

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The 285 West 110th Street Condominium-Purchase Application and Required Documents

The following is a list of the items you are required to submit for the board to review your application. Please be sure to provide all the information requested. All of the required documents must be assembled into a complete package of **one (1) original** and **one (1) collated copy** and delivered to Kyrous Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, NY 10018.

DO NOT DUPLICATE HOUSE RULES. Please retain the copy included in this package for your information.

Upon receipt of a completed package and after verification of all financial data and references, the application will be submitted to the Board of Managers for review. Please note Market Rate Units are subject to a Right of First Refusal.

1. Purchase Application (enclosed)
2. Executed Contract of Sale (To be provided with application)
3. Financial Statements
4. Last two (2) year's Income tax Returns (include W-2's)
5. Signed Credit Report Release
6. Letter from current landlord/management agent verifying status of tenancy.
7. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
8. Letter of financial reference
9. Copy of Loan Application & Commitment Letter
10. Rules and Regulations Acknowledgement form
11. Shareholder information form (enclosed)
12. Gym Waiver (enclosed)
13. Move-In Insurance requirement form.
14. New York City: Window Guard/Lead Paint Notice
15. Environmental Easement Granted Pursuant to Article 71, Title 36
16. Of the New York State Environmental Conservation Law (Enclosed)

Schedule of Fees-Due with Application

1. Move-in Deposit: \$500.00 certified check or money order, payable to the 285 West 110th Condominium. This check will be returned to the purchaser after the move-in is complete. In case of damage to the building, the cost of repairs will be deducted from this deposit.
2. Application Processing Fee: \$550.00 certified check or money order payable to Kyrous Realty Group, Inc. This check is non-refundable.
3. Credit Check Fee: \$100.00 per applicant. This check is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be certified check or money order.

Please note that application packages must contain all required documentation. Items missing will only delay the Managing Agent's review and submission to the Board.

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018
Phone: 212.302.1500 ♦ Fax: 212.302.3855

IMPORTANT NOTICE

Please Read Carefully

Kyrous Realty Group, Inc. realizes that this application contains sensitive personal information. We require the social security number for each applicant (and each other adult occupant of the apartment) on the authorization to obtain Credit Report Information (see Credit Report Release). This is the only place on the application requiring a social security number, but social security numbers may be contained on other documents that you are submitting (e.g. tax returns, contracts of sale). Before submitting these documents, please blacken out or otherwise obliterate the social security number as Kyrous Realty Group, Inc. cannot be responsible for the security of this information if it is included in these documents.

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Applicant Information

Name(s): _____

SS#: _____

SS#: _____

Present

Address: _____

Apartment to be occupied by:

Applicant(s) Yes No

Occupants _____

Years at this address: _____

Do you own your present residence?

Yes No

Relationship _____

CURRENT EMPLOYER INFORMATION:

Employer: _____

Business

Address: _____

Office Phone: _____

Nature of Business: _____

Position: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Annual Salary: \$ _____

Business

Address: _____

Length of Employment: _____

Office Phone: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Length of Employment: _____

Office Phone: _____

Business

Address: _____

Position: _____

Nature of Business: _____

Annual Salary: \$ _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

ATTORNEY INFORMATION:

Address: _____

Name: _____

Phone: _____

Address: _____

Phone: _____

-continued

Are there any outstanding judgments against you? Yes No

If Yes, please explain: _____

Do you have any diplomatic immunity or other special status? Yes No

If Yes, please explain: _____

Have you ever declared bankruptcy or are involved in a bankruptcy procedure? Yes No

If Yes, please explain: _____

Names of all clubs and society memberships, fraternities and honorary societies to which applicant belongs: _____

Schools and colleges attended by husband, wife and children: _____

Names of all residents in the building known by the applicant: _____

Does applicant wish to maintain any pets in the apartment, and if so, please specify with full information: _____

Do you own or rent another residence, and if so, where? _____

PERSONAL & BUSINESS REFERENCES

PERSONAL REFERENCE#1:

Name: _____

Address: _____

Phone: _____

Relationship: _____

PERSONAL REFERENCE#2:

Name: _____

Address: _____

Phone: _____

Relationship: _____

BUSINESS REFERENCES

Name: _____

Address: _____

Phone: _____

Person to verify Applicant's Employment or Applicant's Supervisor

Name: _____

Address: _____

Phone: _____

FINANCIAL REFERENCES

PERSONAL ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: SAVINGS

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: CHARGE CARD#1

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#2

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#3

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#4

Account Name: _____

Account No: _____

Exp. Date: _____

BUSINESS ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

CLOSEST LIVING ADULT RELATIVE

(Not intending to reside with Applicant)

Name: _____

Address: _____

Phone: _____

Relationship: _____

Date: _____

Applicant Signature

Applicant Signature

Date:

EMERGENCY CONTACT INFORMATION

APPLICANT INFORMATION:

Person to call in the event of an emergency

Contact Name: _____

Residence Phone: _____

Relationship: _____

Office Phone: _____

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The following is submitted as being a true and accurate statement of the financial condition of the undersigned on _____ day of _____, 20____

Applicant Name

Applicant Name

Applicant Signature

Applicant Signature

Address:

Address:

Attach additional pages if necessary.

ASSETS	Applicant	Co-Applicant	LIABILITIES	Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Bonds & Stocks <i>(See schedule)</i>			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivables			Automobile		
Real Estate Owned <i>(See schedule)</i>			Other		
Automobiles: Year: Make:			Other Accounts Payable		
Personal Property & Furniture			Mortgages Payable on Real Estate <i>(see schedule)</i>		
Life Insurance Cash Surrender Value			Unpaid Real Estate Taxes		
Retirement Funds/IRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts <i>(itemize)</i>		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS			COMBINED NET WORTH		

Application: THE 285 WEST 110TH STREET CONDOMINIUM

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SOURCE OF INCOME	Applicant	Co-Applicant	CONTINGENT LIABILITIES	Applicant	Co-Applicant
Base Salary			Endorser or Co-maker on Notes		
Overtime Wages			Alimony Payments (Annual)		
\$Bonus & Commissions			Child Support		
\$Dividends and Interest Income			Defendant in any legal action?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Income (<i>itemize</i>)			Any unsatisfied judgments	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
TOTAL			Ever filed for bankruptcy	Yes <input type="checkbox"/> No <input type="checkbox"/>	
COMBINED TOTAL			Explain		

PROJECTED COMBINED MONTHLY EXPENSES	Applicants
Maintenance	
Apartment Financing	
Other Mortgages	
Bank Loans	
Auto Loan	
TOTAL	

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SCHEDULE OF STOCKS AND BONDS

Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE

Description	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged As Security

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that the same is a full and correct exhibit of my/our financial condition.

Applicant Signature

Date: _____

Applicant Signature

Date: _____

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CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of The 285 West 110th Street Condominium., to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrous Realty Group, Inc. and The 285 West 110th Street Condominium, from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

Each Applicant and all adults who will reside in the Unit must complete Credit Report Release.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Date of Birth: _____

Social Security #: _____

Age: _____

Address: _____

Employer's Company Name _____

Address: _____

Applicant Signature

Date: _____

*Duplicate for Additional Applicants

Application: THE 285 WEST 110TH STREET CONDOMINIUM

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.
5. Each Residential Unit Owner shall keep such Residential Unit Owner's Residential Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Residential Unit Owner's terrace shall be within the sole but reasonable discretion of the Residential Board.
6. No window guards shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Residential Board.
7. No radio, television aerial, satellite dish or similar device shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be required by Law.

8. No heat, ventilator or air conditioning device or window fan shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Residential Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board in its sole discretion, at any time. In no event shall any Residential Unit Owner maintain more than two (2) pets in a Residential Unit (other than fish) without the consent of the Residential Board nor shall any bird, reptile, or other animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the

Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet. The Board of Managers shall have the right to prohibit an animal from residing or visiting the Building if, in the Board's judgment, such animal creates a nuisance, health hazard or an unsanitary condition.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

17. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

19. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

20. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

21. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's Prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Resident Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

24. No vehicle belonging to a Residential Unit Owner or to a member of the family guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Residential Section shall be writing to the Residential Board or to the managing agent of the Residential Section.

26. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board at any time by resolution of the Residential Board. Further, any such consent or approval of the discretion of the Residential Board, be conditional.

27. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.
28. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
29. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.
30. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.
31. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the managing agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
32. Nothing shall be done or kept in any Residential Unit, or in the General, Residential or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General, Residential or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General, Residential or Limited Common Elements.
33. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. No group tour or exhibition of any Residential Unit or its contents shall be conducted, except group tours or exhibitions of any Unsold Residential Units owned by Declarant or its designee, nor shall any auction sale be held in any Residential Unit, except Unsold Residential Units without the prior consent of Residential Board or the managing agent of the Residential Section.

35. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

36. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

37. There will be no barbecuing on Residential Limited Common Elements, or on the General Common Elements, except as specifically designated by the Residential Board.

38. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

39. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on terraces, other than furniture of the kind usually maintained in outdoor areas.

40. Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. No planter shall be placed on any private terrace area or balcony if it exceeds a capacity of 2 cubic feet or if it

imposes a load exceeding 60 pounds per square foot, without the express written consent of the Board and, if required, the New York City Department of Buildings. No installation of any planters shall be permitted on the roofs of any penthouse bulkheads.

41. No Residential Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Residential Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Residential Limited Common Elements.

42. Smoking shall be prohibited in the Common Elements of the Building. Smoking in violation of this rule shall be deemed to constitute a nuisance pursuant to Paragraph 6.16.1 of the By-Laws. The term "smoke" or "smoking" shall include carrying, burning, or otherwise handling or controlling a lit or smoldering product containing tobacco, or other flammable substances, including, but not limited to, cigarettes, cigars, or pipes.

43. All Unit Owners shall be obligated to install white curtains, drapes, shades or blinds ("Window Treatments") in each Unit which are visible from the exterior of the Building in order to give the Building a uniform exterior appearance. Such Window Treatments shall be hung from each such window within sixty (60) days of the Closing Date, unless otherwise provided by the Board in writing. Notwithstanding the foregoing under no circumstances shall newspapers, blankets bed sheets, clothes or other articles of any kind be hung in the windows in lieu of Window Treatments and no personal property shall be stored in any window bay, except behind the Window Treatments.

285 West 110th Street Condominium
2040 Frederick Douglas Blvd
New York, NY 10026

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO: ALL UNIT OWNERS
FROM: BOARD OF MANAGERS
DATE: August 29, 2018

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM RULES AND REGULATIONS: THE FOLLOWING IS A NEW RULE #42 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

42. As of the date of adoption of this rule, smoking is prohibited in all of the common areas of the building as required by all applicable laws, including in the elevators, hallways, stairways, lobby, amenity facilities, as well as in areas within 25 feet of any entrance to or egress from the building. No person shall smoke in the areas where smoking is prohibited by this rule or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in such areas.

Provided that it does not create unreasonably disturbing secondhand smoke that interferes with the rights, comforts, or conveniences of other residents, and subject to applicable law and the condominium's governing documents, smoking is currently permitted inside a resident's individual apartment unit. The unit owner is responsible for any secondhand smoke entering the common areas or other apartment units from the resident's individual apartment unit and has an obligation to put into effect measures to ensure secondhand smoke does not enter into common areas or other apartment units.

The smoking of illegal substances is prohibited in all areas of the building.

The term "smoking" as used in this rule includes inhaling, exhaling, burning, carrying or otherwise handling or controlling any lit, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette or non-tobacco smoking product, water pipe, vaping device, pipe, or any form of lighted object or device which contains tobacco or tobacco products.

A notice setting forth this smoking policy will be displayed prominently in the building's lobby. The building's board reserves the right to revise and/or amend this current smoking policy.

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦Suite 15E ♦New York, NY 10018

Phone: 212.302.1500 ♦Fax: 212.302.3855

The 285 West 110th Street Condominium.- Letter to Board of Managers

The Board of Managers
The 285 West 110th Condominium
285 West 110th Street
New York, NY 10026

Re: The 285 West 110th Street
Unit #: _____

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the Rules and Regulation for The 285 West 110th Street Condominium.

Signature of Applicant

Date

Signature of Applicant

Date

The 285 West 110th Street Condominium
Unit Owner Information Form

Date: _____

Unit #: _____

Unit Owner(s) _____

Contact Information:

Name: _____ Name: _____

Cell Phone: _____ Cell Phone: _____

E-Mail: _____ E-Mail: _____

Home#/Other: _____ Home#/Other: _____

Please list all occupants who will be residing in Unit:

_____	Relationship: _____

Name and Number of Person to Notify in the Event of an Emergency:

Phone Number To Be Used To Be Called From and Lobby:

KYROUS REALTY GROUP, INC.
Real Estate Management

June 30, 2023

All Unit Owners/Tenants
285 West 110 Street Condominium
285 West 110 Street
New York, NY 10026

Re: Fitness Room Waiver

Dear Unit Owners & Tenants,

We are required to maintain a Fitness Room Waiver on file for each unit owner or tenant who utilizes the fitness room. These Waivers should have been collected at closing; however, they were not included with closing packages.

Enclosed please find Fitness Room Rules & Regulations with Waiver & Release Agreement. If you or members of your household utilize the fitness room, we must have a signed waiver on file. A separate waiver is required for each member of your household who uses the facility.

Kindly sign and return the waiver(s) to our office no later than July 14, 2023. Waivers can be emailed to carine@kyrousrealtygroup.com or left at the front desk. Please note that after July 14th, key fob access will only be granted to those with a signed waiver on file.

Thank you.

Very truly yours,

Harriet Kyrous

Harriet Kyrous
Kyrous Realty Group

Enclosures

THE 285 WEST 110TH STREET CONDOMINIUM
FITNESS CENTER
RULES & REGULATIONS

Fitness Center Access

Access is available exclusively to residents of The 285 West 110th Street Condominium who have submitted a fully executed Waiver and Release Agreement to Management.

Residents between the age of 16 and 18 years of age may access the Fitness Center upon execution of the Waiver and Release Agreement by their parent or legal guardian.

Key fobs will be programmed to access the Fitness Center once the signed Waiver and Release Agreement has been received by Management.

Hours of Operation

The Fitness Center is to be used during the following times:

- Daily from 5:00 am to 11:00 pm

Rules and Regulations

1. Use of equipment shall be limited to thirty minutes when others are waiting for that piece of equipment. Equipment/machines are available on a first-come, first-served basis.
2. Eating, smoking, or drinking (except for water) in the workout area is prohibited.
3. Residents must wear appropriate attire at all times in the Fitness Center. Proper clothing is considered apparel that covers the upper torso, upper legs and feet. No open-toed shoes (e.g., sandals or flip-flops).
4. Use of the Fitness Center and its equipment is at the sole risk of the user. The Fitness Center and equipment will not be supervised, and each user must inspect the Center and the equipment before use to ensure that it is in proper condition.
5. All malfunctions or other problems should be promptly brought to the attention of the Building Management.
6. Personal trainers hired by residents with access to the Fitness Center are permitted only after giving prior notice to the Managing Agent and providing proof of insurance.

Personal trainers shall also be required to execute the Waiver and Release Agreement prior to gaining admission to the Fitness Center. Residents must accompany personal trainers within the building at all times, and personal trainers shall not use the Fitness Center for their own personal use.

As used herein, "proof of insurance" shall mean a certificate of insurance evidencing current effective comprehensive general liability insurance protection in the aggregate of \$1,000,000, naming as additional insureds and certificate holders the following entities:

The 285 West 110th Street Condominium; the Board of Managers of The 285 West 110th Street Condominium, individually and collectively; and Kyrous Realty Group, Inc.

All proof of insurance must be provided to Management at least one (1) week in advance of access being sought for the personal trainer in order to provide sufficient time for review.

7. The Fitness Center shall be locked at all times. Access to the Fitness Center is the exclusive use of the residents.
8. The use of cell phones or any type of music players, except for a personal music player that plays exclusively through head phones, is prohibited. You are asked to keep the volume of such personal music at a level that cannot be heard by other users.
9. The resident assumes full responsibility for any disappearance, loss, theft or damage to his or her personal property that may occur in or about the Fitness Center.
10. The privilege to use the Center and equipment granted by the signed agreement shall automatically terminate in the event the person no longer lives or owns an apartment in The 285 West 110th Street Condominium.

THE 285 WEST 110TH STREET CONDOMINIUM
FITNESS CENTER
WAIVER AND RELEASE AGREEMENT

The 285 West 110th Street Condominium encourages you to undergo a thorough physical examination by your physician before you utilize the Fitness Center.

1. I realize that any time one engages in physical activity, there are inherent dangers.
2. I assume the risk of any and all injury or damage to me that may arise, directly or indirectly, in connection with my use of the Fitness Center and equipment made available there, whether or not caused in whole or in part by any acts and/or omissions (including negligence) of the Condominium, its trustees, officers, employees, agents, and contractors. I hereby release and discharge the Condominium, its trustees, officers, employees, agents, and contractors, and agree to make no claim against them, and to hold them harmless from, any liability whatsoever in connection with my use of the Fitness Center.
3. I acknowledge that it is my responsibility to decide when and how to use the Fitness Center, to exercise caution and my own judgment when I am using the Fitness Center. I recognize that personal assistance is not available at the Fitness Center and that use of the facilities, services, and equipment at the Fitness Center is unsupervised.
4. I agree to abide by any Rules and Regulations that governmental authorities or the Condominium may establish, now or in the future, applicable to the Fitness Center facilities, services, and equipment located there. These rules include but are not limited to those listed in the Fitness Center. I understand that failure to abide by such rules and regulations may result in withdrawal of my privilege to use the Fitness Center facilities, services, and equipment.

The Condominium maintains and provides access to the Fitness Center as a perquisite for the residents of the Condominium only and retains the right to restrict access to (including the right to shut down) the Fitness Center at any time and with no notice.

I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Unit #

Print Name

Date

Signature

KYROUS REALTY GROUP, INC.
Real Estate Management

The 285 West 110th Street Condominium
MOVE-IN PROCEDURES

Upon closing, please contact management to schedule your move in date.

Please note that move-ins are permitted Monday thru Friday between the hours of 9:00 a.m. until 4:30 p.m.

No weekend or holiday move-ins are permitted.

In order to confirm your move-in date, we must be provided with the following items one week prior to your scheduled date:

1. Insurance Certificate from your moving company with limits set forth below. **The certificate shall name the Unit Owner as the insured and The 285 West 110th Street Condominium and Kyrous Realty Group, Inc. as the additional insured.**

(i) WORKER'S COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$500,000.00

(ii) COMMERCIAL GENERAL LIABILITY coverage of \$1,000,000 including Contractor's Liability and Blanket Contractual Liability, all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles. \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

(iv) \$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED.

Insurance Certificates can be faxed to 212-302-3855 or emailed to Rita@kyrousrealtygroup.com.

In order to determine if any damage occurs during your move-in, the common areas will be inspected by the superintendent prior to and following your move. If there is any damage as a result of your move, the cost to repair said damage will be deducted from your move-in deposit.

If your move-in deposit was not paid at closing, it must be delivered to the Office of the Managing Agent one week prior to your scheduled move-in date to the address below.

Kyrous Realty Group, Inc.
263 West 38th Street, Suite 15E
New York, NY 10018

2. Please re-confirm the date and time of your move-in with management the day prior to the actual move-in date.
3. Movers must use the designated elevator only.
4. Management reserves the right to reschedule your move-in at your sole cost and expense, if your moving truck arrives more than three hours late or if you exceed the permissible move-in hours.

Please contact Management with any questions. at (212) 302-1500.
Thank you.

For Office Use Only

Unit Number: # _____

Unit Owner: _____

Contact #: _____

E-mail: _____

Move In Date: _____

The 285 West 110th Street Condominium
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

**RETURN
THIS COPY**

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.**

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.</p> <ul style="list-style-type: none"> • You must notify your landlord in writing if a child under 6 comes to live with you during the year. • If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections. • Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. • <i>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</i> 	<p>By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none"> • It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. • Window guards must be installed so there is no space greater than 4¹/₂ inches above or below the guard, on the side of the guard, or between the bars. • ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
<p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</p>	<p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

Fill out and detach the bottom part of this form and return it to your landlord.

✂-----

Please check **all** boxes that apply

A child age under 6 years of age (5 years or younger) lives in my apartment.

A child under 11 years of age (10 years or younger) lives in my apartment and:

Window guards are installed in all windows as required.

Window guards need repair.

Window guards are NOT installed in all windows as required.

No child under 11 years of age (10 years or younger) lives in my apartment:

I want window guards installed anyway.

I have window guards, but they need repair.

Last Name	First Name	Middle Initial		
Street Address	Apt. #	City	State	Zip Code
Signature	Date	Telephone Number		

Deadline for return: February 16, 2018

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: October 20, 2016

The 285 West 110Th Street Condominium
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

**KEEP
THIS COPY**

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 - Window guards need repair.
 - Window guards are NOT installed in all windows as required.
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 - I have window guards, but they need repair.

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Signature	Date	Telephone Number		

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DOHMH-approved: October 20, 2016



NEW YORK CITY Residential Recycling Guide

Full recycling is back in America's largest city! Here are some simple pointers on what to recycle and how.

Paper & Cardboard

YES

Newspapers, magazines & catalogs

White or colored paper

All mail (even envelopes with plastic windows), wrapping paper, etc.

Smooth cardboard

Cereal and other dry-food boxes, etc.

Paper bags

Flattened cardboard

NO

Plastic- or wax- coated paper
Candy wrappers, take-out containers, etc.

Carbon paper

Heavily soiled paper or cardboard

Hardcover books

Place paper and cardboard recyclables in a clear bag or green-labeled container. Note that paper milk and juice cartons (rinsed) should be placed in the container with metal, glass and plastic.

Metal, Glass & Plastic

YES

Metal cans

Food, aerosol (empty), etc.

Foil wrap & trays

Plastic bottles & jugs

For detergent, soda, milk, juice, water, etc.
-any bottle where the neck is smaller than the body

Glass bottles & jars

Milk and other beverage cartons

Household metal including:

- Wire hangers
- All metal appliances (from washing machines and stoves to toasters and irons)*
- All indoor and outdoor metal furniture, including cabinets and window screens
- Metal pots and pans, cutlery and utensils

*Call 311 before discarding appliances that contain CFC gas, such as refrigerators and air conditioners.

NO

Motor oil or chemical containers

Styrofoam

Cups, egg cartons, etc.

Food containers

For yogurt, margarine, take-out, salad bar, etc.

Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

Plastic trays or tubs

For microwave, etc.

Plastic utensils, plates, cups, bowls

Plastic appliances, toys, furniture

Lightbulbs

Pane glass

Pump spray nozzles

Caps or lids

Household batteries

Rinse metal, glass and plastic items and place them in a clear bag or blue-labeled container. Throw away caps and lids with your regular trash. To collect the 5-cent deposit on beverage containers such as beer and soda bottles and cans, redeem them at a neighborhood store instead of putting them in with your recycling.

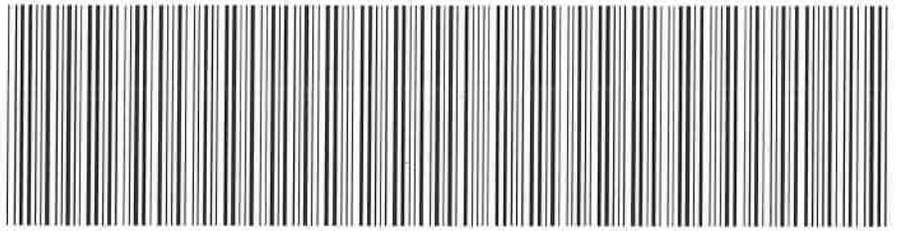
For more information, call the city information line at 311 or visit the New York City Recycles website at www.ci.nyc.ny.us/html/dos/html/bw_home/index.html

To find this guide online, go to www.nrdc.org/cities/recycling/

Natural Resources Defense Council
40 West 20th Street, New York, NY 10011 | 212 727-2700
www.nrdc.org

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2015102200095001001EF16B

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 10

Document ID: 2015102200095001

Document Date: 10-09-2015

Preparation Date: 11-05-2015

Document Type: EASEMENT

Document Page Count: 9

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT15-80110-NY (MAF)
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
ARTIMUS
316 WEST 118TH STREET
NEW YORK, NY 10026
Attn: Benjamin Kursman

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1826	1	Entire Lot	2040 FREDERICK DOUGLAS BOULEVARD

Property Type: NON-RESIDENTIAL VACANT LAND Easement

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

CRESCENT 110 EQUITIES, LLC
316 WEST 118TH STREET
NEW YORK, NY 10026

GRANTEE/BUYER:

THE PEOPLE OF THE STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION, 625 BROADWAY
ALBANY, NY 12233

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	82.00
Affidavit Fee:	\$	0.00

Filing Fee:

	\$	100.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 11-16-2015 12:36
City Register File No.(CRFN):
2015000406309



G. Hill

City Register Official Signature

B: 1826
L: 1

CTIS-80110-NY

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

M

THIS INDENTURE made ^{as of} this 9th day of October 2015, between Owner(s) Crescent 110 Equities, LLC, having an office at 316 West 118th Street, New York, New York 10026, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 2040 Frederick Douglas Boulevard in the City of New York, County of New York and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 1826 Lot 1, being the same as that property conveyed to Grantor by deed dated December 18, 2013 and recorded in the City Register of the City of New York in CRFN #2014000024658. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.310 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 4, 2015 prepared by Montrose Surveying Co., LLP, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C231087-04-14, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C231087
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and

communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Crescent 110 Equities, LLC:

By: _____

Print Name: _____

Robert Ezrapour

Title: _____

Manager

Date: _____

9/30/2015

Grantor's Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF New York)

On the 30 day of September, in the year 20 15, before me, the undersigned, personally appeared Robert Ezrapour, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Julie Trapini

Notary Public - State of New York

JULIE TRAPINI
Notary Public, State of New York
Registration No. 01TR6292053
Qualified in New York County
Commission Expires Oct. 28, 2017

SEAL

SCHEDULE "A" PROPERTY DESCRIPTION

Tax Block 1826, Tax Lot 1 (0.31001 Acre)

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City and State of New York, being known and designated as Block 1826, Lot 1, on the tax map dated March 17, 1975, for the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of One Hundred Eleventh Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglass Circle;

THENCE along said Frederick Douglass Circle in a southerly direction on a curve to the right with a radius of 142 feet and a central angle of 64 degrees 41 minutes 31 seconds, a distance of 160 feet 4 inches per deed (160.333 feet per survey) to the northerly side of Cathedral Parkway;

THENCE easterly along said side of Cathedral Parkway a/k/a Central Park North and 110th Street a distance of 9 feet and 8 and $\frac{3}{4}$ inches;

THENCE RUNNING northerly and at right angles to the last described line a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE RUNNING westerly along said side of West 111th Street a distance of 125 feet to the point or place of BEGINNING.