or a change is made in the components or the number of items contained in the Price Index, or if the Price Index is altered, modified, converted or revised in any other way, the Price Index shall be adjusted to the figure that would have been arrived at had the conversion, change, alteration, modification or revision not occurred. In the event that the Price Index is no longer issued, a conversion factor, formula or table as may be published by Prentice Hall, Inc. shall be used, or failing such publication, any other nationally recognized publisher of similar statistical information as is then generally recognized and accepted for similar determinations of the cost of living increases shall be used.

30. "**CS Unit**" or "**CS Units**" shall have the meaning set forth in Article IX of the Declaration.

31. "**Déclarant**" shall have the meaning set forth in Article XXV of the Declaration.

32. "**Declarant Easement Zones**" shall have the meaning set forth in Article XI of the Declaration.

33. **"Declaration"** shall mean the declaration executed by Declarant for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof and shall include any amendments duly adopted in accordance with Article XIX and Articles IX, XII and XIV.

34. **"Declaration of Zoning Lot Restrictions"** shall mean the Declaration of Zoning Lot Restrictions made by Declarant, dated May, 1994, and recorded in the Office of the Register of New York City in the County of New York on _____ in Reel ____, Page ____.

35. **"Dedicated Electric Meter"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

36. **"Development Rights"** shall have the meaning set forth in Article XIV of the Declaration.

37. **"Easement Zone"** shall have the meaning set forth in Section E of Article XI of the Declaration.

38. **"Electrical Vault Corridor"** shall have the meaning set forth in Section E of Article XI of the Declaration.

39. **"Excess Building Chilled or Condenser Water"** shall have the meaning set forth in Section 16 of Article V of the By-Laws.

40. **"Excess Electricity"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

41. **"Existing Electric Closets"** shall have the meaning set forth in Section E of Article XI of the Declaration.

42. **"Existing Lease"** shall mean any lease or leases demising space in the Building in effect on the date the Declaration is recorded in the Office of the New York City Register, New York County, excluding any amendments or extensions thereto thereafter made, so long as such lease remains in effect.

43. **"Existing Telephone Closets"** shall have the meaning set forth in Section E of Article XI of the Declaration.

44. **"15% Interest"** shall have the meaning set forth in Section 8 of Article III of the By-Laws.

45. **"15% Unit Owner"** shall mean a Unit Owner owning Units having aggregate Common Interests of at least fifteen (15%) percent of the Common Interests of all Units and which gives notice thereof to the Board of Managers.

46. **"Fire Tower Easement Zone"** shall have the meaning set forth in Section E of Article XI of the Declaration.

47. **"First Mortgagee"** shall mean the holder of an Institutional First Purchase Money Mortgage.

48. **"Floor Plans"** shall mean the floor plans of the Building prepared by Swanke Hayden Connell, Registered Architects and filed in the Office of the Register of the City of New York in New York County contemporaneously with the recording of the Declaration, as the same may be amended from time to time pursuant to the Declaration.

49. **"Fourth UNDC Reserved Easement Zone"** shall have the meaning set forth in Article XI of the Declaration.

50. **"General Work Conditions"** shall have the meaning set forth in Section B of Article XII of the Declaration.

51. **"Governmental Authority"** shall mean any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

52. **"Hazardous Materials"** shall mean chemicals, pollutants, contaminants, wastes and toxic substances, including solid or hazardous waste, hazardous substances, toxic substances, insecticides, fungicides, rodenticides, gasoline or any other petroleum product or byproduct, polychlorinated biphenols, asbestos and urea formaldehyde to the extent any such substances are described as hazardous in any federal, state or local laws and regulations relating to pollution or protection of human health or the environment including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act, as amended; the Resource Conservation and Recovery Act, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; and the Toxic Substances Control Act, as amended.

53. **"Holiday"** shall mean those days designated as holidays under the applicable union contract, or, if there is no applicable union contract, then the term **"Holiday"** shall mean any day on which state chartered banks in New York City are authorized or required to be closed or such other days as the Board of Managers may designate from time to time.

54. **"Initial Mid-Rise Unit Owner"** shall have the meaning set forth in Section C of Article XIII of the Declaration.

55. **"Initial Trustee"** shall mean The Travelers Insurance

Company.

56. If any Person shall acquire all of the Core Units, then the term **"Initial UNDC Unit Owner"** shall mean such Person.

57. **"Institutional First Purchase Money Mortgage"** shall have the meaning set forth in Article XX of the Declaration.

58. **"Insurance Conditions"** shall have the meaning set forth in Section 2 of Article V of the By-Laws.

59. **"International Organization"** shall have the meaning set forth in Article XV of the By-Laws.

60. **"KWH"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

61. **"Land"** shall mean that certain tract, plot, piece and parcel of land situate, lying and being in the County, City and State of New York, more particularly described in Schedule A annexed to the Declaration, together with all easements, rights, privileges and hereditaments appurtenant thereto, but specifically excluding the Development Rights.

62. **"License Zones"** shall refer to those areas in the Common Elements designated as License Zones 1 and 2 on the Floor Plans.

63. **"Lobby Unit"** shall mean any of Unit 1-A or 1-C.

64. **"Lobby Unit Owner"** shall mean the owner of a Lobby Unit.

65. **"Majority in Common Interest of Unit Owners"** shall have the meaning set forth in Section 10 of Article III of the By-Laws.

66. **"Maximum Electricity Capacity"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

67. **"Mid-Rise Elevator Lobby"** shall have the meaning set forth in Section A of Article XIII of the Declaration.

68. **"Mid-Rise Elevator Reception Area"** shall have the meaning set forth in Section A of Article XIII of the Declaration.

69. **"Mid-Rise Elevator Rights"** shall have the meaning set forth in Section A of Article XIII of the Declaration.

70. **"Mid-Rise Elevator Rights Effectiveness Instrument"** shall have the meaning set forth in Section C of Article XIII of

the Declaration.

71. **"Mid-Rise Elevators"** shall have the meaning set forth in Section A of Article XIII of the Declaration.

72. **"Mid-Rise Units"** shall have the meaning set forth in Article XIII of the Declaration.

73. **"Non-Exclusive Electric Meter"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

74. **"Offer"** shall have the meaning set forth in Section 5 of Article VI of the By-Laws.

75. **"Offeree"** shall have the meaning set forth in Section 5 of Article VI of the By-Laws.

76. **"Offeree Unit"** shall have the meaning set forth in Section 5 of Article VI of the By-Laws.

77. **"Offeror"** shall have the meaning set forth in Section 5 of Article VI of the By-Laws.

78. **"Other Water"** shall have the meaning set forth in Section 14 of Article V of the By-Laws.

79. **"Overtime Base Building HVAC Service"** shall have the meaning set forth in Section 16 of Article V of the By-Laws.

80. **"Parking Lot Parcel"** shall mean that certain real property adjacent to the Property conveyed by the Declarant by deed, dated May 20, 1994, to 633 Third Associates and recorded on May 25, 1994 in the Office of the Register, New York County in Reel 2098 at Page 1674.

81. **"Party"** shall mean any Unit Owner, the Declarant or the Board of Managers, as the context requires.

82. **"PASNY"** shall mean the Power Authority of the State of New York.

83. **"Permitted Electrical Demand Load"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

84. **"Permitted Supplemental Water Load"** shall have the meaning set forth in Section 16 of Article V of the By-Laws.

85. **"Person"** shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

86. **"Plan"** shall mean any condominium offering plan promulgated by the Declarant with respect to the Property as same may be amended from time to time and filed with the New York State Department of Law pursuant to Article 23-A of the General Business Law and the rules and regulations promulgated thereunder.

87. **"Prior Permitted Use"** shall have the meaning set forth in Article VII of the Declaration.

88. **"Property"** shall mean the Land and the Building and all other property, real or personal or mixed, used or intended for use in connection with the Land or the Building and submitted by the Declarant to the condominium regime established pursuant to the Declaration.

89. **"Real Estate Taxes"** shall have the meaning set forth in Section 13 of Article V of the By-Laws.

90. **"Registered Mortgagee"** shall have the meaning set forth in Section 1-A of Article VI of the By-Laws.

91. **"Registered Tenant"** shall have the meaning set forth in Section 9 of Article VI of the By-Laws.

92. **"REIT"** shall mean a real estate investment trust as defined under the Internal Revenue Code of 1986, as amended.

93. **"Repairs"** shall have the meaning set forth in Section A of Article XII of the Declaration.

94. **"Roofs"** shall mean all the roofs of the Building and shall include terraces, if any, and setback roofs.

95. **"Rules and Regulations"** will mean the rules and regulations of the Condominium annexed to the By-Laws as Schedule 1, as any of the same may be amended, modified, deleted from or added to, from time to time pursuant to the terms of the By-Laws.

96. **"Second UNDC Reserved Easement Zone"** shall have the meaning set forth in Article XI of the Declaration.

97. **"Service Equipment"** shall mean:

(a) all of the following now or hereafter installed in the Building, serving one or more Units and not constituting Common Elements: (i) pipes, wires, ducts, risers, cables, conduits and other lines, and (ii) mechanical, electrical or other equipment, including supplemental air-conditioning systems, antennas and other communication devices; and

(b) any antennas or other communications devices and any ancillary electrical equipment hereafter installed on the Roof of the Building by the Unit Owner of Unit 41-A whether or not serving any Unit.

98. **"Sign"** shall mean any sign, advertisement, notice or other lettering.

99. **"Storefront"** shall mean the storefront of a Lobby Unit existing on the date of the Declaration, including the glass, frames, windows and all doors of such Lobby Unit, and any expansion of such storefront.

100. **"Storefront Window"** shall mean the exterior windows of each Lobby Unit on its Storefront.

101. **"Storefront Zone"** with respect to a Lobby Unit shall mean the exterior wall of such Lobby Unit facing any street and shall extend horizontally the length of such Lobby Unit along all such streets and vertically twenty (20) feet up from the sidewalk.

102. **"Structural Components"** shall have the meaning set forth in Section 1 of Article XII of the Declaration.

103. **"Supplemental Water Riser"** shall have the meaning set forth in Section 16 of Article V of the By-Laws.

104. **"Successor Declarant"** shall have the meaning set forth in Article XXV of the Declaration.

105. **"Tax Share"** shall have the meaning set forth in Section 13 of Article V of the By-Laws.

106. The phrase **"then applicable commercial arbitration rules"** shall have the meaning set forth in Section 1 of Article XII of the By-Laws.

107. **"Third UNDC Reserved Easement Zone"** shall have the meaning set forth in Article XI of the Declaration.

108. **"Travelers Successor"** shall have the meaning described in Article XXV of the Declaration.

109. **"UNDC Easement Zones"** shall have the meaning set forth in Article XI of the Declaration.

110. **"UNDC Units"** shall mean, at any time, any of the Core Units, Units 2, 3, 4, 5 or part thereof, 10, 11, 12, 13, 28, 29, 30, 31, C-1, C-3, C-4, C-6, C-7, SC-1, SC-2 and SC-3, which then are or were previously owned by the Initial UNDC Unit Owner, or any Unit resulting from any combination or subdivision of any of the foregoing pursuant to Article IX of the Declaration.

111. **"UNDC Unit Owner"** or **"UNDC Unit Owners"** shall mean any Person owning of record a UNDC Unit.

112. **"UNCITRAL Arbitration Rules"** shall mean the commercial arbitration rules of the United Nations Commission on International Trade Law annexed to the By-Laws as Schedule 4.

113. **"Unit"** shall mean any unit in the Condominium designated as such in the Declaration and described in Article IV or created pursuant to Article IX of the Declaration.

114. **"Unit 11 Easement Zone"** shall have the meaning set forth in Article XI of the Declaration.

115. **"Unit Deed"** shall mean any deed conveying fee title to a Unit.

116. **"Unit Owner"** shall mean the record owner of any Unit, including the Declarant for so long as it shall own a Unit and any UNDC Unit Owner.

117. **"Unit Owner Electric Charge"** shall have the meaning set forth in Section 15 of Article V of the By-Laws.

118. **"Work"** shall have the meaning set forth in Section A of Article XII of the Declaration.

119. **"Zoning Lot Agreement"** shall mean that certain Zoning Lot and Development Agreement made as of May 20, 1994 by and between the Declarant and 633 Third Associates, and recorded on _____ in the Office of the Register, New York County in Reel ____, Page ____.

CONDOMINIUM BY-LAWS

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BY-LAWS

**THE 633 THIRD AVENUE
CONDOMINIUM**

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BY-LAWS
of
THE 633 THIRD AVENUE CONDOMINIUM

Article I

General

Section 1. Purpose and Definition of Terms. The purpose of these By-Laws is to set forth rules and procedures concerning the conduct of the affairs of THE 633 THIRD AVENUE CONDOMINIUM, as well as certain obligations of Unit Owners. All terms used in these By-Laws which are capitalized and are not defined herein shall have the meaning ascribed to such terms in the Declaration of which these By-Laws are a part, unless otherwise specified in the Declaration or these By-Laws, as the case may be.

Section 2. Application. All present and future Unit Owners, mortgagees, lessees and occupants of Units and their employees or guests, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws and the Declaration.

The acceptance of a deed or conveyance of, or the succeeding to title to, or the entering into of a lease or the act of occupancy of a Unit shall constitute agreement that these By-Laws and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 3. Principal Office. The principal office of the Condominium and of the Board of Managers shall be located at 633 Third Avenue, New York, New York, or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

Article II

Board of Managers

Section 1. Number and Term of Office. Until the first meeting of the Unit Owners, the Board of Managers shall consist of three (3) members appointed by the Declarant. From and after the first meeting of the Unit Owners, the Board of Managers shall consist of seven (7) members. Each member of the Board of Managers shall serve for a term of one (1) year or until his or

her successor shall have been duly appointed or elected, except as provided in Section 4 of this Article. Each member may be re-elected any number of times.

Section 2. Powers and Duties. The affairs of the Condominium shall be governed by the Board of Managers. The Board of Managers shall have the powers and duties necessary for administration of the affairs of the Condominium, as agent for all Unit Owners, and shall act in the best interests of all Unit Owners and may do all such acts and things except as by Applicable Law, by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. The Board of Managers shall exercise its powers and perform its duties in a manner consistent with the operation and maintenance of the Property as a first class commercial office building in the Borough of Manhattan, City of New York. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation and maintenance of and the performance of Work in and to the Common Elements.

(b) Determination of the Common Charges.

(c) Collection of the Common Charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption of amendments and additions to the Rules and Regulations subject to the limitations hereinafter set forth in these By-Laws.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Accepting the conveyance of Units surrendered by Unit Owners to the Board of Managers, or purchasing Units at a foreclosure sale pursuant to Section 7 of Article V, in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(h) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, but not casting the votes appurtenant to such Units.

(i) Organizing corporations to act as designees of the Board of Managers in acquiring title to Units on behalf of all Unit Owners.

(j) Obtaining insurance for the Property, including the Units, pursuant to the provisions of Article V, Section 2 hereof, and including directors' and officers' liability insurance and adjusting and settling any insurance claims thereunder (including executing and delivering releases in connection therewith).

(k) Performing Work in and to the Common Elements or any part thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(l) Enforcing obligations of Unit Owners, including levying reasonable fines against Unit Owners for violation of the Declaration or these By-Laws.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation or maintenance of the Common Elements or the performance of Work in and to the Common Elements, provided that (i) the consent of Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all Units shall be required for any borrowing if as a result of such borrowing the aggregate outstanding balance of principal and accrued interest of all borrowings on behalf of the Condominium would exceed \$1,000,000 times the CPI Factor, and (ii) no lien to secure repayment of any sum so borrowed may be created on any Unit or its Appurtenant Interest without the consent of the Unit Owner of such Unit. If any sum borrowed by the Board of Managers pursuant to the authority contained in this subparagraph (m) is not repaid by the Board of Managers, a Unit Owner who pays to the creditor such proportion thereof as the Common Interest of its Unit bears to the Common Interests of all the Units 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.

(n) Executing, acknowledging and delivering any instrument affecting the Property: (i) when required to be delivered by the Board of Managers under the Declaration or under other provisions hereof; or (ii) when not prohibited to be delivered by the Board of Managers under the Declaration or under other provisions hereof and deemed by the Board of Managers to be necessary or appropriate to comply with any Applicable Law; or (iii) upon request of a

Unit Owner, as and when permitted under other provisions hereof or under the Declaration.

(o) Preparing, executing and recording on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest (i) amendments of the Declaration and/or these By-Laws, whenever requested by the Declarant or any other Unit Owner, to the extent required under the Declaration or these By-Laws, or (ii) a restatement of the Declaration and/or By-Laws whenever in the judgment of the Board of Managers it is advisable to consolidate and restate all amendments theretofore made to the Declaration and/or By-Laws.

(p) Controlling power shut-offs and other interruptions of the normal functioning of the Condominium, to facilitate the performance of Work in or to particular Units and/or the Common Elements, which is permitted or required under the Declaration and these By-Laws. In making determinations under the preceding sentence, the Board of Managers will make all reasonable efforts to disrupt the business operations of Unit Owners as little as possible under the circumstances then prevailing.

(q) Investing any excess funds in obligations of the United States and market instruments and funds which invest in any such obligations.

(r) Acting as an agent of each Unit Owner who has given its written authorization to complain or apply to the local and county real estate tax assessment agency or board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Expense against all such Unit Owners a pro rata share of expenses, disbursements, and legal fees paid or incurred in connection with any such complaint or application.

Section 3. Managing Agent and Manager. The Board of Managers may employ for the Condominium a managing agent and/or a manager, at a compensation rate established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (j) and (k) of Section 2 of this Article II; provided, however, in no event may the Board of Managers delegate to the manager or managing agent, the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (l), (m), (n), (o), (p), (q) and (r) of Section 2 of this Article II; and provided further that the compensation rate for any fiscal year of the Condominium established for such managing

agreement and/or manager shall not exceed the greater of: (a) five (5%) percent of the gross receipts of the Condominium during such fiscal year of the Condominium; or (b) two hundred thousand (\$200,000.00) dollars times the CPI Factor, unless such compensation rate shall be comparable to or less than standard rates for similar properties in the vicinity of the Condominium. The Board of Managers may retain such attorneys, accountants and other professionals as it deems advisable in exercising any of the powers enumerated in Section 2 of this Article II.

Section 4. Removal. Except as otherwise provided in this Section 4, any member of the Board of Managers may be removed with or without cause by a vote of a Majority in Common Interest of Unit Owners. Any member of the Board of Managers appointed pursuant to Section 8(b) of Article III by the Declarant or pursuant to Section 8(c) of Article III by any 15% Unit Owner may be removed by a vote of a Majority in Common Interest of Unit Owners only for cause. If a member of the Board of Managers was appointed by the Declarant pursuant to Section 8(b) of Article III, then such member may be removed, with or without cause by the Declarant. If a member of the Board of Managers was appointed pursuant to Section 8(c) of Article III by a 15% Unit Owner, then such member may be removed with or without cause by such 15% Unit Owner. If any member of the Board of Managers appointed pursuant to Section 8(b) of Article III by the Declarant or pursuant to Section 8(c) of Article III by a 15% Unit Owner is removed whether or not for cause, then the vacancy shall be filled as provided in Section 5 of this Article II. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board of Managers caused by any reason other than as provided in Section 17 of this Article II or in Section 1 of Article III, (i) in the case of a member of the Board of Managers appointed by the Declarant pursuant to Section 8(b) of Article III, shall be filled by an individual appointed by the Declarant, (ii) in the case of a member of the Board of Managers appointed pursuant to Section 8(c) of Article III by a 15% Unit Owner, shall be filled by an individual appointed by such 15% Unit Owner and (iii) in the case of any other members of the Board of Managers, shall be filled by vote of a majority of the remaining members of the Board of Managers at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners or at a special meeting of the Unit Owners called for the purpose of electing a new Board of Managers in accordance with Section 3 of Article III.

Section 6. First Meeting of Board of Managers. The first meeting of the Board of Managers shall be held immediately following the first meeting of the Unit Owners, and no notice shall be necessary to the newly elected members of the Board of Managers legally to constitute such meeting, provided that a majority of the members of the Board of Managers shall be present at such first meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers but at least four (4) such meetings shall be held during each fiscal year of the Condominium. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers by personal delivery, mail, facsimile transmission, overnight courier with receipt or telegram at least five (5) business days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Managers may be called by the President by giving at least five (5) business days' prior notice to each member of the Board of Managers by personal delivery, mail, facsimile transmission, overnight courier with receipt or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) member of the Board of Managers or Unit Owners owning Units having aggregate Common Interests of at least twenty (20%) percent of the Common Interests of all Units.

Section 9. Waiver of Notice. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board of Managers shall constitute a waiver of notice by him or her of the time and place thereof. If all members of the Board of Managers are present at any meeting of the Board of Managers, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Managers. At all meetings of the Board of Managers a majority of the members thereof shall constitute a quorum for the transaction of business.

Section 11. Decision of the Board of Managers. The votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. Any one or more members of the Board of Managers or any committee thereof may participate in a meeting of the Board of Managers or committee by means of

a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Any action required or permitted to be taken by the Board of Managers or any committee thereof, as the case may be, may be taken without a meeting if all members of the Board of Managers or the committee, as the case may be, consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board of Managers or the committee, as the case may be.

Section 12. Adjournment of Meeting. If at any meeting of the Board of Managers the members present shall be less than a quorum, a majority of those present may adjourn the meeting from time to time. At the next meeting at which a quorum is present following such adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Managers may obtain fidelity bonds concerning any or all officers and employees of the Condominium and its managing agent, if any, handling or responsible for funds, and the premium on such bonds shall constitute a Common Expense.

Section 14. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such member.

Section 15. Liability of Board of Managers and Officers.

(a) No individual serving as a member of the Board of Managers or as an officer of the Condominium shall have any personal liability with respect to (i) any contract, act or omission of the Board of Managers or any managing agent, manager, or officer in connection with the affairs or operations of the Condominium, or (ii) any mistake of judgment, negligence or otherwise, except that the foregoing provisions of this Section 15 shall not excuse any individual from personal liability to the Unit Owners for his or her own individual willful misconduct or bad faith. The foregoing limitation of liability shall not reduce or affect any liability of any Unit Owner under the Declaration and these By-Laws or otherwise.

(b) Every contract made by the Board of Managers or by any managing agent, manager or officer thereof shall state that it is made by the Board of Managers, such managing agent, manager, or officer as agent for all Unit Owners, that the Board of Managers or such managing agent, manager or officer shall have no personal liability thereon in their capacities as such

and shall also provide that the liability of any Unit Owner with respect to any contract with respect to the Condominium shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner's Unit bears to the aggregate Common Interests of all Units and shall be further limited to such Unit Owner's interest in its Unit so that such Unit Owner shall have no personal liability for such contract. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract may also provide that the contracting Party has recourse against the assets of the Condominium.

(c) The Unit Owners, including those who are members of the Board of Managers or officers of the Condominium, to the extent provided below, shall indemnify and hold harmless each of the individuals serving as members of the Board of Managers or as officers of the Condominium against all claims, liabilities, costs and expenses (including liability for reasonable attorneys' fees and expenses and any contractual liability to others arising out of contracts made by the Board of Managers or officers on behalf of the Condominium) arising out of or relating to the performance of his or her duties as a member of the Board of Managers or officer except for those arising out of such member's or officer's bad faith or willful misconduct. Each Unit Owner's liability to indemnify a member of the Board of Managers or officer, as provided above, shall be limited to an amount which is in the same proportion to the total liability of all the Unit Owners to indemnify such member or officer to be indemnified hereunder as the Common Interest of each such Unit Owner's Unit bears to the Common Interests of all Units.

(d) It is understood that the Board of Managers, which may consist of principals and/or of employees of the Declarant, may contract or effect any other transaction with any member of the Board of Managers, any Unit Owner, officer or the Declarant or any of its affiliates, without incurring any liability for self-dealing, provided that the terms of such contract or other transaction, including the compensation paid in respect thereof, shall be on no less favorable terms than competitive terms at the time of entering into such contract, and the Board of Managers shall have evidence or documentation that such terms satisfy the preceding requirement.

Section 16. Intentionally Omitted.

Section 17. Control by Declarant. (a) The Declarant: (i) shall not be entitled to elect a majority of the members of the Board from and after the earlier of the following dates: (1) the third (3rd) anniversary of the Closing Date, and (2) the first date on which the Declarant owns Units having aggregate Common Interests of less than fifty (50%) percent of the Common Interests of all Units; and (ii) may neither exercise a veto

over nor direct any member of the Board of Managers appointed or otherwise chosen by the Declarant to vote against expenditures which: (1) conform to the budget set forth in Schedule B of the Plan and are for the period covered by said budget; or (2) are required to comply with Applicable Law, including to cure any notices of violations; or (3) are necessary to remedy any work order by an insurer which is the responsibility of the Board of Managers to remedy. Upon the earlier of the event(s) stated in clause (i) of this Section 17(a), all serving members of the Board of Managers elected by the Declarant shall resign, other than the one serving member the Declarant selects to serve as its appointee pursuant to the Declarant's rights under Section 8(b) of Article III. The vacancies thereby created shall be filled by vote of a majority of the remaining members of the Board of Managers (excluding the Declarant's appointee) at a special meeting of the Board of Managers held for that purpose promptly after such resignations, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners or at a special meeting of the Unit Owners called for the purpose of electing a new Board of Managers in accordance with Section 3 of Article III.

(b) Until the sooner of (i) the first date on which the Declarant owns Units having aggregate Common Interests of less than fifteen (15%) percent of the Common Interests of all Units, and (ii) the fourth (4th) anniversary of the Closing Date, neither the Board of Managers, nor any officer of the Condominium, shall, except upon the written consent of the Declarant, which consent shall not be unreasonably withheld: (1) increase the number or change the type of employees described in Schedule B to the Plan, or provide for services other than those described in said Schedule B, unless the total annual cost of said employees and of all services to be provided is not greater than the then estimated total cost of the employees and of the services described in said Schedule B times the CPI Factor; (2) establish reserves or similar funds to undertake any Alterations; or (3) change the insurance coverage on the Property from the coverage described in said Schedule B unless the change is an increase in insurance coverage and does not cause an increase in the total annual insurance premiums then due and payable by the Condominium or the Board of Managers or unless such change is required by the insurance carrier insuring the Property to satisfy coinsurance requirements. The consent of the Declarant shall not be required for any action (including the establishment of reserves or similar funds) described in clauses (1) through (3) of the preceding sentence if such action is required either by Applicable Law or by any union contract in effect with respect to the Property.

Article III

Unit Owners

Section 1. Annual Meetings. Within twenty-five (25) days after the date the Declarant delivers the first Unit Deed, the first meeting of Unit Owners shall be held. At such meeting the incumbent Board of Managers shall resign and a new Board shall be elected by the Unit Owners as provided in the By-Laws. Thereafter, annual meetings shall be held on the last Thursday of April of each succeeding year unless such day shall be a Holiday in which event the meeting shall be held on the next succeeding business day. At such meetings the Unit Owners shall elect members of the Board of Managers and shall also transact such other business of the Condominium as may properly come before the meeting.

Section 2. Place of Meeting. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by Unit Owners owning Units having aggregate Common Interests of not less than five (5%) percent of the Common Interests of all Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. If the President fails so to call such special meeting, then any Unit Owner may so call such meeting by a notice of meeting provided in accordance with the requirements of Section 4 hereof (except that such notice need not be given by the Secretary).

Section 4. Notice of Meeting. It shall be the duty of the Secretary to give a notice to each Unit Owner of record of each annual or special meeting of Unit Owners stating the purpose thereof including the general nature of any proposed amendment to the Declaration or the By-Laws, any budget changes and any proposal to remove an officer or member of the Board of Managers and the time and place where it is to be held. Such notice shall be given at least ten (10) business days prior to the day named for any such meeting of Unit Owners. Such notice shall be given by any method permitted under Section 1 of Article IX to the Unit Owner at the address of such Unit Owner at the Property or such other address as such Unit Owner shall have designated by notice in writing delivered to the Secretary at least ten (10) days prior to the giving of such notice of meeting by the Secretary. The giving of a notice in the manner

provided in this Section shall be considered notice properly served.

Section 5. Quorum of Unit Owners. The presence in person or by proxy of Unit Owners owning Units having aggregate Common Interests of more than fifty (50%) percent of the Common Interests of all Unit Owners (as modified by the provisions of Section 11 of this Article III) shall constitute a quorum at all meetings of the Unit Owners.

Section 6. Adjournment of Meetings. If any meetings of Unit Owners cannot be held because a quorum is not present, a Majority in Common Interest of Unit Owners present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting.

Section 7. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedures).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Report of committees.
- (g) Report of Managing Agent.
- (h) Election of inspectors of election.
- (i) Election of members of the Board of Managers.
- (j) Unfinished business.
- (k) New business.

The order of business of all special meetings of the Unit Owners shall conform to the foregoing to the extent practicable.

Section 8. Voting.

(a) Each Unit Owner or a person designated by such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner shall be entitled to cast one (1) vote at all meetings of the Unit Owners for each one-one hundredth of one percent (1/100%) of the Common Interest of its Unit. The

designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating. The votes appurtenant to any Unit owned in a fiduciary capacity shall be cast only by the fiduciary or by such fiduciary's proxy. When voting for members of the Board of Managers, the voting shall be by ballot and each ballot shall state, among other things, the name of the Unit Owner voting and the Common Interest of its Unit and in addition the name of the proxy if such ballot is cast by a proxy.

(b) The Declarant shall not participate in any election of the Board of Managers subsequent to the occurrence of either of the events described in Section 17(a)(i) of Article II. Notwithstanding the foregoing, so long as the Declarant owns at least one Unit located on any floor of the Building above the subcellar and below the 40th floor, the Declarant shall be entitled to appoint one (1) member of the Board of Managers. Such appointment may be delivered in writing by the Declarant at or before any meeting of Unit Owners for the purpose of electing any members of the Board of Managers.

(c) Each 15% Unit Owner shall be entitled to appoint one (1) member of the Board of Managers for each 15% of the Common Interests of such 15% Unit Owner's Units (hereinafter referred to as a "15% Interest"). Such appointments shall be made by a 15% Unit Owner delivering written notice thereof (i) at any meeting of Unit Owners for the purpose of electing any member of the Board of Managers or (ii) before any such meeting to the Secretary of the Condominium, who shall send a copy of any such notice to each of the then existing 15% Unit Owners. The total number of votes a 15% Unit Owner shall be permitted to cast in any election of members to the Board of Managers shall be reduced by 1,500 for each member of the Board of Managers appointed by such 15% Unit Owner pursuant to the foregoing provisions of this Section 8(c).

(d) The Board of Managers shall maintain a register of all 15% Unit Owners.

Section 9. Decisions of Unit Owners. The vote of a Majority in Common Interest of Unit Owners at a meeting at which a quorum is present shall constitute an action of and be binding upon all Unit Owners for all purposes except as otherwise provided in the Declaration or these By-Laws.

Section 10. Majority in Common Interest of Unit Owners. As used in these By-Laws the term "Majority in Common Interest of Unit Owners" shall mean those Unit Owners holding more than fifty (50%) percent of the total votes of all Unit Owners present in person or by proxy at any meeting of Unit Owners at

which a quorum is present as determined in accordance with the provisions of Sections 5, 8 and 11 of this Article III.

Section 11. Exclusion from Computation of Common Interests. (a) For purposes of these By-Laws, including Sections 5, 8, 9 and 10 of this Article III, the Common Interest of a Unit owned by the Board of Managers or its designee and the votes that a Unit Owner of such Unit would have under Section 8(a) of this Article shall be excluded from any computation of the Common Interests of all Unit Owners, Unit Owners present at a meeting, and the total votes of all Unit Owners.

(b) At any meeting of Unit Owners for the purpose of electing any member of the Board of Managers after the occurrence of either of the events described in Section 17(a)(i) of Article II, the Common Interests of any Units owned by the Declarant and the votes that the Declarant would otherwise be entitled to cast in such election of the Board of Managers shall be excluded for purposes of such election (and only for such purposes) from any computation of the Common Interests of all Unit Owners, Unit Owners present at such election, and the total votes of all Unit Owners.

(c) If at the time of any meeting of Unit Owners for the purpose of electing any member of the Board of Managers any 15% Unit Owner has chosen to appoint one or more members to the Board of Managers under Section 8(c) of this Article III, then for each member of the Board of Managers appointed by such 15% Unit Owner, 1,500 of the votes that such 15% Unit Owner would otherwise be entitled to cast in such election shall be excluded for purposes of such election (and only for such purposes) from any computation of the Common Interests of all Unit Owners, the Unit Owners present at such election, and the total votes of all Unit Owners.

Article IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Any single person may hold any combination of offices except that the office of President and Vice President shall be held by different persons.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at its annual meetings except upon removal as provided below.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, an officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium. He or she shall preside at all meetings of the Unit Owners and the Board of Managers. He or she shall have all of the general powers and duties which are incident to the office of President, including the power to appoint committees from amongst the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President shall be a member of the Board of Managers. The President may cause to be prepared and may execute amendments to the Declaration, the By-Laws and the Rules and Regulations on behalf of the Condominium following due and proper authorization and approval.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he or she shall have charge of such books and papers as the Board of Managers may direct; and he or she shall, in general, perform all the duties incident to the office of secretary. The Secretary may cause to be prepared and may execute amendments to the Declaration, the By-Laws and the Rules and Regulations on behalf of the Condominium following due and proper authorization and approval.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he or she shall, in general, perform all the duties incident to the office of Treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer of the Condominium or by such other person or persons as may be designated from time to time by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as an officer of the Condominium.

Section 10. Authorized Signatories. The Board of Managers may, by resolution passed in accordance with the provisions hereof, authorize any officer to execute and deliver on behalf of the Board of Managers documents or other instruments necessary or desirable to the performance of its duties and obligations hereunder. The President, Secretary and Treasurer are each authorized to execute and deliver estoppel certificates regarding the payment of Common Charges or other matters related to a Unit Owner's ownership of its Unit to a Registered Mortgagee, a purchaser of a Unit Owner's Unit, a tenant of a Unit Owner's Unit or other parties reasonably entitled to such information.

Section 11. Assistants. The Board of Managers may at any time or from time to time appoint one or more assistant secretaries and one or more assistant treasurers to hold office at the pleasure of the Board of Managers. Such assistants, if any, in order of their seniority or in any other order determined by the Board of Managers shall, in the absence or disability of the Secretary or Treasurer, as the case may be, perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be, and shall perform such other duties as the Board of Managers or the Secretary or Treasurer, as the case may be, shall prescribe.

Article V

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges.

(a) The terms "Common Expense" and "Common Expenses" shall mean any and all (i) costs and expenses paid or incurred by the Condominium in connection with its operation and maintenance of, and its performance of Work in and to the Common Elements (including accounting, legal, architectural, engineering or other professional or service fees); (ii) other items which are provided in the Declaration or these By-Laws to be Common Expenses; and (iii) such reserves as the Board of Managers may determine to be reasonably necessary for operating

costs and expenses, working capital and/or the performance of Work in and to the Common Elements.

(b) The Board of Managers shall from time to time, but at least annually, prepare a budget of all Common Expenses which all Unit Owners are obligated to pay pro rata in accordance with the respective Common Interests of their Units, including in such budget any reserves for such Common Expenses pursuant to Section 1(a) of this Article. The Board of Managers shall promptly furnish to all Unit Owners copies of each such budget that is so prepared. The Board of Managers shall promptly advise each Unit Owner, in writing, of all items of Common Expense which such Unit Owner is obligated to pay under the Declaration or these By-Laws other than on a pro rata basis in accordance with the respective Common Interests of all Units and which are assessed by the Board of Managers against such Unit Owner's Unit. Each Unit Owner shall be liable for the Common Expenses assessed against its Unit. The Board of Managers shall from time to time, but at least monthly, allocate and assess against the Units and to the Unit Owners Common Charges to meet those Common Expenses for which Unit Owners are liable pro rata in accordance with the respective Common Interests of their Units. The Board of Managers shall from time to time, but at least monthly, assess against the Units and to the Unit Owners Common Charges to meet those Common Expenses which are not allocated pro rata under the Declaration or these By-Laws. The Board of Managers shall have a lien against each Unit for unpaid Common Charges as provided in Section 339-z of the Condominium Act, subject however, to the provisions of Article XX of the Declaration.

Section 2. Insurance.

(a) Insurance Requirements for the Condominium.

(i) The Condominium shall obtain and maintain the insurance required in clauses (1), (3), (4) and (5) of this Section 2(a)(i) regardless of whether the same is obtainable at reasonable rates, and to the extent obtainable at reasonable rates and determined by the Board of Managers to be desirable, the other insurance set forth below, and the premiums for all such insurance shall be a Common Expense, except as otherwise provided herein: (1) fire insurance with all risk coverage, vandalism and malicious mischief endorsements, insuring the Common Elements and the walls separating the Units from the Common Elements and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to 100% of the full replacement value of the portions of the Property required to be insured against loss or damage pursuant to this clause (1) (exclusive of foundations and footings), without deduction for depreciation, and each of such policies of

insurance shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; (2) business interruption insurance, including loss of rents in an amount equal to Common Charges for at least twelve months; (3) worker's compensation insurance, New York State disability benefits insurance and employer's liability coverage covering any employees of the Condominium; (4) boiler and machinery insurance on equipment constituting part of the Building Systems; (5) commercial general liability coverage written on the Insurance Services Office form - 1986 or later (containing the so-called "occurrence clause"), or equivalent liability coverage, with respect to ownership, operation, maintenance, use and control against liability for injury or damage to persons or property in or upon the Property, including the sidewalks; (6) water damage insurance; (7) combination crime insurance, including blanket employee dishonesty, forgery or alteration, covering the Board of Managers, officers of the Condominium, any employees of the Board of Managers and the Condominium and also covering the managing agent, if any; (8) directors' and officers' liability insurance for members of the Board of Managers and officers of the Condominium; and (9) other insurance, including any other fire insurance covering any parts of the Property not covered in clause (1) above. To the extent not specified above, all such insurance shall be in such amounts as the Board of Managers shall from time to time determine to be reasonable. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers and all policies of property insurance shall provide that the proceeds thereof, if one million (\$1,000,000) dollars times the CPI Factor or less, shall be paid to the Board of Managers, and if in excess of one million (\$1,000,000) dollars times the CPI Factor shall be paid to the Insurance Trustee. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense.

(ii) All policies of property insurance shall contain, if obtainable at reasonable rates, an "Agreed Amount" endorsement. Duplicate originals of all policies of property insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Registered Mortgagees at least thirty (30) days prior to expiration of the then current policies. Prior to obtaining any policy of property insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a property insurance company or otherwise of the full replacement value of the portions of the Property required to be insured against loss or damage pursuant to clause (1) of Section 2(a)(i) (exclusive of foundations and footings), without deduction for depreciation,

for the purpose of determining the amount of property insurance to be obtained pursuant to this Section.

(iii) The liability insurance coverage required to be obtained by the Condominium as set forth above shall cover, to the extent possible, liability claims arising out of the Property, in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the officers, the managing agent, if any, and each Unit Owner. The Board of Managers shall review such limits at least once each year. Proof of payment of premiums for such liability insurance shall be delivered to any Unit Owner within ten (10) days after request therefor.

(iv) In connection with Work performed by the Board of Managers, if not already covered by insurance policies then maintained by the Condominium, the Condominium shall also obtain and maintain installation floater coverage in an amount equal to the cost of the contract for any Work performed by the Board of Managers on the Property or cause its contractors to maintain equivalent insurance, naming the Board of Managers, all Unit Owners and the Registered Mortgagees as their interests may appear, except that such insurance shall not be required if the estimated cost of such Work is less than One Hundred Thousand (\$100,000) Dollars times the CPI Factor.

(v) Any insurance maintained by the Condominium may provide for such deductible amounts as the Board of Managers determines from time to time.

(b) Insurance Requirements for Unit Owners At All Times.

(i) No Unit Owner shall (1) do or permit any act or thing to be done in or to its Unit which will invalidate or be in conflict with any public liability, property or other policy of insurance at any time carried by the Condominium with respect to the Property, (2) keep anything in its Unit which is prohibited by the Fire Department, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction or (3) permit a Unit to be used in any manner which will increase the insurance rate for the Property over that in effect as of the date of the Declaration, unless such Unit Owner pays the additional cost thereof as provided below.

(ii) Any costs, expenses, fines, penalties or damages which shall be imposed upon the Board of Managers by reason of a default by a Unit Owner in performing its obligations under this Section 2 or by reason of any increase in the premium charged for insurance carried by the Condominium resulting from a change in the insurance rate for the Property attributable to a use of a Unit Owner's Unit, other than for

office or retail use or for any other use of such Unit on the date of the Declaration, shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner thereof. For all purposes hereunder, a schedule or "makeup" of rate for the Property issued by the New York Fire Insurance Exchange or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

(iii) Each Unit Owner (but excluding the Declarant named herein) shall, at its sole cost and expense, maintain or cause to be maintained at all times commercial general liability coverage written on the Insurance Services Office form - 1986 or later (containing the so-called "occurrence clause"), or equivalent liability coverage, with respect to ownership, operation, maintenance, use and control against liability for injury or damage to persons or property in or upon the Property, including the sidewalks, and shall be in the minimum amount of Two Million (\$2,000,000) Dollars in the aggregate and One Million (\$1,000,000) Dollars per occurrence and an umbrella liability policy in the minimum amount of Four Million (\$4,000,000) Dollars. The Unit Owner's insurance shall be primary and any other insurance available to the Board of Managers, other Unit Owners, the Declarant or any other named insured shall be excess.

(c) Insurance Requirements Applicable to Unit Owners When Performing Work.

A Unit Owner (but excluding the Declarant named herein) shall, at its sole cost and expense, maintain or cause to be maintained by its contractor or otherwise the following insurance during its performance of any Work, other than Work exclusively within its Unit not affecting any of the Common Elements or Easement Zones:

(i) Worker's Compensation and Disability Benefits Insurance as required by the laws of the State of New York and Employer's Liability Insurance;

(ii) Products/Completed Operations Coverage to the extent such insurance coverage is not included in the Unit Owner's policy required to be maintained under paragraph (b)(iii) of this Section 2; and

(iii) Installation floater coverage in an amount equal to the cost of the contract for any Work performed in the Easement Zones or the Common Elements, naming such Unit Owner, the Board of Managers and the Declarant as their interests may appear, except that such insurance shall not be required if the estimated cost of the Work in the Easement Zones and the Common

Elements is less than One Hundred Thousand (\$100,000) Dollars times the CPI Factor.

(d) General Insurance Matters.

The policies of insurance required to be maintained under this Section 2 shall meet the following criteria:

(i) The policies of insurance shall be from a company rated in the A.M. Best Key Rating Guide with ratings of at least A- and of at least VI and such company shall be licensed to do business in the State of New York.

(ii) The policies shall contain a provision that before any change or cancellation of a policy, at least thirty (30) days' advance written notice, either by regular mail or by certified mail, return receipt requested, shall be given (1) in the case of insurance under Section 2(a), to all Unit Owners and Registered Mortgagees, and (2) in the case of insurance under Section 2(b), to the Board of Managers, and (3) in the case of insurance under Section 2(c), to the Board of Managers and any loss payee of such insurance.

(iii) All policies for property insurance maintained by the Condominium under Section 2(a)(i) shall contain waivers of subrogation.

(iv) All policies shall acknowledge that all Unit Owners are deemed additional insureds for any liability insurance and loss payees for property insurance although not individually named and that the Board of Managers is authorized to sign all checks for payment of proceeds or other instruments required in connection with the processing, payment and settlement of claims on such Unit Owners' behalf (other than the Unit Owner owning the policy under which such proceeds are paid).

(v) Each liability policy shall be endorsed with a severability of interest endorsement, if not otherwise included, stating that if a claim is brought by one insured against another insured under such policy, or by an employee of one insured against another insured under such policy, each insured shall be considered a separate insured for purposes of the insurance and shall meet the following additional criteria:

(1) The policies shall be written with a contractual liability endorsement, if not otherwise included, providing coverage for bodily injury or property damage assumed under any type of written contract, except any contract under

which the insured assumes liability for the sole negligence of an indemnitee; and

(2) The policies shall be written to specifically include coverage for legal liability for damage of any part of the Property by fire.

(vi) Any policies required to be furnished pursuant to paragraphs (b) and (c) of this Section 2 may be maintained by the Unit Owner under a blanket policy or policies; provided, however, that the minimum amount of the total insurance afforded by such blanket policy which shall be allocable to the Unit Owner's Units and the Work to be performed and any sublimits of such policy allocable to the Unit shall be in amounts which shall not be less than the amounts of the insurance required hereunder and the protection afforded under such policy shall be not less than which would have been afforded under a separate policy or policies, and the certificate evidencing such insurance shall contain provisions confirming the foregoing. Certificate(s) evidencing the existence of any policy required to be maintained by a Unit Owner under paragraph (b) of this Section 2 shall be delivered to the Board of Managers with evidence of the payment of the premiums therefor within ten (10) days of such Unit Owner's acceptance of the Unit Deed for its Unit or, if under paragraph (c) of this Section 2, not less than fifteen (15) days prior to the commencement of the Work. Within ten (10) days of the expiration or termination date of any policy, the Unit Owner shall deliver a renewal or replacement policy, or certificate(s) evidencing the existence thereof, to the Board of Managers together with proof of the payment of the premium therefor.

(vii) All of the conditions contained in paragraph (d) (ii) of this Section 2 are required only to the extent obtainable at reasonable rates from any insurance company meeting the requirements set forth in subparagraph (d) (i) of this Section 2. The requirements set forth in paragraphs (b) (iii), (c) and (d) of this Section 2 shall be referred to herein as the "Insurance Conditions".

(viii) The Board of Managers may amend or waive any of the Insurance Conditions from time to time and/or adopt different or additional requirements in lieu of the Insurance Conditions set forth herein; provided however, the Board of Managers shall have no authority to require the Declarant named herein to comply with same.

(ix) Without limiting the remedies of the Board of Managers for a Unit Owner's default, in the event that any Unit Owner fails to provide evidence of insurance required to be provided by such Unit Owner hereunder and does not cure such default within three (3) business days after request therefor by

the Board of Managers, the Board of Managers shall be authorized (but not required) to procure such coverage in the amounts stated with all costs thereof to be assessed against such Unit Owner's Unit as a Common Expense and payable by such Unit Owner.

(x) Neither the issuance of any insurance policy hereunder, nor the minimum limits specified herein with respect to a Unit Owner's insurance coverage, shall be deemed to limit or restrict in any way any Unit Owner's liability in connection with or arising out of its Work and the indemnification obligations set forth in the Declaration and the By-Laws.

(xi) Each Unit Owner may carry for its own benefit insurance which is in addition or supplemental to that required herein, provided that the insurance coverage for the Condominium, other Unit Owners and the Declarant pursuant to this Section 2 shall not be diminished or otherwise adversely affected by reason of any such supplemental or additional insurance carried by such Unit Owner.

Section 3. Repairs After Fire or Other Casualty. In the event of damage to or destruction of the Common Elements as a result of fire or other casualty, except as provided to the contrary in the next paragraph, the Board of Managers shall arrange for Repairs to be made promptly to the Common Elements and the walls separating the Units from the Common Elements and any other parts of the Property for which the Board of Managers has elected to carry insurance covering such damage or destruction pursuant to Section 2 of this Article V. The Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of the applicable insurance policies to the contractors engaged in making such Repairs in appropriate progress payments. Any cost of such Repairs in excess of such insurance proceeds shall constitute a Common Expense. In the event such insurance proceeds exceed the cost of such Repairs, such excess shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among the Unit Owners in proportion to the respective Common Interests of their Units and the portions of such insurance proceeds as so divided shall be paid to each of the Unit Owners after first paying to the mortgagees of a Unit and any other holders of liens against the Unit (including the Board of Managers) out of the share of the Unit Owner of such Unit, the amount of any unpaid liens on its Unit, in the order of their priority. Each Unit Owner shall be responsible to make all Repairs to its Unit to the extent required by Applicable Law.

If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged and, within sixty (60) days after the date of such damage or destruction, Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all Units duly

resolve not to proceed to make the Repairs described in the preceding paragraph, such Repairs shall not be made and the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all of the Unit Owners in proportion to the respective Common Interests of their Units, and the portions of such insurance proceeds as so divided shall be paid to each of the Unit Owners after first paying to the mortgagees of a Unit and any other holders of liens against the Unit (including the Board of Managers) out of the share of the Unit Owner of such Unit, the amount of any unpaid liens on its Unit, in the order of priority of such liens.

The provisions contained in this Section 3 are subject and subordinate to any provisions on reconstruction and restoration contained in any Existing Leases.

Section 4. Payment of Common Charges. A Unit Owner shall be obligated to pay the Common Charges assessed by the Board of Managers against such Unit Owner at such time or times as the Board of Managers shall determine. Unless otherwise determined by the Board of Managers, the Common Charges assessed by the Board of Managers to meet Common Expenses for a fiscal year of the Condominium shall be due and payable in equal monthly installments in advance on the first day of each month during such fiscal year.

Section 5. Collection of Common Charges. The Board of Managers shall assess Common Charges against the Unit Owners from time to time, but at least monthly, and shall take prompt action to collect any Common Charges due from any Unit Owner which remain unpaid for more than fifteen (15) days from the due date for payment thereof.

Section 6. Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of any Common Charges within fifteen (15) days of its due date (although nothing herein shall be deemed to extend the period within which such Common Charges are to be paid), such Unit Owner shall be obligated to pay (a) a late charge at the rate of \$.02 per dollar per month or any part thereof for all such overdue Common Charges, from the due date of such Common Charges until paid, and (b) all costs and expenses, including reasonable attorneys' fees and expenses paid or incurred by the Board of Managers and/or another Unit Owner, in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof, or in any other manner permitted by

law. All such late charges and costs and expenses shall be added to, and shall constitute, Common Charges payable by such Unit Owner. In addition, the Board of Managers shall have the right to levy against Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, these By-Laws or the Rules and Regulations. All such fines shall be added to and shall constitute Common Charges payable by such Unit Owner.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought to foreclose a lien on a Unit for unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of its Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. 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 (after deduction of all legal fees and expenses, 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 deficiency.

No Unit Owner shall be liable for the payment of any part of the Common Charges against its Unit accruing subsequent to a sale or other conveyance by it of such Unit, together with its Appurtenant Interest, provided that no violation of any provision of the Declaration or these By-Laws then exists with respect to such Unit. Any Unit Owner may, by conveying its Unit and its Appurtenant Interest to the Board of Managers, or its designee, corporate or otherwise, exempt itself from the liability for Common Charges accruing after such conveyance, provided that at the time of such conveyance (a) such Unit is free and clear of liens and encumbrances other than an Institutional First Purchase Money Mortgage and the statutory lien for 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. 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 it of such Unit, except as hereinafter provided. A purchaser of a Unit at a foreclosure sale pursuant to a Institutional First Purchase Money Mortgage against such Unit shall not be liable, 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, provided that the lien of such Institutional First Purchase Money Mortgage was superior to the lien for Common Charges as provided in Article XX of the Declaration. However, the Unit 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.

Section 8. Statement of Common Charges. The Board of Managers shall promptly provide any Unit Owner, so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 9. Responsibility for Costs Related to Work.
(a) Except as otherwise expressly provided elsewhere in the Declaration and these By-Laws, a Unit Owner shall be solely responsible for the cost and expense of any Work it performs. Except as provided in the next succeeding sentence or otherwise expressly provided elsewhere in these By-Laws or in the Declaration, all cost and expense arising out of or related to Work performed by the Board of Managers in and to the Common Elements shall be a Common Expense. The cost and expense of lowering the elevator call buttons in a Unit as, when and to the extent required by Applicable Law shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner thereof.

(b) If any Work is necessitated by the negligence or misuse by the Board of Managers, its contractors, agents or employees, whether structural or nonstructural, ordinary or extraordinary, then the entire cost thereof shall be a Common Expense. Nothing contained in this paragraph (b) shall be deemed to be a waiver of any claims the Board of Managers or any Unit Owner may have against any insurer or otherwise.

(c) If any Work is necessitated by the negligence or misuse by any Unit Owner, its contractors, agents, tenants or other occupants of the Unit, licensees, employees or visitors, whether structural or nonstructural, ordinary or extraordinary, then the entire cost thereof shall be borne solely by such Unit Owner or, if paid by the Board of Managers, shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner; provided however, that such Unit Owner's liability under this sentence in respect of Work by or affecting another Unit Owner necessitated by any casualty for which the Condominium is insured under a policy containing a waiver of subrogation or equivalent provision shall be reduced by the amount of any insurance proceeds received by the Condominium in connection therewith.

(d) The Board of Managers may hire experts to review the plans and specifications for any Work by any Unit Owner pursuant to the Declaration and these By-Laws which materially affects any of the Common Elements, and, except as set forth below, the reasonable cost thereof shall be assessed by the Board of Managers as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner. Any such costs

shall be a Common Expense if incurred by the Board of Managers in connection with the review of the plans and specifications for: (i) the Work performed by the first Unit Owner of a Unit (other than the Declarant) in connection with the initial build-out of such Unit; or (ii) any Work performed by the Declarant.

Section 10. Alterations by the Board of Managers.

Whenever in the judgment of the Board of Managers the Common Elements shall require any individual Alteration or any combination of related Alterations estimated by the Board of Managers to cost more than one million (\$1,000,000) dollars times the CPI Factor or shall require any Alterations estimated by the Board of Managers to cost individually or collectively in excess of one million (\$1,000,000) dollars times the CPI Factor in any one fiscal year, then in any such case, such Alterations shall not be made unless first approved by Unit Owners owning Units having aggregate Common Interests of more than seventy-five (75%) percent of the Common Interests of all the Units. Any Alterations to the Common Elements not described in the preceding sentence may be made by the Board of Managers without the approval of the Unit Owners, provided such Alterations at the time thereof are reasonably necessary to the uses of the Property by the Unit Owners and to the operation of the Property as a first class commercial building in the Borough of Manhattan, City of New York. Notwithstanding anything herein to the contrary, any Alterations to the Common Elements which are required by Applicable Law shall be made by the Board of Managers without the approval of any of the Unit Owners regardless of the cost of such Alterations. The cost and expense of any Alterations to the Common Elements made by the Board of Managers shall, except as otherwise provided in the Declaration and these By-Laws, constitute a Common Expense.

Section 11. Performance of Unit Owners' Obligations and Injunctive Relief. In the event that any Unit Owner defaults in any of its obligations under the Declaration or these By-Laws, other than the obligation to pay Common Charges, then in such event the Board of Managers may send to such Unit Owner a notice specifying the default. If within thirty (30) days after the service of such notice upon the Unit Owner, such Unit Owner fails to cure such default or, in the case of a default not reasonably susceptible to cure within such period, fails to commence to cure such default within such thirty (30) day period and thereafter prosecute such cure to completion with due diligence, then the Board of Managers may take appropriate action to remedy such default, including the performance of any Work to remedy such default, and the Board of Managers shall be entitled to seek injunctive relief against such defaulting Unit Owner. Notwithstanding the foregoing provisions of this Section 11, in the case of an emergency created by or resulting from a default by a Unit Owner described in this Section 11, notice to such Unit Owner by the Board of Managers and expiration of cure

periods shall not be required before action is permitted by the Board of Managers under this Section 11, and if any such default by a Unit Owner which does not create or result in an emergency should adversely affect or threaten to adversely affect any Unit owned by another Unit Owner or any part of the Common Elements or should constitute or result in any violation of any Applicable Law, then the cure period or period for commencement of cure granted to such Unit Owner under this Section 11 shall be five (5) days rather than thirty (30) days. All sums expended and all costs and expenses incurred by the Board of Managers in connection with the curing of any default by a Unit Owner described in this Section 11, together with interest thereon at the rate of two (2%) percent per month (but in no event in excess of the maximum rate permitted by law), shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

Section 12. Rules and Regulations. Annexed hereto as Schedule 1 and made a part hereof are the Rules and Regulations. Except as provided in the Declaration, the Board of Managers may from time to time amend such Rules and Regulations in such manner as shall be reasonably necessary for the proper operation of the Building, except that (a) a Majority in Common Interest of Unit Owners may overrule the Board of Managers with respect to any such amendment; (b) no such amendment may have a material adverse effect upon the Declarant or on any Units owned by the Declarant, unless approved by the Declarant; (c) no such amendment may have a material adverse effect upon any rights of a Unit Owner under Article XIII of the Declaration or upon any rights granted by the Declarant to a Unit Owner pursuant to Section (E) (5) of Article XI or Section (F) (3) of Article XII of the Declaration, unless approved by such affected Unit Owner; (d) no such amendment, unless approved by the UNDC Unit Owner affected, may have a material adverse effect upon rights granted to any UNDC Unit Owner pursuant to the Declaration or these By-Laws; (e) no such amendment, unless approved by the Unit Owner of the CS Unit affected, may have a material adverse effect upon rights granted to such Unit Owner under Article IX of the Declaration; and (f) no such amendment, unless approved by the 15% Unit Owner affected, may have a material adverse effect upon rights granted to such 15% Unit Owner pursuant to the Declaration or these By-Laws. Copies of such Rules and Regulations as amended shall be furnished by the Board of Managers to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

Section 13. Real Estate Taxes. (a) Except as provided below, until the Units are separately assessed for real estate tax purposes, the Condominium shall pay when due without interest or penalties all real estate taxes, any business improvement district charges and other assessments levied with respect to the Property (collectively, referred to herein as

"Real Estate Taxes") as a Common Expense, provided that such Common Expense shall be allocated to and assessed against each of the Units in amounts equal to the tax share of the Unit Owner of such Unit (referred to herein as the "**Tax Share**") determined as follows:

(i) if the Unit Owner has obtained an unofficial apportionment letter from the New York City Department of Finance apportioning the Real Estate Taxes for its Unit on a temporary basis until a final separate assessment is made (referred to herein as an "**Apportionment Letter**"), the Unit Owner's Tax Share shall be determined in accordance with such Apportionment Letter;

(ii) if the Unit Owner has not obtained an Apportionment Letter, then the Unit Owner's Tax Share shall be determined by multiplying the Real Estate Taxes due, less all portions of such Real Estate Taxes that are apportioned pursuant to Apportionment Letters, by a fraction, the numerator of which shall be the Common Interest of such Unit Owner's Unit and the denominator of which shall be the aggregate Common Interests of all Units other than those Units for which Apportionment Letters have been obtained.

Each Unit Owner shall pay to the Board of Managers, within ten (10) days of demand therefor, an amount equal to its Tax Share, and all amounts collected by the Board of Managers from Unit Owners as their Tax Shares shall be segregated from other monies of the Condominium and used solely to pay the Real Estate Taxes with reference to which such Tax Shares were determined. In lieu of the foregoing, a Unit Owner may timely deliver to the Board of Managers a certified or official bank check payable to the New York City Department of Finance in an amount equal to its Tax Share, which check the Board of Managers shall remit to the City of New York along with other payments by the Board of Managers of such Real Estate Taxes. If any Unit Owner receives a real estate tax exemption for its Unit which is reflected in the tax bill for the Property, then from and after and so long as such real estate tax exemption is in effect and reflected in the tax bill, such Unit Owner shall be entitled to an adjustment in the Tax Share allocated and assessed against its Unit and payable by it on account of its Unit, based on the amount of such real estate tax exemption, provided that such Unit Owner provides the Board of Managers with satisfactory documentation of such exemption. A Unit Owner receiving real estate tax exemption for its Unit shall have the sole right to collect and shall be solely responsible for collecting from the collecting Governmental Authority any refund or rebate of Real Estate Taxes to which it is entitled as a result of such exemption, and such Unit Owner shall not be entitled to any adjustment in the Common Charges. The Board of Managers shall cooperate with such Unit Owner in obtaining such refund or rebate.

(b) Once the Units are separately assessed and the Unit Owner of each Unit is billed directly for such Real Estate Taxes, each Unit Owner shall be required to pay such Real Estate Taxes directly to the collecting Governmental Authority.

(c) Any Unit Owner shall have the right to apply for an Apportionment Letter, tax remission, tax refund, tax exemption and/or tax abatement with respect to its Unit without the consent of the Board of Managers and/or any other Unit Owners.

Section 14. Water and Sewer. So long as water and sewer service is provided to the Property by the City of New York or another supplier, the Condominium shall furnish water and sewer service to the Units, to Service Equipment and to the Building Systems and other Common Elements in accordance with this Section 14. Each Unit Owner shall have the right to draw through the Building Systems water for lavatory, cleaning and pantry purposes ("**Base Building Water**") and for other purposes incidental to the use and occupancy of its Unit and/or the operation of its Service Equipment.

All water charges and sewer rents for water drawn through the Building Systems shall be paid by the Condominium and shall constitute a Common Expense, except as otherwise provided in this Section 14 or elsewhere in these By-Laws or the Declaration.

If any Unit Owner shall draw water through the Building Systems other than Base Building Water ("**Other Water**") then the water charges and sewer rents allocable to the Other Water, determined on the basis of the quantity of Other Water measured as provided in the next sentence and on the basis of the costs to the Condominium for such Other Water, shall be assessed against such Unit Owner's Unit as a Common Expense and shall be payable by such Unit Owner. The quantity of Other Water shall be measured by submeter, and the cost of installation and maintenance of said submeter shall be assessed against such Unit Owner's Unit as a Common Expense and shall be payable by such Unit Owner; provided, however, that the Board of Managers and the Unit Owner may agree, in lieu of employing said submeter, to have the quantity of Other Water measured and determined from time to time by estimates made by a qualified engineer selected by the Board of Managers. The fees of said engineer shall be assessed against such Unit Owner's Unit as a Common Expense and shall be payable by such Unit Owner.

If any Unit Owner shall hereafter install any Service Equipment which draws or would draw through the Building Systems Other Water in excess of the amount which, as determined by the Board of Managers, may be drawn by such Unit Owner without having a material adverse effect on water service elsewhere in

the Building, the Board of Managers may either (a) assess against such Unit Owner's Unit as a Common Expense payable by such Unit Owner the cost of any Work required, as determined by the Board of Managers, to increase the capacity of the Building Systems or otherwise to cure such adverse effect, or (b) prohibit such Unit Owner from drawing such Other Water through the Building Systems.

This Section 14 shall not be applicable to any separate water or sewer service furnished directly to any Unit Owner by the City of New York or any other supplier. No Unit Owner shall be required to obtain all or any part of its water and/or sewer service from the Condominium or through the Building Systems and any Unit Owner may, to the extent that Service Equipment therefor now exists or is hereafter installed by such Unit Owner pursuant to the Declaration, obtain all or any part thereof directly from the City of New York or any other supplier.

Section 15. Electricity. (a) So long as electricity is provided to the Property by Con Edison or another supplier, the Condominium shall furnish electricity to the Units, to Service Equipment and to the Building Systems and other Common Elements in accordance with this Section 15. Each Unit Owner shall have the right to draw electricity through the Building Systems for any purpose incidental to the use and occupancy of its Unit and/or operation of its Service Equipment; provided, however, that no Unit Owner shall draw through the Building Systems electricity in excess of the Permitted Electrical Demand Load applicable to its Unit.

(b) The term "**Permitted Electrical Demand Load**" with respect to any Unit shall mean the sum of:

(i) the product of five (5) watts per square foot, multiplied by the area of said Unit as set forth on Schedule B to the Declaration (the "**Base Permitted Electrical Demand Load**"); plus

(ii) such Unit's Allocable Share of the Building's Excess Electrical Capacity;

provided, however, that the Unit Owner of any Unit may transfer to any other Unit all or any part of its entitlement to electricity under this Section 15 and, in such a case, the term "**Permitted Electrical Demand Load**" shall mean the aforesaid sum as adjusted upward or downward, as the case may be, by such transfer. Any Unit Owner making such a transfer shall notify the Board of Managers thereof in writing, including the Unit from which the transfer is being made, the Unit to which the transfer is being made and the amount transferred. The Board of Managers shall maintain a register of all such transfers.

(c) The "**Building's Excess Electrical Capacity**" shall mean the amount, as reasonably determined from time to time by the Board of Managers, by which the total electrical service to the Building exceeds the sum of:

(i) the Base Permitted Electrical Demand Load of all Units; plus

(ii) the demand load of the Common Elements, including a reasonable reserve therefor;

provided, however, that the initial determination of the Building's Excess Electrical Capacity may be made either by the Declarant or by the Board of Managers, whichever acts first. Any second or subsequent determination of the Building's Excess Electrical Capacity pursuant to this Section 15(c) shall override all previous determinations thereof and, if the second or any subsequent determination of the Building's Excess Electrical Capacity shall be less than the preceding determination thereof, then the Board of Managers shall delay the effectiveness of such second or subsequent determination for such period as it shall elect (at least sixty (60) days and no more than one hundred twenty (120) days) in order to afford each Unit Owner an opportunity to make any reduction in its electrical demand, or other alternative arrangements, required for such Unit Owner to comply with its obligations under this Section 15.

(d) The "**Allocable Share**" of the Building's Excess Electrical Capacity shall mean:

(i) with respect to any UNDC Unit, the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the Common Interest of such UNDC Unit and the denominator of which is the Common Interest of all Units; and

(ii) with respect to any other Unit, such portion of the Building's Excess Electrical Capacity as shall be specified by the Declarant, so long as it shall own any Unit above the subcellar of the Building, or thereafter by the Board of Managers; provided, however, that in no event shall the aggregate Allocable Share of all such other Units exceed the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the aggregate Common Interest of all such other Units and the denominator of which is the Common Interest of all Units.

(e) (i) As used with respect to any Unit, the term "its bus duct" shall refer to any of the bus ducts serving such Unit as of the date hereof, and the term "other bus duct" shall refer to any of the bus ducts not serving such Unit as of the date hereof.

(ii) If and to the extent that it is not already so configured, the Condominium shall configure the bus ducts of the Building so that each Unit Owner shall be able safely to draw electricity from its bus duct in an amount equal to ninety (90%) percent of the Base Permitted Electrical Demand Load. If any Unit Owner shall desire to draw electricity in excess of that amount ("Excess Electricity") and the available capacity of its bus duct is insufficient safely to permit the same to be drawn therefrom, then such Unit Owner shall be permitted to draw the Excess Electricity from any other bus duct, provided that such Unit Owner:

(A) shall not draw any electricity in excess of the Permitted Electrical Demand Load for its Unit;

(B) shall not draw any Excess Electricity contrary to the limitation in paragraph (e) (iii) of this Section 15; and

(C) shall have completed any Work that is required in order to permit such Excess Electricity safely to be drawn from such other bus duct, and prior to performing any such Work, plans and specifications for such Work shall have been submitted to the Board of Managers together with a certificate from an electrical engineer approved or designated by the Board of Managers (it being understood that the Board of Managers may limit such approval or designation to a single electrical engineer) to the effect that (1) such Work conforms to Applicable Law and sound engineering practice, (2) after the completion of such Work, such Unit Owner will be able safely to draw such Excess Electricity from such other bus duct and (3) neither such Work, nor such drawing of Excess Electricity, will violate the limitation in paragraph (e) (iii) of this Section 15.

(iii) In no event shall any Unit Owner draw any Excess Electricity from any other bus duct if the effect thereof would be to reduce below the Base Permitted Electrical Demand Load the amount of electricity which the Unit Owner of any Unit served by such other bus duct on the date hereof may, without

being required to perform any Work pursuant to Section 15(e)(ii), draw therefrom.

(iv) The Board of Managers shall not draw any electricity from any bus duct if the effect thereof would be to reduce below the Base Permitted Electrical Demand Load the amount of electricity which the Unit Owner of any Unit served by such bus duct on the date hereof may, without being required to perform Work pursuant to Section 15(e)(ii), draw therefrom.

(f) The charges of the utility company with respect to any utility meter measuring only electricity drawn by a single Unit Owner for its Unit(s) or for its Service Equipment (hereinafter referred to as a "**Dedicated Electric Meter**") shall be assessed as a Common Expense against such Unit(s) and shall be payable by such Unit Owner; provided, however, that such Unit Owner shall have the right to arrange for such charges to be billed directly by the utility company to such Unit Owner (and not to the Condominium), and after doing so, such Unit Owner shall be directly responsible to the utility company for such charges. Any Unit Owner shall have the right to install and maintain one or more Dedicated Electric Meters for any of its Units or Service Equipment. Any Unit Owner or Unit Owners, acting together, obtaining any electricity through any Dedicated Electric Meter or Dedicated Electric Meters shall have the right to obtain the same from PASNY.

(g) (i) The charges of the utility company with respect to any electricity drawn at the Property through a utility meter other than a Dedicated Electric Meter (hereinafter referred to as a "**Non-Exclusive Electric Meter**") shall be a Common Expense; provided however, that the portion of such charges applicable to any electricity drawn by any Unit Owner for its Unit(s) or for its Service Equipment (hereinafter referred to as a "**Unit Owner Electric Charge**"), calculated as provided below, shall be assessed as a Common Expense against such Unit(s) and shall be payable by such Unit Owner.

(ii) The Unit Owner Electric Charge applicable to any Unit Owner for a billing period shall be equal to the product of (A) the amount of electricity (in kilowatt hours without distinction between demand or consumption (hereinafter referred to as "**KWH**")) drawn by such Unit Owner for its Unit(s) or Service Equipment through any Non-Exclusive Electric Meters during such billing period, multiplied by (B) the Average Cost per KWH for such billing period. The term "**Average Cost per KWH**" shall mean with respect to a billing period (1) the total charges of the utility company (including demand charges, consumption charges, fuel adjustment and all other charges) for electricity measured by all Non-Exclusive Electric Meters for such billing period divided by (2) the total amount of the

electricity (in KWH) drawn through all Non-Exclusive Electric Meters during such billing period.

(iii) The amount of electricity (in KWH) drawn by any Unit Owner for its Unit(s) or for its Service Equipment through any Non-Exclusive Electric Meter shall be determined from time to time by estimates made by a qualified engineer or consultant selected by the Board of Managers from time to time, provided however that: if and to the extent that any such electricity is measured by a sub-meter now or hereafter installed measuring only electricity (in KWH) drawn by such Unit Owner for its Unit or its Service Equipment, then the amount so measured shall be employed in lieu of an estimate, and the amount of any such electricity not measured by such a submeter shall be determined by the estimates of such qualified engineer or consultant. The fees of such qualified engineer or consultant for making an estimate pursuant to the preceding sentence of the amount of electricity drawn by a Unit Owner shall be assessed as a Common Expense against the Unit to which such estimate relates and shall be payable by the Unit Owner of such Unit. The Condominium shall, if any Unit Owner requests, install one or more sub-meters measuring only electricity (in KWH) drawn by such Unit Owner for its Unit(s) and its Service Equipment. Without such request, the Condominium may install one or more sub-meters measuring only electricity (in KWH) drawn by a Unit Owner for its Unit(s) and its Service Equipment.

(iv) The cost of installation and maintenance of any sub-meter shall be assessed against the Unit(s) to which such sub-meter relates as a Common Expense and shall be payable by the Unit Owner of such Unit(s); provided, however, that the cost of installation of any sub-meter pursuant to the last sentence of paragraph (g) (iii) of this Section 15 shall be a Common Expense.

(h) No Unit Owner shall be required to obtain all or any part of its electricity from the Condominium or through the Building Systems. Any Unit Owner may, to the extent that Service Equipment therefor now exists or is hereafter installed by such Unit Owner pursuant to the Declaration, obtain all or any part of its electricity directly from any utility or other supplier (including PASNY) and not through the Building Systems. If any Unit Owner or Unit Owners, acting together, shall obtain any of its or their electricity directly from any utility or other supplier (including PASNY), such Unit Owner(s) shall arrange to be billed directly for any and all charges for such electricity, and such Unit Owner(s) (and not the Condominium) shall be responsible for timely payment of such charges. The provisions of the foregoing paragraphs of this Section 15 shall not apply to any such electricity obtained directly by a Unit Owner or to any charges therefor.

Section 16. HVAC. (a) The Condominium shall furnish HVAC service ("**Base Building HVAC Service**") to the Units and the Common Elements between the hours of 8:00 am and 6:00 pm on weekdays, excluding Holidays, and at such additional times as the Board of Managers shall from time to time elect, which service shall conform to the specifications therefor set forth on Schedule 2 annexed hereto and made a part hereof.

(b) The Condominium shall furnish Base Building HVAC Service to any Unit at such other times as the Unit Owner thereof shall request ("**Overtime Base Building HVAC Service**"); provided, however, that:

(i) the costs thereof (or, if Overtime Base Building HVAC Service shall simultaneously be furnished to two or more Unit Owners requesting the same, a portion thereof based on the respective square footages of such Units as set forth in Schedule B of the Declaration) shall be assessed against such Unit Owner's Unit as a Common Expense and shall be payable by such Unit Owner; and

(ii) the Board of Managers may establish reasonable minimum advance notice requirements for any such request or the withdrawal of any such request as well as minimum hours for any such request.

(c) (i) The term "**Excess Building Chilled or Condenser Water**" shall refer to so much of the chilled or condenser water which can reasonably be produced by the Building Systems (including any upgrades thereof or additions thereto made by the Declarant or the Board of Managers) as exceeds that required for Base Building HVAC Service and is thus available to be furnished to the Units and/or Service Equipment as supplemental chilled or condenser water.

(ii) If the Board of Managers or the Declarant shall have installed a supplemental chilled or condenser water riser serving no less than all of the floors of the Building above the first floor and below the 40th floor (a "**Supplemental Water Riser**") then the Condominium shall at all times furnish supplemental chilled or condenser water to the Units and/or any Service Equipment on such floors; provided, however, that:

(A) the Board of Managers shall not be required to install any pipes beyond any Supplemental Water Riser; and

(B) no Unit Owner shall draw any supplemental chilled or condenser water in excess of the Permitted Supplemental Water Load applicable to its Unit.

Unless furnished pursuant to the preceding sentence, no Excess Building Chilled or Condenser Water shall be furnished to any Unit Owner.

(d) The term "Permitted Supplemental Water Load" with respect to any Unit and any Supplemental Water Riser shall mean the capacity of such Supplemental Water Riser or the Excess Building Chilled or Condenser Water, whichever is less, multiplied by a fraction the numerator of which is the Common Interest of such Unit and the denominator of which is the Common Interest of all Units; provided, however, that any Unit Owner of any such Unit may transfer to any other such Unit all or any part of its entitlement to supplemental chilled or condenser water and, in such a case, the term "Permitted Supplemental Water Load" shall mean the aforesaid portion as adjusted upward or downward, as the case may be, by such transfer. Any Unit Owner making such a transfer shall notify the Board of Managers thereof in writing, including the Unit from which the transfer is being made, the Unit to which the transfer is being made and the amount transferred. The Board of Managers shall maintain a register of all such transfers.

(e) All costs and expenses of providing service from the Building Systems under this Section 16 shall be a Common Expense, except as otherwise provided above with respect to Overtime Base Building HVAC Service.

(f) The foregoing provisions of this Section 16 shall not be applicable to any separate HVAC service and/or supplemental chilled or condenser water obtained by a Unit Owner other than from the Building Systems. No Unit Owner shall be required to obtain all or any part of its HVAC service and/or supplemental chilled or condenser water from the Condominium or through the Building Systems and any Unit Owner may, to the extent that Service Equipment therefor now exists or is hereafter installed by such Unit Owner pursuant to the Declaration, obtain all or any part thereof other than from the Building Systems.

Section 17. Security. The Condominium shall provide at all times, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, an appropriate number of security guards, as determined by the Board of Managers from time to time, to regulate entry to the Building. From 6:00 p.m. until 7:00 a.m. the following day, Monday through Friday, and on weekends and Holidays, or during such other times and on such other days as the Board of Managers may from time to time determine, provided that such other times are no earlier than 5:00 p.m. and no later than 9:00 a.m., Monday through Friday other than Holidays, and that such other days are not Monday

through Friday other than Holidays, the Condominium shall permit entry into the Building only upon presentation of proper identification or upon written authorization provided by a Unit Owner. The cost of furnishing security as described in this Section 17 shall be a Common Expense. Any 15% Unit Owner shall be permitted by the Board of Managers, at such Unit Owner's sole cost and expense, to station one security guard at the main reception desk on the first floor of the Building and to install and maintain telephone Service Equipment at the main reception desk for use by said security guard.

Section 18. Building Mechanical Staff. The Condominium shall provide the appropriate building mechanical staff for the Building at all times. The cost of furnishing this staff shall be a Common Expense. Subject to other provisions of these By-Laws and the rights of tenants under Existing Leases, the building staff may be changed by the Board of Managers at any time.

Section 19. Elevator Service. (a) Except for breakdowns or to permit Repairs or Alterations to elevators and subject to the provisions of Article XIII of the Declaration, the Condominium shall furnish the following passenger elevator service to the Units:

(i) service by all passenger elevators of each elevator bank during the hours of 8:00 a.m. to 6:00 p.m. on a daily basis except on weekends and Holidays and at such additional times as the Board of Manager shall from time to time elect; and

(ii) service at all other times by at least one or by more than one passenger elevator of each elevator bank (as the Board of Managers shall elect from time to time).

The cost of the foregoing service shall be a Common Expense. If any Unit Owner shall request passenger elevator service in excess of the above, then, except for breakdowns or to permit Repairs or Alterations to elevators, the Condominium shall furnish the same and the costs thereof shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

(b) Except for breakdowns or to permit Repairs or Alterations to elevators, the Condominium shall furnish freight elevator service to the Units on a daily basis except on weekends and Holidays during the hours of 7:00 a.m. to 5:00 p.m., during the hours of 5:00 p.m. to 6:00 p.m. solely for use by messengers to the Units, and during the hours of 6:00 p.m. to 12:30 a.m. solely for the cleaning of the Units and the removal of trash from the Units, and at such additional times as the Board of Managers shall from time to time elect. The cost of

the foregoing service shall be a Common Expense. If any Unit Owner shall request freight elevator service in excess of the above, then, except for breakdowns or to permit Repairs or Alterations to elevators, the Condominium shall furnish the same, subject to the requirements contained in the Rules and Regulations, and the costs thereof shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

Section 20. Loading Docks. Except to permit Repairs and Alterations, the Condominium shall maintain loading dock service to the Units: (a) on a daily basis except weekends and Holidays, during the hours of (i) 7:00 a.m. to 5:00 p.m. and (ii) 11:00 p.m. to 4:00 a.m. solely for the removal of trash from the Units; and (b) at such additional times as the Board of Managers shall from time to time elect. The cost of the foregoing loading dock service shall be a Common Expense. Should a Unit Owner require the use of loading docks at any time other than as provided for above, the Condominium shall provide such service to the Unit Owner, subject to the requirements contained in the Rules and Regulations, and provided that all cost and expense of such additional service shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

Section 21. Cleaning Services. The Condominium shall provide routine cleaning and waste removal services to the Common Elements only, such services to be furnished after 6:00 p.m. on each weekday which is not a Holiday and at such additional times as the Board of Managers shall from time to time elect. Such cleaning service shall be a Common Expense. The Condominium shall also maintain and keep clean the sidewalks in front of the Building, including the sidewalks adjacent to the Lobby Units, and shall maintain the entrances of the Building in first-class condition and in conformity with law, and shall arrange for removal of snow and ice as quickly as possible, and the cost of such maintenance and removal shall be a Common Expense.

Section 22. Window Cleaning. The Condominium shall provide window cleaning for the exterior side of all exterior windows of the Building (other than the Storefront Windows) not less than two (2) times per year, subject to seasonal weather constraints, and at such additional times as the Board of Managers shall from time to time elect. The cost of furnishing the window cleaning services shall constitute a Common Expense. Should a Unit Owner reasonably request the aforesaid services more frequently than as described above, the Condominium shall provide such more frequent service to the Unit Owner's Unit, provided that the cost of furnishing such additional service shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner thereof. Each Unit Owner

shall be responsible for cleaning the interior side of exterior windows in its Unit. Each Unit Owner of a Lobby Unit shall be responsible for cleaning its Storefront Windows no less than once each calendar month; provided however, that if any Existing Lease demising such Lobby Unit provides a lesser standard for cleaning the Storefront Windows, the Unit Owner of such Lobby Unit shall only be required to comply with such lesser standard during the term of the Existing Lease, unless the Unit Owner is the tenant under such Existing Lease.

Section 23. Interruption in Services. The Board of Managers shall have the right to interrupt or reduce all utility service and other services at the Property, including security and other staff, for the purposes of dealing with accidents, strikes, the performance of Work and the like. The Board of Managers shall not be liable in damages or otherwise to any Unit Owner for any such interruption or reduction or for any failure to furnish or interruption of the services of water, electricity or sewer caused by the public utility or Governmental Authority supplying same, nor shall any such failure entitle any Unit Owner to any abatement or diminution of Common Charges. However, the Board of Managers shall use reasonable efforts to give all affected Unit Owners reasonable prior notice of any such interruption, reduction or failure, except in the event of an emergency, and shall make all reasonable efforts to minimize the extent of any such interruption, reduction or failure.

Section 24. Use of Roofs. If any Party at any time installs on any Roof any communications Service Equipment or any other Service Equipment or any Building Systems Equipment as permitted under the Declaration and these By-Laws, such Party shall, at its sole cost and expense, install and operate or cause to be installed and operated such Service Equipment, including communications Service Equipment, and Building Systems Equipment at a location and in a manner such that such Service Equipment, including communications Service Equipment, and Building Systems Equipment shall not, when installed, and will not, when operated, unreasonably interfere with or disrupt the operation or maintenance of any communications Service Equipment previously installed on any Roof as permitted under the Declaration and these By-Laws, unless the Unit Owner which uses or is responsible for such previously installed communications Service Equipment consents in writing to such interference and/or disruption. Whenever any Party installs on any Roof any communications Service Equipment, other Service Equipment or any Building Systems Equipment, such Party shall install and operate same in a manner that does not and will not in the future unreasonably interfere with the installation or use by any other Party of communications Service Equipment on any Roof that such other Party is permitted to install and use on such Roof, unless (a) such other Party consents in writing to waive or restrict its rights, or (b) provision is made by the Party installing

such communications Service Equipment, other Service Equipment or any Building Systems Equipment that reasonably permits such other Party to install and use on such Roof communications Service Equipment in an alternate manner that is reasonably comparable in cost and function with the communications Service Equipment such other Party would have otherwise been permitted to install and use on such Roof; provided however, that the installation costs need not be reasonably comparable if the Party installing such communications Service Equipment, other Service Equipment or Building Systems Equipment pays such other Party's additional installation costs, and provided further that if such Party fails to pay the foregoing costs, then such Party shall be required to remove its communications Service Equipment, other Service Equipment or Building Systems Equipment.

Section 25. Life Safety System. The Condominium shall maintain and provide appropriate building staff for the portions of the life safety system of the Building which constitute Common Elements, the cost of which shall constitute a Common Expense. Except as otherwise provided in this Article V, any reprogramming and/or hook-up costs for the life safety system of the Building incurred in connection with any Work performed by a Unit Owner shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner. No Unit Owner shall use points in the life safety system of the Building (a) in excess of the share of points of such Unit Owner's Unit as set forth on Schedule 3-A to these By-Laws before such time as the life safety system of the Building on the date hereof is upgraded by either the Board of Managers or the Declarant, and (b) after such upgrade is completed, in excess of the share of points of such Unit Owner's Unit as set forth on Schedule 3-B to these By-Laws, provided that points in the life safety system of the Building in excess of the share thereof referred to above in this sentence may be used by a Party if such Party installs the required points as permitted pursuant to the Declaration and assumes all additional cost for the availability of such additional points in the life safety system of the Building. Notwithstanding the foregoing, any Unit Owner (i) which owns more than one (1) Unit, may allocate its share of points in the life safety system of the Building between or among its Units as it determines, and (ii) shall be permitted to transfer its share of points in the life safety system of the Building to another Unit Owner on such terms as may be mutually agreed upon between such Unit Owners in accordance with the terms of the Declaration and these By-Laws. Any Unit Owner making such a transfer shall notify the Board of Managers thereof in writing, including the Unit from which the transfer is being made, the Unit to which the transfer is being made and the points transferred. The Board of Managers shall maintain a register of all such transfers. In addition, the Board of Managers shall have the right to reasonably reserve

points in the life safety system of the Building for the Common Elements and future use of Unit Owners.

Section 26. Utilities Serving the Common Elements. The costs and expenses of steam, gas or any other utility, not including electricity and water and sewer service (which are provided for in Sections 14 and 15 of this Article V), serving or benefiting the Common Elements shall be a Common Expense; provided, however that if the utility bill for any such utility includes any amounts attributable to any Unit, then the portion thereof attributable to such Unit shall be determined by the Board of Managers as provided in this Section 26 and shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner of such Unit. Such portion of any such utility bill attributable to a Unit shall be determined by the Board of Managers, based on the results of one or more usage surveys conducted by qualified engineer(s) or consultant(s) chosen by the Board of Managers, provided however, that if and to the extent that any such usage is measured by a sub-meter now or hereafter installed measuring only such usage, then the amount so measured shall be employed in lieu of the results of any such survey. The fees of such qualified engineer(s) or consultant(s) for any such usage survey conducted pursuant to the preceding sentence shall be assessed as a Common Expense against the Unit to which such usage survey relates and shall be payable by the Unit Owner of such Unit. The Condominium shall, if any Unit Owner requests, install one or more sub-meters to measure any such usage by such Unit Owner. Without such request, the Condominium may install one or more sub-meters to measure any such usage by such Unit Owner. The cost of installation and maintenance of any such sub-meter shall be assessed against the Unit(s) to which such sub-meter relates as a Common Expense and shall be payable by the Unit Owner of such Unit(s); provided, however, that the cost of installation of any sub-meter pursuant to the preceding sentence shall be a Common Expense.

Section 27. Tax Benefits. The Declarant, without the consent of the Board of Managers and/or Unit Owners, shall have the right to apply for tax exemption and/or tax abatement with respect to the Property and/or with respect to any of the Units, except with respect to the UNDC Units for which the consent of the UNDC Unit Owners shall be required. The signatures of the Unit Owners and/or the Board of Managers shall not be required in connection with any such application or other document necessary or convenient to the exercise by the Declarant of any of its rights or powers under this Section, including any application or document required by the Industrial and Commercial Incentive Board, the Industrial Development Authority, Department of Buildings, and/or the Real Property Assessment Bureau of the City of New York. Nonetheless the Unit Owners and the Board of Managers shall execute any such

applications or other documents and they hereby grant to the Declarant an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to execute, deliver and/or file any such applications or other documents on behalf of the Board of Managers and Unit Owners and any such execution, delivery and/or filing shall not require the consent of the Board of Managers or the Unit Owners.

Section 28. Sales Tax Exemptions. The Board of Managers will adopt and follow such procedures as may be available, without additional cost to the Condominium, to enable any Unit Owner eligible for exemption from New York State and New York City sales and use taxes to enjoy such exemption with respect to such Unit Owner's share of Common Expenses. Any benefits obtained by the Condominium as a result thereof shall be passed through to and belong exclusively to the Unit Owners entitled to any such exemptions in the same proportion that the Common Interest of the Unit of the Unit Owner entitled to such exemption bears to the aggregate Common Interests of all Units of Unit Owners entitled to such exemption.

Section 29. Compliance with Applicable Law. (a) The Condominium shall comply with any Applicable Law which imposes any duty on the Condominium, the Board of Managers or any Unit Owner to the extent that such Applicable Law requires compliance in, to or upon any Common Element or Easement Zone, except, in any instance, to the extent that a Unit Owner is required by Section 29(b) or any other provision of these By-Laws or the Declaration to effect such compliance. The cost and expense of any such compliance by the Condominium shall be a Common Expense.

(b) Any Unit Owner shall, at its sole cost and expense, comply with any Applicable Law which imposes any duty on the Condominium, the Board of Managers or any Unit Owner to the extent that such Applicable Law requires compliance:

(i) in, to or upon the Unit of such Unit Owner; provided, however, that this clause (i) shall not require any Unit Owner to effect compliance in, to or upon any Common Elements in such Unit, in, to or upon any Easement Zone in such Unit or in or to any Service Equipment in such Unit;

(ii) in, to or upon: (A) any Service Equipment serving the Unit of such Unit Owner; or (B) any Unit, Common Element or Easement Zone if and to the extent that such Applicable Law requires such compliance by reason of the existence, installation, use or maintenance of or the making of Repairs to any Service Equipment serving the Unit of such Unit Owner; or

(iii) in, to or upon any Common Element or Easement Zone if and to the extent that such Applicable Law requires such compliance by reason of (1) such Unit Owner's particular manner of use of its Unit; as distinguished from normal office use or any other use of such Unit on the date of the Declaration, or (2) any use (other than pedestrian traffic) by such Unit Owner of the sidewalks adjacent to the Building, or (3) any Work performed by such Unit Owner which is not incident to such Unit Owner's use of its Unit for normal office purposes or any other use of such Unit on the date of the Declaration.

As used above, the phrase "normal office use" and "normal office purposes" shall include general and executive office use as well as use for computers and data processing equipment, photocopying, pantries (including microwave, refrigerator and dishwasher), vending machine areas and employee and executive health and exercise facilities, and shall not include printing, cooking and cafeteria facilities.

(c) The foregoing provisions of this Section 29 shall not expand any right of any Unit Owner under the Declaration and these By-Laws to perform any Work in the Common Elements or any Easement Zone or otherwise. Each Unit Owner shall be required to comply with its obligations under this Section 29 and all other provisions of these By-Laws and the Declaration without any expansion of such Unit Owner's rights to perform Work.

(d) No Party shall be required by the foregoing provisions of this Section 29 to effect compliance with any Applicable Law prior to the date by which compliance is required by Applicable Law; provided, however, that, notwithstanding the foregoing, any Party shall promptly commence and diligently prosecute compliance prior to such date if non-compliance has or would have a material adverse effect on any other Party.

Section 30. Hazardous Materials. No Unit Owner shall cause or permit any Hazardous Materials to be used, stored, transported, released, handled, produced or installed in, on or from its Unit or the Property, other than substances used in de minimis quantities in the ordinary course of business and generated, stored, handled and used in compliance with Applicable Law. It shall be the obligation of each Unit Owner to comply (at its sole cost and expense) with all Applicable Laws with respect to Hazardous Materials in its Unit or in connection with any Work performed by or on behalf of such Unit Owner at the Property.

Section 31. Indemnification. (a) Each Unit Owner, including the Declarant, shall indemnify and hold harmless all other Unit Owners, including the Declarant, and the Board of

Managers from and against all claims, liabilities, obligations, damages, penalties, costs, charges and expense, including reasonable attorneys' fees and expenses, which may be imposed upon or incurred by any of the foregoing by reason of: (i) any Work performed or required to be performed by such Unit Owner on or about the Property; (ii) any negligence on the part of such Unit Owner or any of its officers, directors, shareholders, partners, tenants, agents, contractors, servants, employees, licensees, or invitees; or (iii) any failure on the part of such Unit Owner to perform or comply with any of the terms or conditions contained in the Declaration and these By-Laws on its part to be performed or complied with. In no event shall the Declarant be liable for the acts or omissions of any grantee of any of the Declarant's rights under the Declaration or the By-Laws.

(b) The Condominium shall indemnify and hold all Unit Owners harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expense, including reasonable attorneys' fees and expenses, which may be imposed upon or incurred by any of the Unit Owners and/or the Declarant by reason of: (i) any Work performed by the Condominium or the Board of Managers on or about the Property; or (ii) any negligence or wrongful acts or omissions on the part of the Board of Managers or any of its members, officers, agents, contractors, servants, employees, licensees, or invitees. The costs and expenses of the foregoing indemnification by the Condominium shall be a Common Expense.

Section 32. No Additional Requirements. Nothing in this Article V shall be applied to require the Condominium to extend any of the Building Systems beyond the points to which the same now extend and/or to maintain or Repair any portion of the Property not part of the Common Elements or to provide additional services beyond those set forth herein or in the Declaration.

Section 33. Limited Liability of REITS. Notwithstanding anything to the contrary contained in the Declaration or these By-Laws, in the event that a Unit Owner is a REIT, the obligations of any such REIT under the Declaration and these By-Laws shall be enforceable only against the assets of the REIT, and no trustee, officer, director, beneficiary or shareholder of any such REIT shall be personally liable for any matter in connection with, or arising out of the Declaration or these By-Laws.

Article VI

Mortgages and Sales of Units and Registered Tenants

Section 1. In General. Each Unit Owner shall have the right to mortgage or lease or, subject to compliance with the applicable provisions of this Article VI with respect to sales, to sell its Unit without restriction.

Any Unit Owner shall be free to convey or transfer its Unit by gift or may devise its Unit by will or have its Unit pass by intestacy without restriction.

Section 1-A. Registration of Mortgagees. A Unit Owner who mortgages its Unit shall notify the Board of Managers of the name and address of its mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. Any mortgagee for whom the Board of Managers has received the foregoing notice shall be referred to herein and in the Declaration as a "**Registered Mortgagee**". The mortgage lien of any mortgagee of a Unit shall automatically be subordinate to the terms and provisions of the Declaration and By-Laws, and any such mortgage that fails to provide for such subordination shall nonetheless be deemed to provide for such subordination. Although no further instrument shall be required to effectuate such subordination, each mortgagee of a Unit, by accepting such mortgage, agrees to execute and deliver any instruments and documents requested to be executed and delivered by the Board of Managers in connection with the confirmation of such subordination, and, in the event such mortgagee fails to execute and deliver any such instruments or documents, its acceptance of such mortgage shall be deemed to constitute its appointment of the Board of Managers as its true and lawful attorney-in-fact in its name, place and stead to execute and deliver any such instruments and documents, such power being coupled with an interest. A Unit Owner who satisfies a mortgage covering its Unit shall also notify the Board of Managers thereof and shall file a conformed copy of the satisfaction of mortgage with the Board of Managers. The Board of Managers shall maintain the information received pursuant to this Section 1-A in a book entitled "**Mortgages of Units.**"

Section 2. Notices to Registered Mortgagees. The Board of Managers shall promptly report to each Registered Mortgagee of a Unit any default by the Unit Owner of such Unit in the Unit Owner's payment of Common Charges. The Board of Managers, when giving notice to a Unit Owner of any such default or of any other failure of a Unit Owner to comply with provisions of the Declaration or these By-Laws, shall also send a copy of such notice to each Registered Mortgagee holding a mortgage encumbering such Unit Owner's Unit.

Section 3. Performance by Mortgagees. The Board of Managers shall accept payment of any sum or performance of any obligation required to be paid or performed by a Unit Owner pursuant to the provisions of the Declaration or these By-Laws from or by any mortgagee of such Unit Owner's Unit with the same force and effect as though paid or performed by such Unit Owner.

Section 4. Examination of Books. Each Unit Owner and each Registered Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month. In addition, the Declarant, so long as it owns any Unit or has any outstanding obligations under the Plan, and any 15% Unit Owner shall have full and complete access to the books of account, the minutes of the Board of Managers and any subcommittees thereof and such other information and records as may be in the possession or under the control of the Board of Managers or its agents or professionals in connection with the ownership, operation and maintenance of the Condominium and the Property. The Board of Managers shall retain the books and records of the Condominium for inspection hereunder for at least three years.

Section 5. Declarant's Right of First Refusal. (a) Any Unit Owner who receives a bona fide offer to purchase its Unit (referred to herein as an "Offeree Unit") together with its Appurtenant Interest (such offer to purchase an Offeree Unit is referred to herein as an "Offer", the Party making any such Offer is referred to herein as an "Offeror" and the Unit Owner of the Offeree Unit to whom the Offer is made is referred to herein as an "Offeree"), which he or she intends to accept shall give notice by certified or registered mail to the Declarant of the receipt of such Offer. Said notice shall also state the name and address of the Offeror, the terms of the proposed transaction (including the intended closing date) and such other information as the Declarant may reasonably require. The giving of such notice to the Declarant shall constitute an offer by such Unit Owner to sell its Offeree Unit to the Declarant, upon the same terms and conditions as contained in such Offer and shall also constitute a representation and warranty by the Offeree who has received such Offer to the Declarant, that such Offeree believes the Offer to be bona fide in all respects. The Offeree shall submit in writing such further information with respect thereto as the Declarant may reasonably request. Not later than ten (10) business days after receipt of such notice together with such further information as may have been requested, the Declarant may elect, by sending written notice to such Offeree before the expiration of said ten (10) business day period, by certified or registered mail, to purchase such Offeree Unit together with its Appurtenant Interest (or to cause the same to be purchased by its designee) upon the same terms and conditions as contained in the Offer and as stated in the notice from the Offeree.

(b) In the event that the Declarant shall timely elect to purchase such Offeree Unit together with its Appurtenant Interest or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Declarant in accordance with the terms of the Offer, within forty-five (45) days after the giving of notice by the Declarant of its election to accept the aforesaid Offer, and the Declarant shall then be required to perform or cause to be performed all of the terms of the Offer (except as otherwise expressly set forth in this Article VI), including payment of a down payment and closing of title, and such closing of title shall be on the date set forth in the notice to the Declarant referred to in this Section 5 of Article VI as the intended closing date. If pursuant to such Offer, the Offeror was to assume or take title to the Offeree Unit subject to the Offeree's existing mortgage or mortgages, the Declarant may purchase the Offeree Unit and assume or take title to the Offeree Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree shall convey the same to the Declarant or its designee, corporate or otherwise, as the case may be, 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, who shall also pay all other taxes arising out of such sale. Real Estate Taxes and water charges and sewer rents, if separately assessed, mortgage interest, if any, and Common Charges shall be apportioned between the Offeree and the Declarant or its designee, corporate or otherwise, as the case may be, as of the closing date.

(c) In the event that the Declarant or its designee shall fail to accept such Offer within ten (10) business days after receipt of notice, as aforesaid, the Offeree shall have an additional ninety (90) days (immediately following such ten (10) business day period) to accept the Offer by executing and delivering a contract of sale. In the event that the Offeree shall not, within such ninety (90) day period, accept in writing the Offer or if the Offeree shall accept the Offer within such ninety (90) day period but such sale shall not be consummated on or before the intended closing date, which is set forth in the notice to the Declarant referred to in this Section 5 of Article VI, then, should such Offeree thereafter elect to sell such Offeree Unit, the Offeree shall be required to comply again with all the terms and provisions of this Section.

(d) The foregoing provisions of this Section 5 shall not apply to: (i) any sale by a UNDC Unit Owner of Units 10, 11, 12 or 13; or (ii) any sale of a Unit by a UNDC Unit Owner to: (A) a Governmental Authority; (B) an International Organization; or (C) any mission to the United Nations or any foreign government for use as a mission to the United Nations; (iii) any mortgage foreclosure sale, or delivery of a bona fide deed in

lieu of foreclosure,, or (iv) any sale by a mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale or by a bona fide deed in lieu of foreclosure.

(e) The rights granted to the Declarant under this Section shall expire on the earlier to occur of (i) the second anniversary of the Closing Date or (ii) the first date upon which the Declarant owns no Unit above the subcellar floor and below the fortieth floor of the Building, and thereafter no Unit Owner shall be required to offer to sell its Unit to the Declarant pursuant to this Section.

(f) Any purported sale of an Offeree Unit in violation of this Section 5 of Article VI shall be voidable at the election of the Declarant. Said Offeree shall reimburse the Declarant for all expenses (including attorneys' fees and expenses) incurred in connection with any proceedings or action instituted by the Declarant in connection with voiding such sale.

Section 6. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein its 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 of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the Common Interests of all Units. Nothing in this Section shall prohibit the lease of any Unit without the simultaneous lease of its Common Interest.

Section 7. 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 of Managers, or its designee, on behalf of all Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit.

Section 8. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease its Unit unless and until it shall have paid in full to the Board of Managers all unpaid Common Charges theretofore assessed by the Board of Managers against such Unit and until such Unit Owner shall have satisfied all unpaid liens against its Unit, other than any mortgages.

Section 9. Registration of Tenants. The tenant under any lease demising at least fifty percent of any Unit may register with the Board of Managers by furnishing to the Board of Managers a statement of its name and address, the date of its lease, a description of the premises demised to it, and the last date on which such lease is scheduled to expire. Any tenant having so registered is herein called a "Registered Tenant".

Section 10. Notices to Registered Tenants. The Board of Managers shall promptly report to each Registered Tenant of a Unit any default by the Unit Owner of such Unit in the Unit Owner's payment of Common Charges. The Board of Managers, when giving notice to a Unit Owner of any such default or of any other failure of a Unit Owner to comply with provisions of the Declaration or these By-Laws, shall also send a copy of such notice to each Registered Tenant of such Unit Owner's Unit.

Section 11. Performance by Registered Tenants. The Board of Managers shall accept payment of any sum or performance of any obligation required to be paid or performed by any Unit Owner pursuant to the provisions of the Declaration or these By-Laws from or by any Registered Tenant of any Unit with the same force and effect as though paid or performed by such Unit Owner.

Article VII

Eminent Domain

Section 1. Condemnation. (a) In the event of a taking in condemnation or by eminent domain of part or all of the Property, the award made for such taking shall be payable to the Board of Managers if such award amounts to one million (\$1,000,000) dollars times the CPI Factor or less, and to the Insurance Trustee if such award amounts to more than one million (\$1,000,000) dollars times the CPI Factor. Except as provided to the contrary in the next paragraph, the Board of Managers shall arrange for Repairs to be made promptly to the Common Elements and any other parts of the Property for which the Condominium or the Board of Managers receives an award. The Board of Managers, or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to pay costs and expenses relating to the recovery of the award and then to pay in appropriate progress payments the contractors engaged in making such Repairs. Any cost of such Repairs in excess of the proceeds of any such award shall constitute a Common Expense. In the event the proceeds of any such award exceed the cost of such Repairs, such excess shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among the Unit Owners in proportion to the respective Common Interests of their Units and the portions of such net proceeds as so divided shall be paid to each of the Unit Owners after first paying to the mortgagees of a Unit and any other holders of liens against

the Unit (including the Board of Managers) out of the share of the Unit Owner of such Unit, the amount of any unpaid liens on its Unit, in the order of their priority.

(b) If within sixty (60) days after such taking in condemnation or by eminent domain, Unit Owners owning Units having Common Interests of more than seventy-five (75%) percent of the Common Interests of all Units duly resolve not to proceed to make the Repairs described in the preceding paragraph, such Repairs shall not be made and:

(i) if all or substantially all of the Building is taken, any portion of the Property that has not been taken shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, and the net proceeds of sale, together with the proceeds of such award, shall be divided by the Board of Managers, or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to the respective Common Interests of their Units and the portions of such proceeds as so divided shall be paid to each of the Unit Owners after first paying to the mortgagees of a Unit and any other holders of liens against the Unit (including the Board of Managers) out of the share of the Unit Owner of such Unit, the amount of any unpaid liens on its Unit, in the order of priority of such liens.

(ii) in the event of a taking not described in the preceding clause (i), the proceeds of such award shall be divided among the Unit Owners affected by such partial taking in accordance with the floor space taken, the relative value of the floor space taken to other space in the Condominium, the uniqueness of the floor space taken, the overall dimensions of the remaining floor space, and any decrease in the availability of Common Elements for exclusive or shared use resulting from such taking, as determined in the first instance by the Board of Managers or the Insurance Trustee, as the case may be, subject to the arbitration provisions of Article XII of these By-Laws in the event any affected Unit Owner disputes such allocation. The portions of such proceeds as divided in accordance with the preceding provisions of this clause (ii) shall be paid to each of the Unit Owners after first paying to the mortgagees of a Unit and any other holders of liens against the Unit (including the Board of Managers) out of the share of the Unit Owner of such Unit, the amount of any unpaid liens on its Unit, in the order of priority of such liens.

(c) In the event of a taking to which Section 1(a) or Section 1(b)(ii) of this Article VII applies and in which there is a disproportionate taking of the space of each Unit so that one Unit is left with proportionately less space compared to the other Unit than was the case prior to any taking, then the Common Interests of the Unit Owners shall be reallocated by the

Board of Managers based on the floor space of each Unit after such taking, the location of such floor space, and the additional factors listed in Article VI of the Declaration as applied based on conditions after such taking.

(d) The provisions in this Section concerning the making of Repairs are subject and subordinate to any provisions on restoration in any Existing Leases.

Section 2. Awards for Trade Fixtures and Relocation Allowances. Where all or a part of the Condominium is taken in condemnation or by eminent domain, each Unit Owner shall have the exclusive right to claim all of the award made for trade fixtures installed by such Unit Owner, and any relocation, moving expense or other allowance of a similar nature designed to facilitate relocation of a displaced business concern.

Article VIII

Records

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Expenses against each Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners and to all mortgagees of Units who have requested the same, within four (4) months after the end of each fiscal year. The Board of Managers shall cause the financial records and books of account of the Condominium to be kept in accordance with the accrual method of accounting. The cost of the annual report shall be paid by the Board of Managers as a Common Expense.

Article IX

Miscellaneous

Section 1. Notices. Except to the extent other methods are specifically authorized herein, all notices hereunder shall be sent by certified mail, personal delivery or overnight courier with receipt to the Board of Managers, c/o the managing agent, or if there be no managing agent, to the office of the

Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all Unit Owners and to all Registered Mortgagees of Units. Except as specifically provided otherwise herein, all notices to any Unit Owner shall be sent by registered or certified mail, personal delivery or overnight courier with receipt to the Property or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board of Managers. All notices which are mailed shall be deemed to be given five (5) business days after the date of mailing. All notices which are personally delivered shall be deemed to be given on the date of delivery. All notices which are sent by overnight courier shall be deemed to be given on the next business day. Notwithstanding the foregoing, notices of change of address shall not be deemed to have been given until received.

Section 2. Severability. If any provision of these By-Laws is invalid or unenforceable against any person, Party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision hereof.

Section 4. Gender. In these By-Laws (including the Rules and Regulations), the use of the masculine gender shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws including 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 thereof which may occur.

Section 6. Title to Units. Title to Units may be taken in the name of an individual, the names of two or more persons as tenants in common, joint tenants or tenants by the entirety, in the name of a corporation, partnership, association, trustee or other legal entity, or any combination of any of the foregoing.

Section 7. Successors and Assigns. The rights and/or obligations of the Unit Owners as set forth in these By-Laws and the Declaration shall inure to the benefit of and be binding

upon the Board of Managers and the Unit Owners and their successors and assigns.

Section 8. Insurance Trustee. The Insurance Trustee shall be the Initial Trustee. The Board of Managers may replace the Initial Trustee provided the Declarant owns Units having aggregate Common Interests of less than fifty (50%) percent of the Common Interests of all Units. In the event the Insurance Trustee resigns or is replaced by the Board of Managers, the Board of Managers shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the State of New York having a capital surplus and undivided profits of \$500,000,000 or more. The Board of Managers 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 proceeds as trust funds until paid over or applied as provided in the Declaration and these By-Laws.

Section 9. Consents. Wherever in this Declaration or these By-Laws provision is made for any required, discretionary or other consent of the Board of Managers, such consent shall be sufficient and effective if given by the Board of Managers and the consent of the Unit Owners shall, unless otherwise provided in the Declaration or these By-Laws, not be required.

Article X

Amendments to By-Laws

Except as otherwise provided in the Declaration and below, these By-Laws may be amended by the vote of Unit Owners owning Units having aggregate Common Interests of not less than eighty (80%) percent of the Common Interests of all Units, cast in person or by proxy at a meeting of the Unit Owners duly held for such purpose, provided, however, that:

(a) no Unit Owner's vote in favor of any such amendment shall be effective unless all Registered Mortgagees of all mortgages affecting such Unit Owner's Unit shall have consented thereto in writing;

(b) no amendment shall be effective against the Declarant which would, without the Declarant's consent, (i) unreasonably interfere with the sale, lease or other disposition of a Unit owned by the Declarant; (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by these By-Laws or the Declaration to the Declarant; (iii) impose any fee or charge against the

Declarant in connection with the sale, leasing, or other disposition or improvement of any of its Units;

(c) no amendment shall be effective against any Unit Owner of a CS Unit under Article IX of the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted to such Unit Owner under Article IX in accordance with the terms of the Declaration;

(d) no amendment shall be effective against any Unit Owner granted rights to install new or additional Service Equipment in an Easement Zone under Article XI of the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such rights;

(e) no amendment shall be effective against any Unit Owner granted rights by the Declarant under Section E(5) of Article XI, Section F(3) of Article XII or Article XIV of the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such rights;

(f) no amendment shall be effective against any Unit Owner having any right, power, easement, privilege or benefit under Article XIII of the Declaration which would, without such Unit Owner's consent, abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any such right, power, easement, privilege or benefit;

(g) no amendment shall be effective against any 15% Unit Owner which would, without such 15% Unit Owner's consent, (i) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by the Declaration or these By-Laws to such 15% Unit Owner; or (ii) impose any fee or charge against such 15% Unit Owner in connection with the improvement of any of its Units; and

(h) no amendment shall be effective against any UNDC Unit Owner which would, without such UNDC Unit Owner's consent, (i) unreasonably interfere with the sale, lease or other disposition of its UNDC Units, (ii) abridge, suspend, curtail, limit, eliminate or otherwise adversely affect any right, power, easement, privilege or benefit granted or reserved by the Declaration or these By-Laws to any UNDC Unit, or (iii) impose any fee or charge against such UNDC Unit Owner in connection with the sale, leasing, or other disposition or improvement of any of its Units.

Notwithstanding anything to the contrary contained herein, without the consent of every Unit Owner affected by such amendment, neither the provisions of this Article X nor any provision of these By-Laws (including the Rules and Regulations) relating to the uses for which the Units may be used under Article VII of the Declaration or their respective Common Interests may be amended.

Article XI

Conflicts

These By-Laws (including the Rules and Regulations) are intended to comply with the requirements of the Condominium Act and all other Applicable Law. In case any of these By-Laws or any provision of the Rules and Regulations shall conflict with the provisions of said statute, the Declaration or any other Applicable Law, then the provisions of said statute, the Declaration or such other Applicable Law, as the case may be, shall control.

Article XII

Arbitration

Section 1. Submission to Arbitration. Any dispute, controversy or claim arising out of or concerning the Declaration or the By-Laws, in which the only parties are Unit Owners or any Unit Owners and the Board of Managers, shall be determined and resolved by arbitration (and not by litigation) conducted in the City and County of New York in accordance with the terms of this Article XII and the then applicable commercial arbitration rules, as hereinafter defined, provided that if the terms of this Article XII differ from or conflict with the then applicable commercial arbitration rules, the arbitrators shall be chosen and the arbitration shall be governed in accordance with and pursuant to the terms and provisions of this Article XII.

The Party desiring arbitration of such dispute, controversy or claim shall, in the notice setting forth its request that such dispute, controversy or claim be submitted to arbitration, set forth with particularity the dispute, controversy or claim sought to be arbitrated, and shall, in addition, comply with any applicable requirements of the then applicable commercial arbitration rules, which requirements supplement, without conflicting with, the foregoing requirements in this sentence regarding such notice.

For purposes of this Article XII, the term "**then applicable commercial arbitration rules**" shall mean the commercial

arbitration rules then applicable of the American Arbitration Association (or any successor thereto with similar function), except that such term shall mean the UNCITRAL Arbitration Rules annexed hereto as Schedule 4 if (i) said UNCITRAL Arbitration Rules are then in effect and extend to the parties and matters involved in the dispute, controversy or claim to be submitted to arbitration, and (ii) an International Organization is a party to such dispute, controversy or claim. If the American Arbitration Association or any successor thereto with similar function shall not then be in existence, the parties to an arbitration to which the arbitration rules of the American Arbitration Association (or any successor thereto with similar function) would otherwise apply under this Article XII shall seek to agree, during the fifteen (15) day period following the giving of the notice referred to in the second paragraph of this Section 1, upon an appropriate body of rules to govern arbitration to be conducted pursuant to this Article XII, and such rules so agreed on shall be the then applicable arbitration rules; provided that if said parties fail to so agree within such fifteen (15) day period, such arbitration shall be governed by, and the then applicable arbitration rules shall be, the rules then applicable of the entity most commonly utilized in the New York metropolitan area for the arbitration of commercial disputes.

In any such arbitration, the determination of such dispute, controversy or claim by such arbitration shall constitute the final determination thereof and shall be binding and conclusive upon the parties to such arbitration.

Section 2. Selection of and Decision by Arbitrators. The Party desiring arbitration shall appoint as arbitrator on its behalf, a disinterested individual having not less than ten (10) years experience relating to commercial real estate in New York City and give notice thereof to the other party or parties to the arbitration, who shall, within fifteen (15) days thereafter, appoint as arbitrator on its or their behalf, a second disinterested individual having not less than ten (10) years experience relating to commercial real estate in New York City and give written notice thereof to the first Party. The arbitrators thus appointed shall, within fifteen (15) days following the appointment of the second arbitrator, appoint a third disinterested individual having not less than ten (10) years experience relating to commercial real estate in New York City, and said three arbitrators shall, as promptly as possible (but in any event within thirty (30) days following the appointment of the third arbitrator), determine the matter which is the subject of the arbitration, and whether any damages, costs or expenses are to be awarded in connection therewith.

The decision of the majority of the arbitrators shall be delivered to said parties by the arbitrators when made and shall

be controlling for all purposes under the Declaration and the By-Laws immediately upon receipt by said parties of a copy of the decision. The effectiveness of such decision for such purposes shall not be delayed or postponed pending confirmation of the arbitration decision or award or entry of judgment upon the decision or award, notwithstanding any challenge or contest by any of said parties with respect to the decision or award, and notwithstanding any application or other request by any of said parties that the arbitrators or any court or other body stay, set aside, nullify or otherwise change the decision or award. Said parties shall make no request or other application to the arbitrators or any court or other body for any injunction, stay or other relief which would be contrary to the provisions of the preceding sentence, and agree that the arbitrators, any court and any other body shall have no jurisdiction or other authority to consider any request or other application for, or to grant, any injunction, stay or other relief which would violate any provision of this Article XII. If any decision of the majority of the arbitrators shall be set aside, nullified, modified or otherwise changed after the parties to the arbitration receive a copy of the original decision or award, said parties shall thereupon comply with the action setting aside, nullifying, modifying or otherwise changing the original decision or award, with such changes and adjustments by said parties in actions taken pursuant to the original decision as may be necessary for such purpose.

No arbitrator selected by any party to the arbitration shall have any liability to any other party to the arbitration by reason of the arbitrator's participation in any determination made under this Article XII, and each of the parties to the arbitration shall indemnify and defend the arbitrators against any and all claims asserted against any of them by reason of their participation in any such determination.

Section 3. Failure to Appoint an Arbitrator. If a party to the arbitration having the right pursuant to Section 2 of this Article to appoint an arbitrator fails or neglects to do so, then, and in such event, the other party to the arbitration, or if the two arbitrators appointed by the parties to the arbitration shall fail, within fifteen (15) days after the appointment of the second arbitrator, to appoint a third arbitrator, then, any of the parties to the arbitration may apply to the Appointing Authority for the appointment of such arbitrator. In the event of the failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed within ten (10) days by the party or parties to the arbitration who originally appointed him or her, or in the event such party or parties shall fail so to appoint such successor, or in the case of the third arbitrator, his or her successor shall be appointed as provided in the first sentence of this Section 3. None of the parties to the arbitration shall raise

any challenge or objection as to the full power and jurisdiction of the Appointing Authority to entertain such application and make such appointment. The term "**Appointing Authority**" shall mean the entity or body that administers the then applicable commercial arbitration rules, provided that if such entity or body shall be affiliated with or subject to control by any party to an arbitration, the Appointing Authority for purposes of such arbitration shall instead be the entity at the time most commonly utilized in the New York metropolitan area for the arbitration of commercial disputes and which is not so affiliated or subject to such control.

Section 4. Expenses of Arbitration. Except as otherwise determined by a majority of the arbitrators, whose determination shall be binding and conclusive upon all parties to the arbitration, the expenses of arbitration shall be shared equally by said parties, and each of said parties shall be responsible for the fees and expenses of its own attorneys and other representatives.

Section 5. Limitation on Power of Arbitrators. The arbitrators shall apply the law of the State of New York without regard to conflicts of laws principles and shall have no power to vary or modify any of the provisions of the Declaration or the By-Laws, and their powers and jurisdiction are hereby limited accordingly.

Section 6. Payment of Undisputed Sums. To the extent any dispute, controversy or claim concerns liability for or payment of Common Expenses assessed against a Unit, the Unit Owner of such Unit shall pay any portion of such Common Expenses which is not in dispute within ten (10) days after a request by the Board of Managers that such dispute, controversy or claim be submitted to arbitration, or simultaneously with such a request that such dispute, controversy or claim be submitted to arbitration, if such request is made by such Unit Owner.

Article XIII

Existing Leases

Section 1. Subordination. To the extent and for so long as the Declaration is subject and subordinate to the rights of any tenants of the Building under Existing Leases, the rights granted or reserved to any Party and all requirements and limitations under these By-Laws, including the Rules and Regulations, shall be so subject and subordinate.

Section 2. Provision of Services. Should any Existing Lease require services be provided to the tenant thereunder which under the terms of the Declaration and By-Laws may only be

provided by the Condominium or are under the exclusive control of the Board of Managers, then the Condominium shall provide such services to the tenant under such Existing Lease. Notwithstanding the foregoing, if the services so provided are in excess of or vary from the services provided to Unit Owners under the Declaration and By-Laws, then all additional cost and expense incurred by the Board of Managers in connection therewith shall be assessed as a Common Expense against the Unit or Units demised under such Existing Lease and shall be payable by the Unit Owner or Unit Owners thereof.

Article XIV

Contests of Requirements of Applicable Law

Section 1. Board of Managers' Rights to Contest. The Board of Managers shall have the right on behalf of all Unit Owners to contest any requirement of Applicable Law relating to the use, operation and maintenance of the Common Elements or the affairs of the Condominium, and during such contest, any obligation of the Board of Managers under the Declaration or these By-Laws to comply with such requirement shall be deferred, provided: (a) the Board of Managers prosecutes such contest diligently and in good faith by appropriate proceedings; or (b) compliance with such requirement shall have been excused or exempted by a valid nonconforming use permit, waiver, extension or forbearance exempting the Condominium from such requirement; and (c) such contest or noncompliance does not involve any danger of: (i) foreclosure, forfeiture or loss of any part of the Property; or (ii) civil or criminal liability being imposed on any member of the Board of Managers or any Unit Owner, including the Declarant, or any mortgagee; or (iii) the creation of any lien, encumbrance or other charge against any part of the Property; or (iv) impairment of any insurance under Section 2(a) of Article V.

Section 2. Unit Owners' Rights to Contest. A Unit Owner shall have the right to contest any requirement of Applicable Law with which such Unit Owner is obligated to comply under the Declaration or these By-Laws and which relates to the use, operation or maintenance of its Unit, and the failure of such Unit Owner to comply with such requirement during such contest shall not constitute a default hereunder, provided: (a) the Unit Owner is contesting such requirement diligently and in good faith by appropriate proceedings and shall have furnished such security, if any, as may be required in the proceedings; or (b) compliance with such requirement shall have been excused or exempted by a valid nonconforming use permit, waiver, extension or forbearance exempting the Unit Owner from such requirement; and (c) such contest or noncompliance does not involve any danger of: (i) foreclosure, forfeiture or loss of any part of

the Property other than the Unit Owner's Unit; or (ii) civil or criminal liability being imposed on the Board of Managers or any other Unit Owner, including the Declarant, or any mortgagee; or (iii) the creation of any lien, encumbrance or other charge against any part of the Property other than against such Unit Owner's Unit; or (iv) the impairment of any insurance under Section 2(a) of Article V. A Unit Owner shall provide the Board of Managers with notice of any contest of the type described above in detail sufficient to enable the Board of Managers to ascertain whether the foregoing provisions have been complied with by such Unit Owner.

Article XV

Provisions Regarding International Organizations

Nothing contained in these By-Laws or the Declaration shall constitute a waiver, express or implied, by any International Organization of any of its privileges and immunities under applicable conventions and treaties to which the United States is a party, all of which are expressly reserved and maintained. No provision of these By-Laws or the Declaration shall be construed or applied in a manner or to an extent which would be a waiver of such privileges and immunities. The term **"International Organization"** shall mean the United Nations, any of its subsidiary organs, or any specialized agency of the United Nations.

SCHEDULE 1 OF THE BY-LAWS**RULES AND REGULATIONS OF THE CONDOMINIUM**

1. No Unit Owner shall allow anything whatever to fall from the windows or doors of its Unit or sweep or throw from its Unit any dirt or other substance into any of the Common Elements, except for the use of waste lines in the manner for which intended and not prohibited under the Declaration and the By-Laws. Each Unit Owner shall make its own arrangements for refuse collection and shall, to the extent reasonably possible, retain refuse within its Unit until the carting company it has retained for the removal thereof actually arrives at the Building for the purpose of disposing of same. Each Unit Owner shall obtain extermination services for its Unit at such times as shall be necessary to maintain its Unit free of rats, mice, roaches and other vermin. In the event the Board of Managers finds vermin, insects or other pests in any Unit, it may take such measures as it deems necessary to control or exterminate the same, and the cost thereof shall be assessed as a Common Expense against such Unit and shall be payable by the Unit Owner of such infested Unit.

2. Except as otherwise expressly provided in the Declaration and the By-Laws, the Common Elements, including sidewalks, entrances, corridors and exits, shall not be obstructed or encumbered by refuse or otherwise, and sidewalks, entrances, corridors and exits that are Common Elements shall not be used for any purpose other than ingress or egress to and from the Units.

3. Employees of the Unit Owners may not gather or lounge in the Common Elements.

4. Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Managers or its agent may reasonably prescribe and the Board of Managers is not responsible for loss of or damage to any such property, including loss or damage that may occur through the carelessness or negligence of the employees of the Condominium.

5. Bulky matter of any description, such as freight, furniture and business equipment, shall be delivered to and removed from the Property only in the freight elevators and through the service entrances and corridors, provided that a Unit Owner at its sole cost and expense, may move large quantities of furniture and equipment into or out of the Building in accordance with special arrangements made with the prior consent of Board of Managers, which consent shall not be unreasonably withheld.

6. No Unit Owner shall cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from its Unit. No Unit Owner shall use, play, operate or permit to be used, played or operated any sound making or sound reproducing device in its Unit, except in such manner and under such conditions so that

no sound shall be heard outside of the Unit. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress.

7. No Unit Owner shall permit or keep in its Unit any inflammable, combustible or explosive material, chemical or substance, except such products as are required in the normal professional and business use permitted in such Unit.

8. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were designed, nor shall any sweepings, rubbish bags or other articles be thrown into same. Any costs, liabilities or expenses resulting from misuse by a Unit Owner of any water closets or other water apparatus shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

9. No Unit Owner shall place a load upon any floor of its Unit exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. The Board of Managers shall have the right to prescribe reasonable requirements for the weight and position in any Unit of all unusually heavy objects. All such unusually heavy objects shall be placed and maintained by each Unit Owner at its sole cost and expense in settings sufficient, in the reasonable judgment of the Board of Managers, to absorb and prevent vibration, noise and annoyance.

10. No Unit Owner shall permit any individual to enter any telephone or electrical closet within its Unit unless the individual is qualified to do so.

11. Any additional elevator, freight elevator or loading dock service provided to a Unit Owner pursuant to the By-Laws must be requested in writing by Unit Owner at least twenty-four (24) hours in advance and must be for at least a four (4) hour minimum (or such other advance notice and minimum hour as the Board of Managers shall reasonably prescribe or as required by any union contract in effect with respect thereto), except if such additional service is required immediately before or after the regular hours for elevator, freight elevator or loading dock service as provided in the By-Laws, then such additional service must be for at least a one (1) hour minimum.

12. No Unit Owner shall alter, damage, impair, destroy or otherwise adversely and materially affect the Common Elements without the prior written consent of the Board of Managers, except as expressly permitted herein or in the Declaration or the By-Laws. A Unit Owner shall give the Board of Managers prompt notice of any Repairs that are needed in the Building Systems or other portions of the Common Elements after such Unit Owner has actual notice thereof.

13. Each Unit Owner shall:

(a) Submit for inspection by the Board of Managers any governmental license or permit required for the lawful conduct of any business carried on in its Unit;

(b) Keep clean at all times the interior of windows in its Unit (including the frames thereof); and

(c) At no time, either directly or indirectly, use any contractors and/or materials in connection with any Work in its Unit, if the use of such contractors and/or materials would or will create any difficulty with other contractors and/or labor engaged by the Board of Managers and/or the Declarant in the maintenance and/or operation of the Building and/or the other Units.

14. Any amounts assessed as a Common Expense against a Unit in addition to the regular monthly Common Charges due and payable as provided in the By-Laws shall be paid to the Board of Managers upon demand or if not demanded, then with the next monthly payment of Common Charges due and payable as provided in the By-Laws.

15. No servant or employee of the Board of Managers shall be sent out of the Building by any Unit Owner at any time for any purpose.

16. Complaints by a Unit Owner regarding services or operation of the Building shall be made in writing to the Board of Managers or its managing agent.

17. The fiscal year of the Condominium shall be a calendar year beginning on the first day of January or such other fiscal year as the Board of Managers shall establish from time to time.

18. Except as otherwise provided in the Declaration and the By-Laws, no Unit Owner shall exhibit, inscribe, paint or otherwise affix any Sign outside its Unit or in or on any part of the Common Elements without the prior written consent of the Board of Managers. Each Unit Owner shall also have the right to maintain and install Signs in its Unit which are not visible from outside of its Unit and which do not violate any other provisions of the Declaration, the By-Laws or these Rules and Regulations. Each Unit Owner shall have the right to maintain and install Signs in its Unit which are visible from outside its Unit, provided: (i) such Signs do not violate any other provisions of the Declaration, the By-Laws and/or these Rules and Regulations; (ii) such Signs do not advertise any product or any sale, discount or markdowns; (iii) such Signs are not handwritten; (iv) such Signs are stationary and do not use flashing or neon lights; and (v) the bulbs of such Signs and lights illuminating any such Signs shall be replaced as soon as they become defective or lose their intensity. In the event that a Sign is installed or maintained in violation of any of the provisions of this Paragraph 18 by any Unit Owner, the Board of

Managers may, in addition to any and all other rights provided in the Declaration, the By-Laws and these Rules and Regulations, remove such Sign without any liability therefor, and the expense incurred in such removal shall be assessed as a Common Expense against such Unit Owner's Unit and shall be payable by such Unit Owner.

The Board of Managers, on behalf of all Unit Owners, shall establish and maintain a Building directory. Each Unit Owner shall be entitled to a percentage of space on the directory tablet which is equal to the Common Interest of such Unit Owner's Unit. The Building directory shall be established and maintained by the Board of Managers on such terms and conditions as the Board of Managers determines from time to time.

19. Except as provided in the Declaration and the By-Laws, no awnings, radio or television aerials or other projections shall be attached from any Unit to the outside walls of the Building, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of any Unit or entrances of the Building or roofs of the Building, without the prior written consent of the Board of Managers, which consent shall not be unreasonably withheld or delayed.

20. No animals of any kind shall be kept or harbored in any Unit in the Building, except for seeing eye dogs and except in connection with laboratory use in a Unit, if such use is permitted in such Unit under the Declaration and the By-Laws. In no event shall any animal be permitted on any passenger or freight elevator or in any other portion of the Common Elements, except for seeing eye dogs and except in connection with laboratory use as provided for above.

21. No vehicle belonging to a Unit Owner or to an employee or visitor of a Unit Owner shall be parked in such manner as to impede or prevent ready access to or from any entrance or exit to or from the Building or Common Elements.

22. The Board of Managers may designate the name, if any, by which the Property shall be known and may, from time to time, change such name.

23. The Board of Managers may prohibit admission to the Building outside of ordinary business hours by any person unless the person (i) is known to the Condominium's security guards in the Building; or (ii) has a pass issued by a Unit Owner; or (iii) is otherwise properly identified. The Board of Managers may require registration or other recording of all persons admitted to or leaving the Building outside of ordinary business hours.

24. When no individual is present in a Unit and except as may otherwise be required for the performance of any Work in such Unit,

the Unit Owner of such Unit shall cause all doors to such Unit to be locked and all windows in such Unit to be closed.

25. Unit Owners, their employees and invitees, shall not be permitted at any time or for any reason to enter upon the Roofs, unless permitted by the Declaration or By-Laws.

26. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Board of Managers, except that, where a consent or approval may not be unreasonably withheld as herein or elsewhere provided, then such consent may be added to, amended or repealed as set forth above only if such addition, amendment or repeal is not unreasonable. A Unit Owner may apply to the Board of Managers for a temporary waiver of one or more of the Rules and Regulations. Such temporary waiver may be granted by the Board of Managers in its sole discretion, for good cause shown.

27. Any additional heat or air-conditioning service provided to a Unit Owner pursuant to the By-Laws using the Building Systems, other than any supplemental chilled or condenser water system, must be requested by a Unit Owner at least four (4) hours in advance for weekday service and at least twenty-four hours in advance for service on weekends and Holidays (or such other minimum advance notice requirements as the Board of Managers shall reasonably prescribe or as required by any union contract in effect with respect thereto).

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SCHEDULE 2 OF THE BY-LAWS OF THE 633 THIRD AVENUE CONDOMINIUM

Pursuant to Section 16 of Article V of the By-Laws, the Condominium shall provide Base Building HVAC Service to the Units and the Common Elements on the days and during the times provided in the By-Laws in accordance with the following specifications:

The Base Building HVAC System for the office floors shall maintain the following conditions provided the Unit Owner's air distribution duct work conforms to S.M.A.C.N.A. (Sheet Metal and Air Conditioning National Association, Inc.) and ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) standards and is appropriately designed and configured:

1. When summer outdoor ambient temperature is not in excess of 95°F dry bulb and 75°F wet bulb, indoor space conditions shall not be greater than 78°F dry bulb and maximum relative humidity of 50%.
2. When winter outdoor temperature is not less than 11°F, indoor space conditions shall not be less than 70°F dry bulb.
3. Introduction of outside ventilation air of 0.20 cubic feet per minute per usable square foot or 20 cubic feet per minute per person.

Maintenance of these conditions is subject to:

- a. Occupant density not in excess of one person per 100 usable square feet;
- b. Total individual floor lighting and equipment electrical demand load not exceeding 4.5 watts per usable square foot;
- c. All windows bounding a Unit being kept closed at all times when the HVAC system is in operation, appropriate use being made of blinds and window coverings and the Unit Owner abiding by all reasonable rules and regulations which the Board of Managers may find necessary to promulgate from time to time for the proper and efficient operation of the HVAC systems of the Building; and
- d. Design and construction of interior space.

The Unit Owner is responsible for providing supplemental HVAC Service to its Unit, should these above conditions be exceeded.

Nothing in this Schedule shall be applied to require the Condominium to extend any of the Building Systems beyond the points to which the same now extend and/or to maintain or Repair any portion of the Property not part of the Building Systems or to provide additional services beyond those set forth in the By-Laws or in the Declaration.

SCHEDULE 3-A EXISTING SYSTEM LIFE SAFETY ANNUNCIATION POINTS			
FLOOR	AREA	NUMBER OF POINTS	TOTAL
SUB-CELLAR	COMMON	19	30
	UNIT SC-1	2	
	UNIT SC-2	2	
	UNIT SC-3	2	
	UNIT SC-4	2	
	UNIT SC-5	1	
	UNIT SC-6	1	
	UNIT SC-7	1	
	UNIT 1-A	0	
CONCOURSE	COMMON	16	32
	UNIT C-1	2	
	UNIT C-2	4	
	UNIT C-3	2	
	UNIT C-4	2	
	UNIT C-5	2	
	UNIT C-6	2	
	UNIT C-7	2	

SCHEDULE 3-A EXISTING SYSTEM LIFE SAFETY ANNUNCIATION POINTS			
FLOOR	AREA	NUMBER OF POINTS	TOTAL
1ST	COMMON	8	16
	UNIT 1-A	3	
	UNIT 1-B	1	
	UNIT 1-C	2	
	UNIT 1-D	1	
	UNIT 1-E	1	
	UNIT C-3	0	
	UNIT C-4	0	
2ND	UNIT 2	7	7
3RD	UNIT 3	7	7
4TH	UNIT 4	8	8
5TH	UNIT 5	9	9
6TH	UNIT 6	14	14
7TH	UNIT 7	10	10
8TH	UNIT 8	7	7
9TH	UNIT 9	7	7
10TH	UNIT 10	10	10
11TH	COMMON	10	21
11TH	UNIT 11	11	
12TH	COMMON	4	4
12TH	UNIT 12	8	8
13TH	UNIT 13	7	7
14TH	UNIT 14	7	7
15TH	UNIT 15	7	7
16TH	UNIT 16	7	7
17TH	UNIT 17	9	9
18TH	COMMON	3	10
18TH	UNIT 18	7	
19TH	UNIT 19	7	7
20TH	UNIT 20	10	10
21ST	UNIT 21	7	7
22ND	UNIT 22	7	7
23RD	UNIT 23	7	7
24TH	UNIT 24	7	7