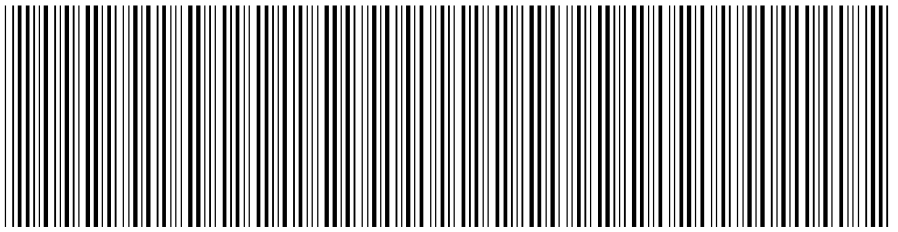


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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2019040901224001002E1265

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 532**

**Document ID: 2019040901224001** Document Date: 12-12-2018 Preparation Date: 04-12-2019  
Document Type: AMENDED CONDO DECLARATION  
Document Page Count: 530

**PRESENTER:**  
ROYAL ABSTRACT OF NEW YORK LLC(911806)  
125 PARK AVENUE  
SUITE 1610  
NEW YORK, NY 10017  
212-376-0900  
MBASALATAN@ROYALABSTRACT.COM

**RETURN TO:**  
ROYAL ABSTRACT OF NEW YORK LLC(911806)  
125 PARK AVENUE  
SUITE 1610  
NEW YORK, NY 10017  
212-376-0900  
MBASALATAN@ROYALABSTRACT.COM

<b>PROPERTY DATA</b>					
<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>	
MANHATTAN	702	1301	Entire Lot	RET	20 HUDSON YARDS

**Property Type:** COMMERCIAL CONDO UNIT(S)

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>	
MANHATTAN	702	1302	Entire Lot	TW	30 HUDSON YARDS

**Property Type:** COMMERCIAL CONDO UNIT(S)

Additional Properties on Continuation Page

**CROSS REFERENCE DATA**

CRFN: 2015000436062

**PARTIES**

**PARTY ONE:**  
METROPOLITAN TRANSPORTATION AUTHORITY  
2 BROADWAY  
NEW YORK, NY 99999

**FEES AND TAXES**

<b>Mortgage :</b>		<b>Filing Fee:</b>	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
<b>TAXES:</b> 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		
<b>TOTAL:</b>	\$ 0.00		
Recording Fee:	\$ 2,708.00		
Affidavit Fee:	\$ 0.00		

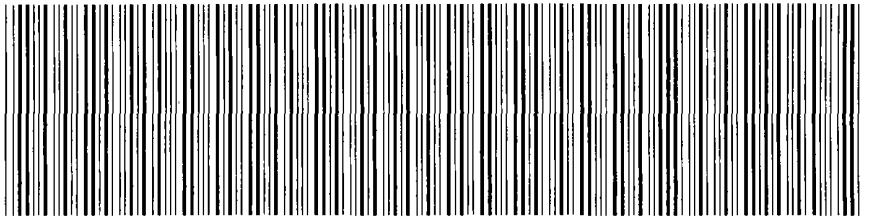
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**  
Recorded/Filed 04-15-2019 09:59  
City Register File No.(CRFN):  
**2019000118977**



*Annette McMill*

**City Register Official Signature**



2019040901224001002C10E5

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 532**

Document ID: 2019040901224001

Document Date: 12-12-2018

Preparation Date: 04-12-2019

Document Type: AMENDED CONDO DECLARATION

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
MANHATTAN	702	1303 Entire Lot	RHY	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1304 Entire Lot	OBD	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1301 Entire Lot	RET	20 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1302 Entire Lot	TW	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1303 Entire Lot	RHY	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1304 Entire Lot	OBD	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1305 Entire Lot	OX	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1306 Entire Lot	PE1	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1307 Entire Lot	PE2	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				
MANHATTAN	702	1308 Entire Lot	WF	30 HUDSON YARDS
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>				



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES  
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE  
REAL ESTATE FINANCE BUREAU

January 08, 2019

Jonathan Canter, Esq.  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas

New York, NY 10036

~~CONFIDENTIAL~~ 2639A

Re: 20-30 HUDSON YARDS CONDOMINIUM  
File No.: NA15-0157 - A1  
Acceptance Date: 1/2/2019  
Filing Fee: \$225.00 Receipt Number: 149504

Dear Jonathan Canter:

The Department of Law has reviewed your application for an amended no-action letter concerning a transaction involving the above premises.

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing pursuant to Section 352 e of the General Business Law. We understand that it is your opinion as counsel that the transaction is not subject to those registration and filing requirements.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23 A of the General Business Law and other applicable provisions of law.

Very truly yours,

*Deborah Dorlen*

Deborah Dorlen  
Assistant Attorney General  
(212) 416-8991  
Deborah.Dorlen@ag.ny.gov

~~CONFIDENTIAL~~ 2639A

**AMENDED AND RESTATED DECLARATION**

Establishing a Plan for Condominium Ownership  
of the Premises known as  
20 Hudson Yards and 30 Hudson Yards  
(a/k/a 500 West 33<sup>rd</sup> Street)  
New York, New York 10001  
Pursuant to Article 9-B of the Real Property Law  
of the State of New York

Name: 20-30 HUDSON YARDS CONDOMINIUM

Declarant: Metropolitan Transportation Authority  
2 Broadway  
New York, New York 10004

Date of Original Declaration:

As of September 10, 2015

Date of Amended & Restated Declaration:

As of December 12, 2018

Block 702  
Lots 1301 through 1308  
(f/k/a Lots 1301 – 1304; also f/k/a Lot 125)  
Borough of Manhattan

When Recorded, Return to:

Kramer Levin Naftalis & Frankel LLP  
Attorneys for Declarant  
1177 Avenue of the Americas  
New York, New York 10036  
Attn: Jonathan H. Canter, Esq.  
Meigan P. Serle, Esq.

**AMENDED AND RESTATED DECLARATION**

**OF**

**20-30 HUDSON YARDS CONDOMINIUM**

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

This AMENDED AND RESTATED DECLARATION (this "Declaration") is made as of the date set forth below by METROPOLITAN TRANSPORTATION AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York (hereinafter referred to as "Declarant"):

**W I T N E S S E I H:**

WHEREAS, a declaration (the "Original Declaration"), dated as of September 10, 2015, was made by Declarant under the provisions of the New York Condominium Act (hereinafter defined) establishing a plan for condominium ownership of the premises then known as 500 West 33<sup>rd</sup> Street, New York, New York 10001, which Original Declaration was recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on December 9, 2015 as CRFN 2015000436062 (Condominium No. 2639) together with the original floor plans of the Condominium certified by Kohn Pedersen Fox Associates P.C. on November 13, 2015, filed with the New York City Real Property Assessment Bureau on December 3, 2015, as Condominium Plan No. 2639 and recorded with the City Register's Office on December 9, 2015 as CRFN 2015000436063 (the "Original Floor Plans");

WHEREAS, Declarant continues to own all of the Units (hereinafter defined) in the Condominium (hereinafter defined) and desires to amend and restate said Original Declaration; and

WHEREAS, each of the Declarant Net Lessees of the Units, as applicable, and their respective mortgagees, has consented to said amendment and restatement of the Original Declaration as reflected herein;

NOW, THEREFORE, Declarant (with the consent of such consenting parties) hereby amends and restates the Original Declaration in its entirety and declares as follows:

**ARTICLE 1**

**SUBMISSION OF THE PROPERTY; CONDOMINIUM BY-LAWS; DEFINED TERMS;  
CONFLICTING PROVISIONS; NAME OF CONDOMINIUM AND BUILDING**

1.1 Submission of the Property. Declarant hereby submits the Land (as defined in Article 2) and Building (as defined in Article 3), all other real property, improvements erected and to be erected thereon, and all easements, rights and appurtenances belonging or appurtenant to any of the foregoing (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the

“New York Condominium Act”) and pursuant thereto does hereby establish a condominium to be known as “20-30 Hudson Yards Condominium” (the “Condominium”). This Declaration is subject to the Underlying Agreements (as defined in Section 8.1).

1.2 Condominium By-Laws; Defined Terms; Conflicting Provisions. (a) Annexed to this Declaration as Exhibit A and made a part hereof are the by-laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said by-laws, as the same have been amended and restated, and may be further amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with the provisions hereof and thereof, the “Condominium By-Laws”).

(b) All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the Condominium By-Laws (or in the Table of Definitions annexed thereto).

(c) In the event of a conflict between: (i) the terms and provisions of this Declaration, on the one hand, and the terms and provisions of any of the Condominium By-Laws, Tower By-Laws (hereinafter defined) and/or Sub-By-Laws (as defined in the Condominium By-Laws), on the other hand, the terms of this Declaration shall in all events govern; (ii) the terms and provisions of the Condominium By-Laws, on the one hand, and the terms and provisions of the Tower By-Laws or any Sub-By-Laws, on the other hand, the terms of the Condominium By-Laws shall in all events govern; (iii) or the terms and provisions of the Tower By-Laws, on the one hand, and the terms and provisions of any Sub-By-Laws on the other hand, the terms of the Tower By-Laws shall in all events govern, and (iv) the terms and provisions of the Condominium By-Laws or Declaration, on the one hand, and the terms and provisions of the General Rules and Regulations, on the other, the terms of the Condominium By-Laws or this Declaration shall in all events govern.

### 1.3 Tower By-Laws.

1.3.1 Annexed to this Declaration as Exhibit B and made a part hereof are the by-laws for the governance of the Tower Section (as defined in Section 4.4) (said by-laws, as the same have been amended and restated, and may be further amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws are hereinafter referred to as the “Tower By-Laws”) shall (together with, but subject to, this Declaration and the Condominium By-Laws) govern the affairs, use and occupancy of the Tower Section.

### 1.4 Condominium Name; Building Name; Logo.

1.4.1 Initial and Subsequent Names. (i) The name of the Condominium shall be “20-30 Hudson Yards Condominium” (the “Condominium Name”). The name of the Retail Building (as defined in Article 3) shall be “The Shops and the Restaurants at Hudson Yards” (the “Retail Building Name”). The name of the Tower Building (as defined in Article 3) shall initially be “30 Hudson Yards” (the name of the Tower Building, as the same may be changed from time to time in accordance with this Section 1.4, the “Tower Building Name”; collectively with the Retail Building Name, the “Building Names”); provided, however, the addresses (including any

vanity addresses) of the Tower Building and Retail Building shall be as set forth in Section 4.5 hereof. Notwithstanding the foregoing, if as of the date TWNY (as defined in Section 8.1 hereof) takes title to the Time Warner Unit, no other tenant, Unit Owner and/or Declarant Net Lessee then occupies more than 700,000 Rentable Square Feet in the Tower Building, then TWNY (on behalf of TWNY and its Affiliates) shall, by notice of election given to the Condominium Board, be entitled to rename the Tower Building for a WM Entity (such new Tower Building Name, the "TW Name") in which case the Condominium Board shall take all necessary and appropriate actions to effectuate the change of the Tower Building Name to the TW Name (which shall have no effect on the address of the Tower Building). "WM Entity" shall mean Warner Media, LLC and its Affiliates (as defined in Section 8.1) (including, without limitation, Turner Broadcasting System, Inc., Home Box Office, Inc., Warner Bros. Entertainment Inc. and TWNY, so long as they remain Affiliates of Warner Media, LLC or its Corporate Successors. A "Corporate Successor" of a Person shall mean any Person that is the surviving company in a merger or consolidation of such Person with another Person, or a Person that acquires all or substantially all of the assets of such Person.

(ii) If the Tower Building is named for a WM Entity and at any time WM Entities occupy fewer than 400,000 Rentable Square Feet of the Tower Building in the aggregate (except for temporary periods that WM Entities do not occupy the same due to construction, move-in, casualty, temporary condemnation, Alterations (as defined in the Condominium By-Laws) and/or Force Majeure (as defined in Section 8.1), provided that one or more WM Entities promptly reoccupy (or commence occupancy of, as applicable) such portions of the Tower Building after the conclusion of such construction, move-in, casualty, temporary condemnation, Alterations and/or Force Majeure event), then the Tower Building will no longer be named for such WM Entity and the Tower Building Name will be "30 Hudson Yards." If at any time WM Entities occupy fewer than 125,000 Rentable Square Feet in the aggregate in the Tower Building (other than temporary periods that such WM Entities may not occupy the same due to construction, move-in, casualty, condemnation, Alterations and/or Force Majeure, provided the WM Entities promptly reoccupy (or commence occupancy of, as applicable) such portions of the Tower Building after the conclusion of such construction, move-in, casualty, temporary condemnation, Alterations and/or Force Majeure event), then the Tower Building Name may be changed by the Tower Board or its designee, which name may include the name of a TW Competitor (as defined in Section 1.4.1(v)) (which shall have no effect on the address of the Tower Building).

(iii) The Retail Unit Owner shall be entitled to rename the Retail Building at any time from time to time, in its discretion, provided, however, for so long as WM Entities occupy more than 125,000 Rentable Square Feet in the aggregate in the Tower Building (or if WM Entities do not occupy the same due to then ongoing construction, move-in, casualty, temporary condemnation, Alterations and/or Force Majeure), any such Retail Building Name shall not include the name of a TW Competitor.

(iv) If the Tower Building and/or Retail Building is renamed pursuant to any of clauses (i)-(iii) above or clause (vi) below, the Tower Board, Condominium Board and the other Unit Owners (each as may be required) shall cooperate as and if reasonably necessary to amend the Condominium Documents to reflect such new Tower Building Name or Retail Building Name.

(v) “TW Competitor” shall mean any Person or an Affiliate of a Person the business activities of which consist of one or more of the following and, that, either alone or together with its Affiliates at the applicable time in question, derives at least thirty percent (30%) of its or their aggregate revenues from one or more of the following:

(A) operation of broadcast, basic cable, premium cable and/or Internet television networks, including networks that are distributed by cable system operators, satellite service distributors, telephone companies, fiber optic networks, internet (“over-the-top”) and other distributors (“Television Segment”). Examples include, without limitation, ABC, NBC, CBS, FOX, 21<sup>st</sup> Century Fox, Viacom, Showtime, Al-Jazeera, ESPN, PBS, AMC, YouTube, Yahoo!, Netflix, AOL, VICE, Maker Studios and Full Screen Media; or

(B) production and/or distribution of movies for dissemination to the public, feature films, television programming and videogame products (“Film Segment”; together with Television Segment, the “Media Activities”). Examples of the foregoing, as of the date hereof, include, without limitation, The Walt Disney Co., Universal, Sony Corporation of America, 21<sup>st</sup> Century Fox, Dreamworks, and Lions Gate.

Each of the Television Segment and Film Segment will cease to be included within the definition of TW Competitor in the event Warner Media, LLC (and its Corporate Successors) and their wholly-owned subsidiaries do not derive at least thirty percent (30%) of their aggregate revenues from such business segment. In the event Warner Media, LLC (and its Corporate Successors) discontinue either of the Television Segment or Film Segment, then such segment will be automatically removed from the definition of TW Competitor. The Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner (as defined in Section 8.1)) shall confirm to the Condominium Board, Tower Board or other Unit Owner, from time to time, at such Board’s or Unit Owner’s request, whether or not the Time Warner Unit Owner (or if the Time Warner Unit is subdivided, the Designated TW Owner) considers a specific Person to be a TW Competitor.

For the purpose of clarification, the following products and services are specifically excluded from the definition of “TW Competitor”: (a) private corporate broadcasts, (b) distribution of voice and data services, including wireless, that is provided by cable television distributors (e.g., Time Warner Cable), satellite television distributors (e.g., DirectTV) or telephone companies (e.g., AT&T and Verizon), (c) broadcast and television devices, hardware and software, (d) print media, (e) movie theaters and (f) in-store content provided by retailers.

(vi) So long as the Tower Building is named for any WM Entity pursuant to this Section 1.4.1, Time Warner Unit Owner (or in the event that the Time Warner Unit has been subdivided, the Designated TW Owner) shall have the right, exercisable by notice to the Condominium Board from time to time, to change the TW Name for a different WM Entity in the event a Name Substitution Event occurs, which new name shall become the TW Name and such different WM Entity shall be deemed Name Licensor for purposes hereof. In such event, the Condominium Board shall take all reasonably necessary actions to effectuate the



change of the Tower Building Name to such new TW Name (at no cost to the Tower Unit Owners other than the Time Warner Unit Owner). For purposes hereof, a “Name Substitution Event” means either (a) the WM Entity for which the Tower Building is named is no longer an Affiliate of Warner Media, LLC or its Corporate Successors, (b) the WM Entity for which the Tower Building is named no longer occupies more than 50,000 Rentable Square Feet in the Tower Building or (c) in connection with the change of the corporate name or trade name of the WM Entity for which the Tower Building is named.

#### 1.4.2 Building Name Licenses.

(i) The Condominium, the Condominium Board, the Tower Board and any Sub-Board (as defined in the Condominium By-Laws), as each of the same may be constituted and/or organized from time to time, and each current and future Unit Owner (all of the foregoing referred to as the “Name Licensees”), shall each have, and shall be deemed to have been granted by the WM Entity for which the Tower Building is named from time to time (“TW Name Licensor”), a non-exclusive, non-transferable (except as hereinafter provided), irrevocable and perpetual (subject to the provisions of Section 1.4.4) license, including the right to sublicense (subject to the provisions of Section 1.4.3), and TW Name Licensor (which by the acceptance of title to the Time Warner Unit by TWNY and/or its designee(s) shall be deemed to have consented to the provisions of the Condominium Documents respecting the use of the TW Name) hereby grants such non-exclusive, non-transferable (except as hereinafter provided) and irrevocable (subject to the provisions of Section 1.4.4) license, including the right to sublicense (subject to the provisions of Section 1.4.3) with respect to any TW Name (the “TW Licenses”), without charge or fee, to use, display and publish the Building Names, including the TW Names (including, without limitation, as a location or address identifier and as part of any Building logo, but only in accordance with Section 1.4.7; provided, however, that (1) all uses pursuant to such license of any TW Name in written materials must either be (x) as part of any Building logo or in the same typeface as appears in any Building logo, (y) in the predominant typeface of the applicable written material or in plain, non-stylized typeface, in each case as reasonably determined by the Condominium Board (and provided that if the Condominium Board determines that a particular typeface is plain and non-stylized, such determination cannot be revoked) or (z) consistent with style guidelines that may be jointly established from time to time by HY IP Holding Company LLC, a Delaware limited liability company, and the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) (and provided that if any such guidelines are so jointly established they cannot be revoked), and (2) all uses of any TW Name on, or as a part of, products, goods and items for sale shall be a proper use of such license only if the applicable product, good or item also includes a reference to the name of a Unit or Occupant thereof, or a business being operated at a Unit or by an Occupant (so that, for example, a tenant in the Retail Unit or Ob Deck Unit, can sell items (for example, without limitation, coffee mugs) that say “[Name of tenant] at [TOWER BUILDING NAME], but cannot sell items that say only [TOWER BUILDING NAME]. No use by any Name Licensee of such license pursuant to clause (2) of the preceding sentence shall impose, or be deemed to impose, any liability on any WM Entity or on any other Name Licensee with respect to the applicable product, good or item.

(ii) The Name Licensees shall each have, and shall be deemed to have been granted by HY IP Holding Company LLC, a Delaware limited liability company (the

“30HY Name Licensor”; each of 30HY Name Licensor and TW Name Licensor, a “Name Licensor”), a non-exclusive, non-transferable (except as hereinafter provided), irrevocable and perpetual (subject to the provisions of Section 1.4.4) license, including the right to sublicense (subject to the provisions of Section 1.4.3), and the 30HY Name Licensor hereby grants such non-exclusive, non-transferable (except as hereinafter provided) and irrevocable (subject to the provisions of Section 1.4.4) license, including the right to sublicense (subject to the provisions of Section 1.4.3) (such license, a “30HY License”) with respect to the name and trademark “30 Hudson Yards” (the “30HY Name”), without charge or fee, to use, display and publish the 30HY Name (including, without limitation, as a location or address identifier and as part of any Building logo, if applicable, but only in accordance with Section 1.4.7). No use by any Name Licensee of such license shall impose, or be deemed to impose, any liability on any 30HY Name Licensor, or any other party, or on any other Name Licensee in any manner.

(iii) In the event the Tower Building is renamed by the Tower Board or its designee, as above provided, then each Name Licensee shall have, and shall be deemed to have been granted by the Tower Board or its designee, as applicable, a non-exclusive license with respect to any such Tower Building Name similar to that referred to in Section 1.4.2(i), on terms and conditions similar to those set forth in Section 1.4.2(i).

1.4.3 Ownership of Names; Sublicenses. Except as provided above, any other proposed use by the Name Licensees of the Tower Building Names must be approved in writing by the applicable Name Licensor. The Name Licensees hereby acknowledge and agree that subject to the license granted in Section 1.4.2 with respect to any Tower Building Names: (i) all uses of any of the TW Licenses and 30HY Licenses hereunder inure solely to the benefit of the applicable Name Licensor; (ii) the Tower Building Names will at all times remain the exclusive property of the applicable Name Licensor; (iii) nothing in the Condominium Documents shall confer upon any Name Licensees any right of ownership in any Tower Building Names; and (iv) the Name Licensees shall not now or in the future contest any licensing party’s ownership or the validity of any Tower Building Names or take any action impairing the rights of any licensee in the applicable Tower Building Names, including, without limitation, seeking to register any Tower Building Name as part of a composite mark or to register any confusingly similar mark or name. Notwithstanding anything hereinabove provided, each Name Licensee may sublicense such Name Licensee’s rights granted under Section 1.4.2 to its Occupants and others involved in the business and operations being conducted within a Unit or by its Occupants including, without limitation, agents, managers, consultants, partners and co-venturers of, and joint marketers with, such Name Licensee and its Occupants, provided, and only if any such sublicense provides, that such sublicensee shall use any Tower Building Names only within the scope of and pursuant to the terms of the license herein provided. Nothing in the preceding sentence is meant to require that a sublicense be granted to Persons who, without a sublicense, can legally use any Tower Building Names in connection with the use thereof by a Name Licensee (e.g., printers).

1.4.4 Termination of TW License by the Time Warner Unit Owner. The Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) shall have the right at any time after the Tower Building is no longer named for any WM Entity to notify the Condominium Board that it has elected to terminate the TW Licenses.

1.4.5 Termination of License. The license and right to use any Tower Building Names shall terminate when such Tower Building Name is no longer in effect in accordance with the provisions of this Section 1.4 (including, without limitation, as a result of the election by the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) in accordance with Section 1.4.4). Upon such termination the Condominium Board shall promptly take all necessary or appropriate actions to discontinue use of such Tower Building Names.

1.4.6 Other Names. Notwithstanding the provisions of Section 1.4.1, if any individual Unit(s) has or have an identifying name without reference to any TW Name (other than as a location identifier), the Unit Owner owning such Unit(s) or the Board(s) governing such Section(s) shall be free to use whatever name(s) such Unit Owner or Section designates for its/their Unit(s) or Section(s) or in its press releases or publicly distributed materials or signage, and/or on its architectural drawings and renderings. Each Board and Unit Owner shall endeavor, in its marketing materials and public announcements, to use the Retail Building Name to describe the Retail Building, the Tower Building Name to describe the Tower Building and any other name(s) chosen by a Unit Owner or Section pursuant to the preceding sentence when referring to any of the other Units or Sections (or any replacement name selected by the applicable Unit Owner or Board if the other Unit Owners and Boards are notified of such new name), but shall not have any liability to any Person for any failure to comply with this sentence, which failure shall not be considered a default or breach hereunder for any purpose.

1.4.7 Use of Names. Notwithstanding the foregoing or any other provision hereof, all uses of (x) the Condominium Name and any Building Names, and (y) identifying names pursuant to Section 1.4.6, must be consistent with the Project Standards.

1.4.8 Enforcement. The terms of any license granted in Sections 1.4.2(i) or (ii) may each be enforced (x) with respect to any TW Name, by the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) and TW Name Licensor or (y) with respect to the 30HY Name, by the 30HY Name Licensor, (z) with respect to any other Tower Building Name, the Tower Board, provided that the exclusive remedy for any breach of such license shall be an action for an injunction prohibiting the use by the applicable licensee that was in breach.

1.5 Development Rights. (a) In the event that any Unit Owner or its Declarant Net Lessee (as defined in the Condominium By-Laws) acquires additional Floor Area (as defined in Section 6.2) appurtenant to its Unit in accordance with the Zoning Resolution (as defined in Section 8.1) in excess of the amounts allocated thereto pursuant to Section 6.2 (the "Additional Unit Development Rights") such development rights (the "Development Rights") shall be added to the allocation to such Unit Owner's Unit (including any Exclusive Terraces and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto)) (and if such Unit is subject to a Declarant Net Lease (as defined in the Condominium By-Laws), the Additional Unit Development Rights shall be leased to the Declarant Net Lessee thereunder). The total amount of Floor Area allocated to a Unit, any Exclusive Terrace and any exclusive Tower Limited Common Element pursuant to Section 6.2 and this clause (a) shall be deemed the "Unit Development Rights".

(b) The Retail Unit shall be deemed allocated thereto any unused or additional Floor Area (other than as set forth in clause (a) above) that is or becomes appurtenant to the Property or a portion thereof (the “Excess Development Rights”) due to an upzoning of the Property or otherwise, including, without limitation, due to a remeasuring of the Building or approval of amended plans for the Building at the New York City Department of Buildings, where such remeasuring or amended plans results in the amount of Floor Area in the Building being less than the amount allocated to the Property pursuant to the HY ZLDA (or supplement thereof), provided that in no event shall the Excess Development Rights include any Floor Area that has been allocated to a Unit in accordance with Section 6.2 (as may be increased pursuant to clause (a) above), whether or not used by the applicable Unit Owner as of the date hereof or from time to time.

(c) The Unit Development Rights or (in the case of the Retail Unit Owner) Excess Development Rights, as the case may be, may be utilized by the owner or lessee thereof (together with any successor owner or lessee of all or a portion of the Unit Development Rights or Excess Development Rights, as the case may be, the “Development Rights Owner”) or transferred or leased (i) to a Board or, another Unit Owner, or (ii) to a third party pursuant to a zoning lot development agreement (a “ZLDA”). (Any such transferee or lessee is referred to herein as a “Development Rights Purchaser”).

(d) The Boards and each Unit Owner shall be required, upon the request of the Development Rights Owner or a Development Rights Purchaser, to execute and deliver any documents or applications reasonably required in connection with any ZLDA, provided that no such ZLDA shall adversely affect the rights of any Unit Owner (other than the Development Rights Owner) or the Boards and shall be in compliance with the terms of the HY ZLDA and the HY DZLR. No cost of such ZLDA or any required amendment to this Declaration or the Floor Plans shall be borne by any Unit Owner (other than the Development Rights Owner) or the Boards.

(e) Without limiting the foregoing, the Unit Owners hereby irrevocably nominate, constitute and appoint the Development Rights Owner or its designee as such Unit Owner’s attorney-in-fact, coupled with an interest and with power of substitution to (i) effectuate the acquisition, sale, lease, transfer, assignment, sublease, pledge, hypothecation or encumbrance of, or other action by the Development Rights Owner with respect to its Unit Development Rights or Excess Development Rights, as applicable; (ii) effectuate the use of its Unit Development Rights or Excess Development Rights for any purpose, including, without limitation, to effect an increase in the size of its Unit, Exclusive Terrace or any exclusive Tower Limited Common Element (as set forth in Article 15 of this Declaration or Exhibit O hereto) (subject, however, to the provisions of Section 1.5(f)); (iii) execute any ZLDAs or other instruments required to consummate the transfer of its Unit Development Rights or Excess Development Rights or (iv) permit the Development Rights Purchaser to acquire and utilize development rights from other zoning lots, including, without limitation, development rights attributable to landmark parcels (as that term is used in the Zoning Resolution) located in blocks neighboring the block in which the Property is located, provided that the actions described in clauses (i) through (iv), applicable, are carried out in accordance with applicable provisions of the Zoning Resolution and without cost or adverse effect upon any Board or any Unit Owner other than the Development Rights Owner.

(f) Any mortgagee and other Party in Interest (as defined in Section 8.1) holding a mortgage secured by a Unit or having another interest in a Unit, upon the making of said mortgage or acquiring such interest is deemed to have consented to and subordinated to the foregoing rights of the Development Rights Owner or its designee with respect to the Unit Development Rights and the Excess Development Rights. Notwithstanding the foregoing, such mortgagee or other Party in Interest shall be required, upon the request of the Development Rights Owner or a Development Rights Purchaser, to execute and deliver any waivers, consents and subordinations with respect to the HY ZLDA or any other ZLDA or the transfer of the Unit Development Rights or the Excess Development Rights, as applicable, to the Development Rights Purchaser.

(g) Notwithstanding anything to the contrary contained herein, neither the Development Rights Owner nor its designee nor any Development Rights Purchaser shall be permitted to utilize the Unit Development Rights or the Excess Development Rights, as the case may be, in such a manner that would increase the height or expand the exterior dimensions of a Unit or the Building.

(h) In the event the Unit Development Rights or Excess Development Rights are used in a manner that increases the rentable square foot area of any Unit, Exclusive Terrace or any exclusive Tower Limited Common Element (as set forth in Article 15 of this Declaration or Exhibit O hereto), there shall be an equitable adjustment of the Common Interest for each of the Units.

## ARTICLE 2

### THE LAND

Included in the Property described in Article 1 is that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the City, County and State of New York. The Land is owned, as of the date hereof, by Declarant in fee simple absolute and has an area of approximately 198,898 square feet.

## ARTICLE 3

### THE BUILDING

A description of the building (the "Building"), including the number of stories, cellars, subcellars and units and the principal materials of which it is constructed, is set forth in Exhibit L annexed hereto and made a part hereof. The northern tower portion of the Building, as more particularly depicted on Exhibit L annexed hereto, which includes, among other things, the Tower Section, is referred to as the "Tower Building". The southern base portion of the Building, as more particularly described on said Exhibit L, which includes, among other things, the Retail Unit, is referred to as the "Retail Building". The Building classifications and floor designations shall be subject to change in an Amendment to this Declaration (and/or the Condominium By-Laws and Floor Plans, as may be appropriate) made in accordance with Article 17 of the Condominium By-Laws, provided that such changed designation(s) comply at

all times with all applicable Laws, Insurance Requirements and the Underlying Agreements; and further provided that in no event shall any such changed designation(s) conflict or overlap with any floor designations then in effect.

Without limiting the foregoing, the references to floor numbers currently contained in this Declaration (other than Exhibit L annexed hereto) and the Condominium By-Laws are based on designated construction floors and Exhibit X annexed hereto sets forth the display floor equivalents of such designated construction floors.

## ARTICLE 4

### THE PROPERTY; UNIT OWNERS; STREET ADDRESSES

#### 4.1 The Units Generally.

4.1.1 General. The location of each Unit is shown on and is governed by the Original Floor Plans, as amended and restated by the Floor Plans certified by Kohn Pedersen Fox Associates P.C., as Condominium Plan No. 2639-A and submitted for recording the City Register's Office simultaneously with the recording of this Declaration (such plans, as the same may be further amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with this Declaration and the Condominium By-Laws, the "Floor Plans").

4.1.2 Common Interest. Schedule B annexed hereto and made a part hereof sets forth, among other things, the following supplementary data with respect to each Unit necessary for the further proper identification thereof: Unit designation; tax lot number; statement of location; approximate square foot area; and the proportionate, undivided interest in fee simple absolute (expressed as a percentage) in the Common Elements (the "Common Interest") appurtenant to such Unit and, if applicable, Tower Common Interest (as defined in the Tower By-Laws) appurtenant to such Tower Unit.

4.2 Unit Descriptions. The Building contains, in addition to the Common Elements (as defined in Article 7):

(i) the Unit designated as "Retail – Tax Lot No. 1301" on the Floor Plans (such areas being inclusive of, but not limited to, the Retail Loading Dock, the roof of the Retail Building (the "Retail Building Roof"), the Retail Systems (as defined in the Condominium By-Laws), passenger elevators designated as 201-212, 214 and 216 on the Floor Plans and service elevators designated as 301-306, and 308-312, all as shown on the Floor Plans together with their shafts, pits, slab openings, overrun and mechanical rooms, the internal stairways and escalators located within such Unit, storefronts, awnings and canopies appurtenant to such Unit, and any dedicated mechanical equipment and in each case, exclusive of any Common Elements contained therein, the "Retail Unit");

(ii) the unit designated as "Time Warner – Tax Lot No. 1302" on the Floor Plans (such areas being inclusive of, but not limited to, the Time Warner lobby areas, the areas designated as Time Warner Messenger Center on the Floor Plans (the "Time Warner Messenger Center"), the Time Warner Systems (as defined in the Condominium By-Laws), passenger elevators designated as A1-A6, B1, B2, B5, B6, and E1-E9 on the Floor Plans and

service elevators designated as 103, 104, 105 and 106 on the Floor Plans, together with their shafts, pits, slab openings, overrun and mechanical rooms, the internal stairways and escalators located within such Unit, and any dedicated mechanical equipment and Time Warner Systems and in each case, exclusive of any Common Elements contained therein, the "Time Warner Unit");

(iii) the Unit designated as "Observation Deck – Tax Lot No. 1304" on the Floor Plans (such areas being inclusive of, but not limited to, the Observation Deck Systems (as defined in the Condominium By-Laws)), passenger elevators designated as J1-J2, 15 and 16 on the Floor Plans and any service elevators designated on the Floor Plans as being part of the Ob Deck Unit together with their shafts, pits, slab openings, overrun and mechanical rooms and dedicated mechanical equipment, the internal stairways and escalators located within such Unit, storefronts, awnings and canopies appurtenant to such Unit and any dedicated mechanical equipment and Observation Deck Systems, and in each case, exclusive of any General Common Elements contained therein, the "Ob Deck Unit");

(iv) the Unit designated as "RHY – Tax Lot No. 1303" on the Floor Plans (such areas being inclusive of, but not limited to, the internal stairways located within such Unit and any dedicated mechanical equipment and RHY Systems, and in each case, exclusive of any General Common Elements contained therein, the "RHY Unit");

(v) the Unit designated as "OX – Tax Lot No. 1305" on the Floor Plans (such areas being inclusive of, but not limited to, the internal stairways located within such Unit and any dedicated mechanical equipment and OX Systems, and in each case, exclusive of any General Common Elements contained therein, the "OX Unit");

(vi) the Unit designated as "PE 1 – Tax Lot No. 1306" on the Floor Plans (such areas being inclusive of, but not limited to, the lobbies, PE podium passenger elevators designated as D1-D4 on the Floor Plans, together with their shafts, pits, slab openings, overrun and mechanical rooms and the internal stairways located within such Unit and any dedicated mechanical equipment and PE Systems, and in each case, exclusive of any General Common Elements contained therein, the "PE 1 Unit");

(vii) the Unit designated as "PE 2 – Tax Lot No. 1307" on the Floor Plans (such areas being inclusive of, but not limited to, the lobbies, elevators designated as PE 2 on the Floor Plans, together with their shafts, pits, slab openings, overrun and mechanical rooms and the internal stairways located within such Unit and any dedicated mechanical equipment, and in each case, exclusive of any General Common Elements contained therein, the "PE 2 Unit"); and

(viii) the Unit designated as "WF – Tax Lot No. 1308" on the Floor Plans (such areas being inclusive of, but not limited to, the internal stairways located within such Unit and any dedicated mechanical equipment and WF Systems, and in each case, exclusive of any General Common Elements contained therein, the "WF Unit").

4.3 Units. In addition to that which is set forth in Section 4.2, each Unit shall include the following (in each case, with respect to the applicable Unit):

4.3.1 the halls, passages, corridors, landings and lobbies, on, or connecting, the portions of floors of the Building constituting the Unit (or such Unit's Exclusive Terraces (as defined in Section 7.1)), whether or not specifically identified on the Floor Plans as part of the Unit, to the extent not shown on the Floor Plans as constituting part of a Common Element or other Unit;

4.3.2 those stairs and stairways in the Building shown on the Floor Plans as part of the Unit (and excluding those stairs, stairways and fire stairways in the Building shown on the Floor Plans as constituting part of a Common Element or other Unit);

4.3.3 all other Equipment existing in the Building or on the Property which exclusively serves or exclusively benefits the Unit (to the extent not constituting a Common Element or part of another Unit);

4.3.4 the applicable Individual Unit Systems, and those portions of the various systems of the Building from and after the point at which such systems are no longer part of the "Building Systems" (as defined in the Condominium By-Laws) by virtue of their exclusive service, beyond such point, to the applicable Unit; and

4.3.5 all other Equipment or systems existing in the Building or on the Property which exclusively serves or exclusively benefits the applicable Unit Owner, and all mechanical room(s) containing such Equipment or systems to the extent exclusively used or benefitting the applicable Unit Owner (to the extent not constituting a Common Element or other Unit), including, without limitation, the concrete lids (shown as mechanical room ceiling on the Floor Plans) of rooms in double-height mechanical spaces.

4.4 Unit(s); Tower Unit(s). The Retail Unit, the Time Warner Unit, the RHY Unit, the OX Unit, the PE 1 Unit, the PE 2 Unit, the WF Unit and the Ob Deck Unit (and any units resulting from any permitted subdivision or combination of such units, as provided herein) are sometimes herein collectively referred to as the "Units" and individually as a "Unit". The PE 1 Unit and PE 2 Unit are collectively referred to as the "PE Units". Any two or more of the RHY Unit, OX Unit, PE 1 Unit, PE 2 Unit or WF Unit is sometimes herein referred to as "Office Units". Any one of the Time Warner Unit, RHY Unit, OX Unit, PE 1 Unit, PE 2 Unit, WF Unit or Ob Deck Unit is sometimes herein singly referred to as a "Tower Unit"; and any two or more of such units are referred to herein as "Tower Units." The Tower Units, together with the Tower Limited Common Elements as described in Article 7, are collectively referred to herein as the "Tower Section". The owner of the Retail Unit at any given time is herein called the "Retail Unit Owner". The owner of the RHY Unit at any given time is herein called the "RHY Unit Owner". The owner of the OX Unit at any given time is herein called the "OX Unit Owner". The owner of the PE 1 Unit at any given time is herein called the "PE 1 Unit Owner". The owner of the PE 2 Unit at any given time is herein called the "PE 2 Unit Owner". The owners of the PE Units at any given time are herein collectively called the "PE Unit Owners". The owner of the WF Unit at any given time is herein called the "WF Unit Owner". Subject to the definition of "Person" in Exhibit 1 to the Condominium By-Laws and Section 3.7.3 of the Condominium By-Laws, the owner of the Time Warner Unit at any given time is herein called the "Time Warner Unit Owner". The owner of the Ob Deck Unit at any given time is herein called the "Ob Deck Unit Owner". Retail Unit Owner, RHY Unit Owner, OX Unit Owner, PE 1



Unit Owner, PE 2 Unit Owner, WF Unit Owner, Time Warner Unit Owner and Ob Deck Unit are, as applicable, sometimes hereinafter referred to as the “Unit Owners” and individually as a “Unit Owner”. The Unit Owners of the Tower Units are sometimes hereinafter referred to as the “Tower Unit Owners” and individually as a “Tower Unit Owner”. The Unit Owners of the Office Units are sometimes hereinafter referred to as the “Office Unit Owners” and individually as an “Office Unit Owner”.

4.5 Street Addresses. As of the date hereof, the street address of the Tower Building and Retail Building will initially be 500 West 33rd Street, New York, New York 10001. The vanity address assigned by the Manhattan Borough President’s Office for the Tower Building is 30 Hudson Yards and for the Retail Building is 20 Hudson Yards (or such other address or name as the Retail Unit Owner determines in its sole discretion, subject to any necessary approvals by the Manhattan Borough President’s Office). Nothing herein is intended to alter the rights of TWNY (or its designee) pursuant to Section 1.4.1 hereof.

## ARTICLE 5

### LOADING DOCKS; TOWER MANAGEMENT OFFICE; SIGNAGE

#### 5.1 Tower A Loading Dock.

5.1.1 Tower Unit Owners. The Tower A Loading Dock shall be used for loading and unloading of trucks and other vehicles providing freight and supplies to or from the Tower Units (subject to the exclusive use of the VIP Drop Off/Waiting Area provided in Section 15.17). Each Tower Unit Owner shall have a non-exclusive easement for use of the Tower A Loading Dock as a loading dock (subject to Section 5.1.2, the Loading Dock Management Plan and the Tower A Loading Dock Rules (as defined in Section 5.1.3)), and each Tower Unit Owner shall jointly have an easement to use the common entrance and driveway area to the Tower A Loading Dock (including, without limitation, the VIP Drop Off/Waiting Area) from West 33rd Street as shown on the Floor Plans for vehicular ingress to and egress from the Tower A Loading Dock. The VIP Drop Off/Waiting Area of the Tower A Loading Dock, as shown on the Floor Plans, shall be used as provided in Section 15.17, and each Tower Unit Owner shall have easement rights thereto as provided in such Section 15.17. The Tower A Loading Dock shall be operated, governed, controlled and maintained by the Tower Board, and the Tower Board shall from time to time promulgate, amend, modify or restate Tower A Loading Dock Rules as provided in Section 5.1.3.

5.1.2 Time Warner Unit Owner Exclusive Easement Rights. For so long as the Primary Occupancy Test is met and any portion of the Time Warner Unit is being used as a broadcast studio (or other media production operation with a comparable need for vehicular usage) by one or more WM Entities satisfying such Primary Occupancy Test (collectively, the “Primary Occupancy Test Occupant”) (all of the foregoing collectively, the “Broadcast Conditions”), the Time Warner Unit shall have an exclusive easement to be exercised only by or for the benefit of the Primary Occupancy Test Occupant to use the Tower A TW Parking Spaces (located in the TW Dedicated Loading Dock Area Easement as shown as Area 04 in the Tower A Loading Dock on the Floor Plans and more particularly depicted as Crew Parking on Exhibit R annexed hereto and made a part hereof) for parking of vehicles used for broadcast studio or other

media production operations by the Primary Occupancy Test Occupant (collectively, “Broadcast Vehicles”) and up to five (5) vehicles which are not Broadcast Vehicles and the storage of equipment related to broadcast studio or other media production operations (collectively, “Broadcast Equipment”) (but, in each case, not for the loading or unloading of freight in connection with any business operations). The foregoing rights of Time Warner Unit Owner shall be subject to the permanent and perpetual non-exclusive easement for scheduled or emergency access provided in Section 2(b) of the Supplement to Master Declaration with respect to the “LIRR Fan Replacement Route” shown on Exhibit Z annexed hereto. Notwithstanding the foregoing, in the event the Broadcast Conditions are no longer satisfied, the Primary Occupancy Test Occupant shall be entitled to use the Tower A TW Parking Spaces for parking vehicles which are not Broadcast Vehicles. Each of the foregoing easements include the rights of ingress to and egress from the Tower A Loading Dock. As used herein, the “Primary Occupancy Test” means Warner Media, LLC or its Corporate Successor occupy at least 525,000 Rentable Square Feet in the aggregate in the Time Warner Unit (other than during any temporary period that one or more WM Entities may not occupy the same due to construction, move-in, Alterations, casualty, temporary condemnation and/or Force Majeure, provided that one or more WM Entities promptly reoccupy (or commence occupancy of, as applicable) the Time Warner Unit after the conclusion of such construction, move-in, Alterations, casualty, temporary condemnation and/or Force Majeure event).

5.1.3 Additional Requirements. Each easement and right granted under this Section 5.1 is granted subject to, and must be exercised in compliance with, all Laws and the terms of the Underlying Agreements, this Declaration, all Insurance Requirements, the Condominium By-Laws, Tower By-Laws and any General Rules and Regulations or Tower Rules and Regulations as may be (or have been) adopted from time to time including, without limitation, the rules and regulations adopted by the Tower Board with respect to use of the Tower A Loading Dock (as the same may be amended, restated, replaced, supplemented and otherwise modified from time to time by the Tower Board as more particularly provided in the Tower By-Laws, the “Tower A Loading Dock Rules”). Notwithstanding the foregoing, (i) the Tower A Loading Dock Rules shall be subject to the TW Priority Deliveries Schedule attached hereto as Exhibit AA, (ii) any amendment, restatement, replacement, supplement or other modification to the TW Priority Deliveries Schedule shall be subject to the approval of the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner), which shall not be unreasonably withheld, conditioned or delayed, and (iii) subject to clauses (i) and (ii), the Tower Board shall not adopt or apply any Tower A Loading Dock Rules in a discriminatory manner so as to thereby materially adversely affect one Unit Owner and not the others or so as impair in more than a *de minimis* manner the right of any Tower Unit Owner to use its Unit for the purposes permitted herein.

## 5.2 Retail Loading Dock.

5.2.1 Retail Loading Dock; Pedestrian Access. The loading dock and bays shown on the Floor Plans as the Retail Loading Dock (the “Retail Loading Dock”) are located within the Retail Unit, and shall be operated, governed, controlled and maintained at all times by the Retail Unit Owner. All Unit Owners shall have the rights of pedestrian (but not vehicular) ingress and egress through the Retail Loading Dock to access the Tower A Loading Dock through the Tower Walking Path Easement (as shown as Area 05 on the Floor Plans).

5.2.2 Time Warner Unit Owner Exclusive Easement Rights. For so long as the Broadcast Conditions (including the Primary Occupancy Test) are met, the Time Warner Unit shall have an exclusive easement to be exercised only by or for the benefit of the Primary Occupancy Test Occupant to use the Destination Retail TW Parking Spaces (located in the TW Retail Dedicated Loading Dock Area Easement as shown as Area 04a in the Retail Unit Loading Dock on the Floor Plans and more particularly depicted as Crew Parking on Exhibit R annexed hereto and made a part hereof) twenty-four (24) hours per day, seven (7) days per week for the parking of Broadcast Vehicles and the storage of Broadcast Equipment (but in each case not for the loading or unloading of freight in connection with any business operations). The Primary Occupancy Test Occupant shall have unobstructed rights of ingress and egress through the Retail Loading Dock twenty-four (24) hours per day, seven (7) days per week to utilize the easement granted pursuant to this Section 5.2.2 through the TW Loading Dock Access Easement Areas shown as Area 03 on the Floor Plans. The Time Warner Unit Owner shall pay to the Retail Unit Owner its pro rata share of the actual reasonable out-of-pocket costs incurred by Retail Unit Owner in connection with maintaining, operating and Repairing (as defined in the Condominium By-Laws) the Retail Loading Dock based on the number of loading bays utilized by the Destination Retail TW Parking Spaces as a proportion of total available loading bays, which costs shall be billed by, or on behalf of, the Retail Unit Owner to the Time Warner Unit Owner from time to time and payable by the Time Warner Unit Owner to the Retail Unit Owner within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the Time Warner Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Retail Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate (as defined in the Condominium By-Laws). The Retail Unit Owner may promulgate reasonable rules and regulations from time to time with respect to the Time Warner Unit Owner's exercise and usage of this easement and the Destination Retail TW Parking Space consistent with the provisions of the Condominium Documents and without limiting any rights of any Board or the Retail Unit Owner otherwise set forth herein, provided that no such rules and regulations shall be inconsistent with the Traffic Management Plan or the Time Warner Unit Owner's unobstructed rights of access contained in this Section 5.2.2 and shall at all times be in accordance with the last sentence of Section 5.2.3 of the Declaration.

5.2.3 Additional Requirements. Each easement and right granted under this Section 5.2 is granted subject to, and must be exercised in compliance with, all Laws and the terms of the Underlying Agreements, this Declaration, all Insurance Requirements, the Condominium By-Laws and any General Rules and Regulations as may be adopted from time to time consistent with the provisions of the Condominium Documents, including, without limitation, any rules and regulations adopted by the Retail Unit Owner from time to time with respect to use of the Retail Loading Dock (as the same may be promulgated amended, restated, replaced, supplemented and otherwise modified from time to time by the Retail Unit Owner, the "Retail Loading Dock Rules") which Retail Loading Dock Rules shall be consistent with the Loading Dock Management Plan. The Retail Unit Owner shall not adopt or apply any Retail Loading Dock Rules in a discriminatory manner so as to thereby materially adversely (and without justification) affect the Time Warner Unit Owner and not the other users of the Retail Loading Dock or so as impair in more than a *de minimis* manner the ability of the Time Warner Unit Owner to use the TW Retail Dedicated Loading Dock Area Easement for the purposes permitted herein.

5.3 Loading Dock Management Plan. The Loading Dock Management Plan included in Exhibit P attached hereto and made a part hereof (the "Loading Dock Management Plan") sets forth the plan for management and use of, and vehicular circulation within and around, the Tower A Loading Dock and the Retail Loading Dock. The Loading Dock Management Plan shall not be amended, restated, replaced, supplemented or otherwise modified without the prior written approval of the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) if such amendment, restatement, replacement, supplement or other modification has more than a *de minimis* adverse effect on the ability of the Time Warner Unit Owner to receive deliveries at the Tower A Loading Dock as provided in the TW Priority Deliveries Schedule (set forth in Exhibit AA attached hereto) without delays to more than a *de minimis* extent.

5.4 Tower Management Office. From and after the date hereof, the Condominium Board and/or the Tower Board shall have the right to use, and permit its managing agent to use, all or any portion of the General Common Elements (with respect to the Condominium Board) or Tower Limited Common Elements (with respect to the Tower Board) which may be designated as a management office and/or may lease or license all or any portion of such space to the Association (as defined in Section 8.1), the owner of the FASP Plaza Parcel (as such term is defined in the ERY FAPOA Declaration) (the "Plaza Owner") or other third party for security and other administrative purpose association with the Eastern Rail Yard provided the Association, Plaza Owner or other third party shall pay to the Condominium Board commercially reasonable market rents therefor. The Condominium Board and/or the Tower Board shall, from time to time, agree to enter into a lease, license or other agreement with the Association, Plaza Owner or other third party to evidence such rights and commercially reasonable market rents payable therefor. The Condominium Board may lease or license all or any portions of such General Common Elements designated as a management office to the Tower Board for use by the Tower Board and/or its managing agent. Any revenue or cash flow generated from such leasing or licensing of such General Common Elements, if the same are located in the Tower Building, shall be distributed pro rata by Common Interest among the Tower Unit Owners. The provisions of this Section 5.4 shall be subject to the provisions of Section 2.16 of the Condominium By-Laws.

5.5 Signage. No Unit Owner (or its Occupants) shall be permitted to install any signage which is located on or is otherwise visible from the outside of its Unit, except in accordance with the guidelines, limitations and restrictions respecting Building signage as are set forth on Exhibit E annexed hereto and made a part hereof (the "Signage Plan"), the provisions of Article 8 of the Condominium By-Laws and applicable Law.

## ARTICLE 6

### DIMENSIONS OF UNITS; FLOOR AREA

#### 6.1 Dimensions.

6.1.1 The boundaries of each of Units consist of: the area measured horizontally from the exterior face of exterior walls to the applicable demising line of any Exclusive Use Common Elements or General Common Elements within a Unit, including

concealed metal studs, blockwork, columns and mechanical pipes and ducts that are in the interior walls, or center line of partitions separating one Unit from another Unit, or Unit side face of partitions at corridors, stairs, elevators and other mechanical equipment spaces. Any Common Elements located within any Unit shall be included as part of that Unit for purposes of measurement only. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. Each Unit includes, and each Unit Owner shall be responsible for, all fixtures, equipment and other items of personalty, including, without limitation, all plumbing and heating fixtures and equipment, and other appliances as may be contained in, affixed, attached or appurtenant to such Unit, other than as may constitute part of the Common Elements. Plumbing and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include water or other pipes, conduits, wiring or ductwork within the walls, ceiling or floors to the extent the same constitute part of the Building Systems. Except as otherwise expressly set forth herein, each Unit shall also include all lighting and electrical fixtures and appliances within the Unit and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Unit to the extent located within such Unit and serving or benefiting only that Unit. Each Unit shall also include any elevator(s) designated as part of such Unit on the Floor Plans, including the elevator cabs, overruns, shafts, pits, tanks, pumps, motors, fans, compressors, control and other related equipment in connection therewith.

6.2 Floor Area. The allocations of Floor Area (as hereinafter defined) reflected in the following provisions of this Section 6.2 represent the initial allocation among the Units of aggregate Floor Area of the Building.

6.2.1 Retail Unit. Initially, 965,943 square feet of Floor Area shall be utilized by the Retail Unit. However, initially, 976,486 square feet of Floor Area shall be allocated to the Retail Unit (without taking into account any Excess Development Rights which may belong to the Retail Unit from time to time pursuant to Section 1.5 hereof). Subject to compliance with the provisions of this Declaration and the Condominium By-Laws applicable to Alterations, the Retail Unit Owner may alter the Retail Unit (or elements within such area) in a manner that affects the calculation of Floor Area within the Retail Unit (and only the Retail Unit), provided that the Retail Unit shall in no event exceed 976,486 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5.

6.2.2 Time Warner Unit. Initially, 1,008,402 square feet of Floor Area shall be utilized by the Time Warner Unit, the Time Warner Unit Exclusive Terraces (which initially utilize 0 square feet of Floor Area) and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto). However, initially, 1,024,696 square feet of Floor Area shall be allocated to the Time Warner Unit and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto), which includes 1,008,402 square feet of Floor Area of Floors 12 through 38 of the Tower Building, 0 square feet of Floor Area for the Time Warner Unit Exclusive Terraces, and 16,293 square feet of Floor Area of additional space that the Time Warner Unit Owner may utilize in connection with future infill work. Subject to compliance with the provisions of this Declaration, Condominium By-Laws and the Tower By-Laws applicable to Alterations, the Time Warner

Unit Owner may alter the Time Warner Unit, the Time Warner Unit Exclusive Terraces or any exclusive Tower Limited Common Elements (or elements within such areas) in a manner that affects the calculation of Floor Area within the Time Warner Unit, Time Warner Unit Exclusive Terraces and any exclusive Tower Limited Common Elements (and only the same), provided that the Time Warner Unit, Time Warner Unit Exclusive Terraces and any exclusive Tower Limited Common Elements, collectively, shall in no event exceed 1,024,696 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5. Such Floor Area shall constitute Time Warner Unit Owner's Unit Development Rights for purposes of Section 1.5(a), and, further provided that in the event of any change in the calculation of Floor Area within the Time Warner Unit (including, in connection with future infill work, conversion of mechanical space to occupiable space or construction of one or more mezzanine floors within double-height studio floors), Common Interests shall be adjusted as set forth in Section 1.5(h) hereof.

6.2.3 [Intentionally Omitted.]

6.2.4 Ob Deck Unit. Initially, 67,634 square feet of Floor Area shall be allocated to the Ob Deck Unit and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto). Subject to compliance with the provisions of this Declaration, the Condominium By-Laws and the Tower By-Laws applicable to Alterations, the Ob Deck Unit Owner may alter the Ob Deck Unit and any exclusive Tower Limited Common Elements (or elements within such areas) in a manner that affects the calculation of Floor Area within the Ob Deck Unit and any exclusive Tower Limited Common Elements (and only the same), provided that the Ob Deck Unit and any exclusive Tower Limited Common Elements shall in no event exceed 67,634 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5 or subject to any increase following the exercise, if any, of the purchase option for the Ob Deck Option Space set forth in Section 8.9 hereof.

6.2.5 RHY Unit. Initially, 165,578 square feet of Floor Area shall be allocated to the RHY Unit and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto). Subject to compliance with the provisions of this Declaration, the Condominium By-Laws and the Tower By-Laws applicable to Alterations, the RHY Unit Owner may alter the RHY Unit or any exclusive Tower Limited Common Elements (or elements within such areas) in a manner that affects the calculation of Floor Area within the RHY Unit and any exclusive Tower Limited Common Elements (and only the same), provided that the RHY Unit and any exclusive Tower Limited Common Elements, collectively, shall in no event exceed 165,578 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5.

6.2.6 OX Unit. Initially, 28,848 square feet of Floor Area shall be allocated to the OX Unit and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto). Subject to compliance with the provisions of this Declaration, the Condominium By-Laws and the Tower By-Laws applicable to Alterations, the OX Unit Owner may alter the OX Unit or any exclusive Tower Limited Common Elements (or elements within such areas) in a manner that affects the calculation of Floor Area within the OX Unit and any exclusive Tower Limited Common Elements (and only the same), provided that the OX Unit and any exclusive Tower Limited Common Elements, collectively, shall in no event

exceed 28,848 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5.

6.2.7 PE 1 Unit. Initially, 182,857 square feet of Floor Area shall be utilized by the PE 1 Unit, the PE Unit 1 Exclusive Terrace (which initially utilizes 0 square feet of Floor Area) and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto), collectively. However, initially, (subject to the parenthetical at the end of this sentence) 187,177 square feet of Floor Area shall be allocated to the PE 1 Unit, the PE Unit 1 Exclusive Terrace and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto), collectively, which includes 181,288 square feet of Floor Area for the PE 1 Unit, 1,569 square feet of Floor Area for the exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto), and 4,320 square feet of Floor Area for the PE 1 Unit Exclusive Terrace that the PE 1 Unit Owner may utilize in connection with a future installation(s) of a windscreen (however, utilization of such 4,320 square feet of Floor Area shall only be permitted following payment by the PE 1 Unit Owner of its purchase price obligation to the Retail Unit Owner pursuant to a separate agreement). Subject to compliance with the provisions of this Declaration, the Condominium By-Laws and the Tower By-Laws applicable to Alterations, the PE 1 Unit Owner may alter PE 1 Unit, the PE 1 Unit Exclusive Terrace or any exclusive Tower Limited Common Elements (or elements within such areas) in each case in a manner that affects the calculation of Floor Area within the PE 1 Unit, PE 1 Unit Exclusive Terrace and any exclusive Tower Limited Common Elements (and only the same), provided that the PE 1 Unit, PE 1 Unit Exclusive Terrace and any exclusive Tower Limited Common Elements, collectively, shall in no event exceed 187,177 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5. Such Floor Area shall constitute PE 1 Unit Owner's Unit Development Rights for purposes of Section 1.5(a), and, further provided that in the event of any change in the calculation of Floor Area within the PE 1 Unit (other than in connection with the installation of a screen on the PE 1 Unit Exclusive Terrace), Common Interests shall be adjusted as set forth in Section 1.5(h) hereof.

6.2.8 PE 2 Unit. Initially, 49,049 square feet of Floor Area shall be allocated to PE 2 Unit and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto), collectively. Subject to compliance with the provisions of this Declaration, the Condominium By-Laws and the Tower By-Laws applicable to Alterations, the PE 2 Unit Owner may alter PE 2 Unit or any exclusive Tower Limited Common Elements (or elements within such areas) in each case in a manner that affects the calculation of Floor Area within the PE 2 Unit and any exclusive Tower Limited Common Elements (and only the same), provided that the PE 2 Unit and any exclusive Tower Limited Common Elements, collectively, shall in no event exceed 49,049 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5.

6.2.9 WF Unit. Initially, 308,591 square feet of Floor Area shall be allocated to the WF Unit and any exclusive Tower Limited Common Elements (as set forth in Article 15 of this Declaration or Exhibit O hereto). Subject to compliance with the provisions of this Declaration, the Condominium By-Laws and the Tower By-Laws applicable to Alterations, the WF Unit Owner may alter the WF Unit or any exclusive Tower Limited Common Elements (or elements within such areas) in a manner that affects the calculation of Floor Area within the WF

Unit and any exclusive Tower Limited Common Elements (and only the same), provided that the WF Unit and any exclusive Tower Limited Common Elements, collectively, shall in no event exceed 308,591 square feet of Floor Area in the aggregate, subject to any increase permitted by Section 1.5.

6.2.10 As used herein, "Floor Area" shall have the meaning ascribed to such term in the Zoning Resolution, as the same is in effect on the date the Declaration is recorded in the City Register's Office.

6.2.11 Notwithstanding the foregoing provisions of this Section 6.2, the Retail Unit Owner shall have the right to assign, from time to time, any of its unused Floor Area (whether deriving from its Excess Development Rights or otherwise) to another Unit Owner upon notice to the Condominium Board.

## ARTICLE 7

### COMMON ELEMENTS

7.1 Common Elements. The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Building and improvements thereon, other than the Units. The Common Elements are comprised of the General Common Elements, the Tower Limited Common Elements, the Time Warner Unit Exclusive Terraces and the PE 1 Unit Exclusive Terrace, all of which are described in this Article 7, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article 7). The Time Warner Unit's Exclusive Terraces and the PE 1 Unit's Exclusive Terrace, respectively, are sometimes referred to herein as the "Exclusive Terraces".

7.2 General Common Elements. The "General Common Elements" consist of those portions of the Building that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property (other than those areas and items specifically identified as part of a Unit and/or the Tower Limited Common Elements and/or Exclusive Terraces) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers or any other utility provider). More specifically, the General Common Elements include, without limitation, the following (whether or not covered by the preceding sentence):

- (i) the Land, together with all easements, rights, and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration) and including subway station entrances (to the extent such entrances lie within the boundaries of the Land);
- (ii) the General Common Building Systems;



(iii) the Shared Boiler System (as defined in the Condominium By-Laws);

(iv) the following dedicated technology as depicted on the Technology Diagram attached to the Annex and associated pipes, conduits, cable chases, pull boxes and equipment (including all vertical and horizontal pathways within the Building connecting the same with the Shared Technology Equipment) (the "Dedicated Technology Equipment") (as the same exist following completion of initial construction of the Building) which Dedicated Technology Equipment shall be part of the Technology System (as defined in the Annex), subject to the rights and restrictions set forth in Section 15.19 of this Declaration:

(1) the eight (8) 4" conduits running from POE "A" into the Tower Building from 33<sup>rd</sup> Street, the eight (8) 4" conduits running from POE "B" into the Tower Building from 33<sup>rd</sup> Street, and the twelve (12) 1 ½" conduits running through the Technology System from 30<sup>th</sup> Street (collectively, the "TW Dedicated Technology Equipment"), in each case together with all connected or associated dedicated equipment and subject to Section 15.19.3 of this Declaration;

(2) the four (4) 4" conduits running from POE "A" into the Tower Building from 33<sup>rd</sup> Street, the four (4) 4" conduits running from POE "B" into the Tower Building from 33<sup>rd</sup> Street, and the four (4) 4" conduits from Retail POE "B" on 10<sup>th</sup> Avenue (collectively, the "WF Dedicated Technology Equipment"), in each case together with all connected or associated dedicated equipment and subject to Section 15.19.4 of this Declaration; and

(3) the two (2) 4" conduits running from POE "A" into the Tower Building from 33<sup>rd</sup> Street and the two (2) 4" conduits running from POE "B" into the Tower Building from 33<sup>rd</sup> Street (collectively, the "PE 1 Dedicated Technology Equipment"), in each case together with all connected or associated dedicated equipment and subject to Section 15.19.5 of this Declaration;

(4) the three (3) 4" conduits running from POE "A" into the Tower Building from 33<sup>rd</sup> Street and the three (3) 4" conduits running from POE "B" into the Tower Building from 33<sup>rd</sup> Street (collectively, the "RHY/OX/OBD Dedicated Technology Equipment"), in each case together with all connected or associated dedicated equipment and subject to Section 15.19.6 of this Declaration;

(5) the three (3) 4" conduits running from POE "A" into the Tower Building from 33<sup>rd</sup> Street, the three (3) 4" conduits running from POE "B" into the Tower Building from 33<sup>rd</sup> Street and the two (2) 4" conduits from Retail POE "B" on 10<sup>th</sup> Avenue (collectively, the "Plaza Dedicated Technology Equipment"), in each case together with all connected or associated dedicated equipment and subject to Section 15.19.7 of this Declaration;

(6) the one (1) 1 ½” sleeve in technology riser “A” and the one (1) 1 ½” sleeve in technology riser “B” each running from the “Meet-Me” Room on Floor 6 to Floors 62 through 64 (collectively, the “PE 2 Dedicated Technology Sleeves”), subject to Section 15.19.8 of this Declaration; and

(7) the four (4) 4” conduits from Retail POE “B” on 10<sup>th</sup> Avenue (collectively, the “Retail Dedicated Technology Equipment”), in each case together with all connected or associated dedicated equipment and subject to Section 15.19.10 of this Declaration;

(v) the following shared technology, as depicted on the Technology Diagram attached to the Annex and associated pipes, conduits, cable chases and equipment (the “Shared Technology Equipment”) which Shared Technology Equipment shall be part of the Technology System, subject to the rights and restrictions set forth in Section 15.19 of this Declaration:

(1) the pull chambers;

(2) the “Meet-Me” Rooms and Sitewide Consolidation Rooms “A” and “B” Rooms;

(3) the Retail Tech Room “B” and “C” located in the Retail Building; and

(4) the telecom cable risers;

(vi) the thermal systems, pipes and Equipment more particularly shown on Exhibit W (annexed hereto and made a part hereof);

(vii) the LIRR Easement (shown as Area 01 on the Floor Plans) and Retail Plaza Easement areas, as the same are shown on the Floor Plans;

(viii) the subway access areas, as the same are shown on the Floor Plans;

(ix) the installations on the Retail Building Roof designated as General Common Elements on the Floor Plans;

(x) any Building exterior lighting system, exclusive of portions thereof located within Exclusive Terraces (collectively, the “Building Exterior Lighting System”), the location of which exterior lighting is more particularly shown on Exhibit V;

(xi) the northeast corner entrance area from Tenth Avenue (the “Northeast Tower Entrance”), the escalators providing ingress and egress to and from the Northeast Tower Entrance, and the Floor 1 lobby area of the Tower Building adjacent thereto, all as shown on the Floor Plans as a General Common Element, each of which serves all Units and their respective Occupants;

(xii) the hallway areas adjacent to the Northwest Tower Entrance (as defined in Section 7.3(xiii)) which serve all Unit Owners and provides access to both the Retail Unit and Floor 01 Lobby Concourse, including all stairways and escalators for subway access and all other subway access areas as shown on the Floor Plans as a General Common Element;

(xiii) the Bike Storage Rooms located on Floor 0 and Floor 6, as shown on the Floor Plans;

(xiv) the stairways and escalators accessible from Floor 1 providing access to, and ingress and egress to and from the subway tunnel access areas, as shown on the Floor Plans;

(xv) the stairways in the Retail Building leading to the Retail Building Roof shown as General Common Elements in the Floor Plans;

(xvi) those stairs, stairways, fire stairways, halls, passages, corridors, landings and lobbies (or portions of any of the foregoing) in the Building shown on the Floor Plans as General Common Elements;

(xvii) structures on or above either of the Tower Roof (as defined in Section 7.3(i)) or the Retail Building Roof which serve the Retail Unit and one or more Tower Units, including, but not limited to, enclosed and non-enclosed machine rooms, electrical equipment rooms; cooling towers (which serve the Retail Unit and one or more Tower Units) and structural support and framing therefor, architectural lighting elements, water tanks, condenser water riser systems (except to the extent any of the foregoing constitute part of a Unit or Tower Limited Common Element); but excluding any Roof Telecom Platforms (as hereinafter defined) and any control, machine, equipment or similar rooms therefor and any Equipment located thereon or therein with respect to such Roof Telecom Platforms;

(xviii) the structural elements, foundations and foundation walls of the Building, whether or not located within any of the Units, including without limitation:

(1) the exterior curtainwall system of the Building including the glass or concealed block work or concealed structural members of said exterior curtain wall system and also including, without limitation, the interior portion of mullion window frames;

(2) the footings, columns, girders, beams, supports, concrete floor slabs, and other structural walls and members of the Building;

(3) walls (and the components and surfaces thereof) surrounding elevator shafts;

(4) all storm drains, leaders and gutters appurtenant to the Building; and

(5) the canopy of the Building.

(xix) all doors and exterior surfaces of all walls separating a Unit from any General Common Element;

(xx) all other mechanical rooms and mechanical areas in the Building containing equipment or systems serving the Retail Unit and one or more Tower Units as shown on the Floor Plans as General Common Elements, including, without limitation, the concrete lids (shown as mechanical room ceilings on the Floor Plans) of such rooms in double-height mechanical spaces;

(xxi) the fire command centers in the Retail Building and Tower Building;

(xxii) the ADA elevators designated as elevators 12, 14 and 215, and all elevator cabs, overruns, shafts, pits, tanks, pumps, motors, fans, compressors, control and other related equipment in connection therewith;

(xxiii) the service elevators in the Retail Building designated as elevators 307 and 314 on the Floor Plans, and all elevator cabs, overruns, shafts, pits, tanks, pumps, motors, fans, compressors, control and other related equipment in connection therewith;

(xxiv) the sidewalks, bollards and planters adjacent to the Building within the property line (but any ramps, stoops, steps or stairs from time to time leading from the sidewalk to an entrance of a Unit shall be part of such Unit); for the avoidance of doubt, the aforementioned does not modify the obligations of the Condominium Board for installation and maintenance of sidewalks, bollards and planters as may be provided for and undertaken by the Condominium Board under any agreement with the Association, the City of New York or its agencies, which obligation(s), to the extent such agreement(s) are entered into, will be a General Common Expense;

(xxv) [Intentionally Omitted.]

(xxvi) the "Tunnel Operation" easement agreement to be entered into between the Condominium Board, 50 HYMC Owner LLC, Hudson Boulevard Sliver Owner LLC, and Related Hudson Yards Manager LLC, in accordance with the provisions of these Condominium Documents, with all operating expenses and associated costs allocated to the Unit Owners as a General Common Expense as more particularly set forth on the Allocation Schedule;

(xxvii) whether or not specifically identified as part of the General Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all Equipment existing in the Building or on the Property (other than those areas and items specifically identified on the Floor Plans as part of a Unit and/or an Exclusive Terrace and/or Tower Limited Common Elements) the common use of and/or the benefit from which is necessary or convenient for the existence, maintenance, operation or safety of the Property.

7.3 Tower Limited Common Elements. The "Tower Limited Common Elements" consist of those portions of the Property designated on the Floor Plans as Tower Limited Common Elements; and also those Common Elements which exclusively serve or exclusively

benefit all or a combination of the Tower Units or the Tower Unit Owners whether or not designated as Tower Limited Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers). The Tower Limited Common Elements include, without limitation, the following (whether or not covered by the preceding sentence):

(i) the roof of the Tower Building as shown on the Floor Plans (the “Tower Roof”) and the roof structure and roof surface up to and including the crown and the crown elements (except as otherwise shown on the Floor Plans), subject to an easement in favor of Ob Deck Unit Owner shown as Area 21 on the Floor Plans and more particularly described in Exhibit Q to this Declaration;

(ii) structures on or above the Tower Roof which serve two or more Tower Units and do not serve the Retail Unit, including, but not limited to, enclosed and non-enclosed machine rooms, any elevator machine rooms (serving an elevator which is designated as a Tower Limited Common Element), electrical equipment rooms, cooling towers (which serve two or more Tower Units) and structural support and framing therefor, window washing equipment for cleaning the Tower Building windows, architectural lighting elements, water tanks, condenser water riser systems (except to the extent any of the foregoing constitute part of a Unit or General Common Elements); but excluding any Roof Telecom Platforms and any control, machine, equipment or similar rooms therefor and any Equipment located thereon or therein with respect to such Roof Telecom Platforms;

(iii) all hallways, circulation spaces and entranceways to the extent shown on the Floor Plans as Tower Limited Common Elements;

(iv) the halls, passages, corridors, landings and lobbies, on, or connecting, the portions of floors of the Building constituting the Tower Section and/or on which the Tower Units are located, whether or not specifically identified on the Floor Plans as part of the Tower Limited Common Elements, to the extent not shown on the Floor Plans as constituting part of another Common Element or Unit;

(v) those stairs and stairways (or portions thereof) in the Building shown on the Floor Plans as Tower Limited Common Elements (and excluding those stairs, stairways and fire stairways in the Building shown on the Floor Plans as constituting part of a General Common Element or Unit);

(vi) all other Equipment existing in the Building or on the Property which exclusively serves or exclusively benefits all or a combination of the Tower Units or the Tower Unit Owners (to the extent not constituting a General Common Element or part of a Unit);

(vii) all mechanical rooms and mechanical areas in the Building containing equipment or systems serving two or more Tower Units as shown as the Floor Plans as Tower Limited Common Elements, including, without limitation, the concrete lids (shown as mechanical room ceilings on the Floor Plans) of such rooms in double-height mechanical spaces;

(viii) the Tower Cooling System and other systems and Equipment identified in Section 6.5 of the Condominium By-Laws as Tower Limited Common Elements;

(ix) the Tower Building Systems;

(x) [Intentionally Omitted.]

(xi) the passenger elevators designated as C1-C7, B3, B4, F1-F9, G1-G9 and 11 on the Floor Plans and Areas 37, 20 and 38 on the Floor Plans;

(xii) service elevators 101 (fireman service elevator) and 102, together with the elevator cabs, overruns, bulkheads, shafts, pits, tanks, pumps, motors, fans, compressors, control and other related equipment in connection therewith, but excluding the walls of such elevator shafts (which are General Common Elements);

(xiii) the Floor 0 entrance area in the northwest corner of the Tower Building, the escalators providing ingress and egress to and from such entrance area to the extent shown as Area 32 on the Floor Plans (the "Northwest Tower Entrance") (subject to the general easements with respect to Tower Limited Common Elements set forth in Article 15);

(xiv) the loading dock located under the Tower Building on Floor 0 as more particularly shown on the Floor Plans as the Tower Loading Dock (the "Tower A Loading Dock");

(xv) the messenger center designated as the Tower Messenger Center Area 12 on the Floor Plans (the "Tower Messenger Center");

(xvi) the lobby area on Floor 1 of the Tower Building which serves the Time Warner Unit and the Office Units shown as Area 33 on the Floor Plans (the "Floor 01 Lobby Concourse") (subject to the general easements with respect to Tower Limited Common Elements set forth in Article 15);

(xvii) the lobby area on Floor 1 of the Tower Building which serves the RHY Unit, OX Unit and WF Unit shown as Area 34 on the Floor Plans (subject to the general easements with respect to Tower Limited Common Elements set forth in Article 15);

(xviii) certain common hallway areas in the Sky Lobby area on Floor 22 as shown on the Floor Plans as Tower Limited Common Elements;

(xix) the lobby area on Floor 22 of the Tower Building which serves the RHY Unit, OX Unit and WF Unit shown as Area 37 on the Floor Plans (subject to the general easements with respect to Tower Limited Common Elements set forth in Article 15);

(xx) the terrace on Floor 23 of the Tower Building as shown on the Floor Plans (the "23<sup>rd</sup> Floor Terrace");

(xxi) the inaccessible roof area on Floor 32 of the Tower Building; and

(xxii) the portion of Floor 61 designated as Tower LCE Mechanical Terrace on the Floor Plans (the "Tower LCE Mechanical Terrace").

#### 7.4 Exclusive Terraces.

7.4.1 Time Warner Unit Exclusive Terraces. The Time Warner Unit Exclusive Terraces consist of (i) the Sky Lobby Terrace on Floor 22 of the Tower Building as shown as Area 15 on the Floor Plans (the "Sky Lobby Terrace"), and (ii) the Time Warner Mechanical Terrace located on Floor 61 (the "TW Mechanical Terrace"), designated on the Floor Plans as TW Exclusive Use Tower Limited Common Elements.

7.4.2 PE 1 Unit Exclusive Terrace. The PE 1 Unit Exclusive Terrace consists of the PE Terrace on Floor 61 of the Tower Building as shown as Area 16 PE Exclusive Use Tower Limited Common Element on the Floor Plans (collectively with the Sky Lobby Terrace, 23<sup>rd</sup> Floor Terrace and TW Mechanical Terrace, the "Terraces").

7.4.3 Repairs; Maintenance. The responsibility for and the cost of (a) any structural or capital Repairs to the Exclusive Terraces and (b) any other Repairs to an Exclusive Terrace to the extent arising from the use of the BMU or in connection with similar maintenance activities undertaken by the Tower Board shall in each case be made by the Tower Board and costs of the same shall constitute a Tower Common Expense (as defined in the Condominium By-Laws) and be allocated as shown on the Tower Allocation Schedule within the applicable Tower Cost Control Category. However, the responsibility for and the cost of any other maintenance, Repair, Alteration, insurance, addition, decoration or improvement to the Exclusive Terrace and liability with respect thereto will be borne entirely by the Unit Owner to which such Exclusive Terrace is appurtenant, each of which shall be subject to the same standards, requirements and other provisions of the Condominium Documents as are applicable to the Units to which such Exclusive Terraces are appurtenant.

7.5 Exterior Lighting. Notwithstanding anything contained in Exhibit V to the contrary, no exterior lighting shall be installed or used in a manner that materially adversely affects the normal business operations of any Unit Owner or Occupant (including without limitation any broadcast operations in the Time Warner Unit).

## ARTICLE 8

### UNDERLYING AGREEMENTS; USE OF UNITS AND COMMON ELEMENTS; OBSERVATION DECK OPTION

8.1 Definitions: As used in the Condominium Documents:

(1) "Affiliate" means, with respect to any Person (except as may be provided more specifically in any instance in the Condominium Documents), any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the first Person. "Control" for the purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the

direction of the management and policies of an entity, whether through the ability to exercise voting power, by contract or otherwise; provided, that the fact that such power may be subject to certain approval or veto rights in favor of one or more other Persons shall not *ipso facto* be deemed to mean that the Person possessing such power lacks Control of the Person in question for purposes hereof. "Controlled" and "Controlling" each have the meanings correlative thereto.

(2) "Annex" means Exhibit 1 to the ERY FAPOA Declaration, as such Exhibit 1 may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the ERY FAPOA Declaration, including, if necessary, to reflect the agreed-upon locations of particular easements.

(3) "Association" means the ERY Facility Airspace Parcel Owners' Association and its successors in interest.

(4) [Intentionally Omitted.]

(5) "Designated TW Owner" means, if the Time Warner Unit has been subdivided in accordance with Article 9 of the Condominium By-Laws, the owner of a subdivided unit designated from time to time in or pursuant to a written agreement executed by the owners of the TW Units (as defined in the Condominium By-Laws) with respect to, *inter alia*, the exercise of certain rights of the Time Warner Unit Owner hereunder.

(6) "Development Agreement" means, as the context may require, any development agreement entered into by a Tower Member or other Person and Developer (or any Affiliate thereof) for the development of the Unit intended to be conveyed to such Tower Member or such other Person, as the same may be amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with the terms thereof, and "Development Agreements" means, collectively, all of the Development Agreements entered into by the Tower Members or other Persons. For the avoidance of doubt, the TW Development Agreement is a Development Agreement.

(7) "Developer" means ERY Developer LLC, a Delaware limited liability company, the developer under the Development Agreements, or any permitted assignee of its rights and obligations thereunder.

(8) "Eastern Rail Yard" means the "ERY", as defined as the in the Master Declaration.

(9) "ERY FAPOA Declaration" means that certain Amended and Restated Declaration Establishing the ERY Facility Airspace Parcel Owners' Association and of Covenants, Conditions, Easements and Restrictions executed by MTA, dated as of December 7, 2015, and



recorded on December 8, 2015, with the Office of the City Register of the City of New York (the "City Register") as CRFN 2015000434131, as the same may be further amended, restated, replaced, supplemented, or otherwise modified from time to time.

(10) "FASP Owner" has the meaning set forth in the ERY FAPOA Declaration.

(11) "FASP Parcel" has the meaning set forth in the ERY FAPOA Declaration.

(12) "Force Majeure" means any failure of or delay in the availability of any public utility; any City-wide strikes or labor disputes; any unusual delays or shortages encountered in transportation, fuel, material or labor supplies; casualties; earthquake, hurricane, flood, tidal wave or other severe weather events and other acts of God; acts of a public enemy or of war or terrorism; governmental embargo restrictions; tariffs; injunctions; other acts or occurrences beyond the reasonable control of the Person claiming Force Majeure; provided, however, that (i) any of the foregoing events or occurrences shall not be deemed to constitute Force Majeure if caused by the Person claiming Force Majeure or its Affiliate; (ii) in no event shall Force Majeure result from (or be deemed to have occurred as a result of) any insufficiency of funds affecting such Person or its Affiliates and (ii) the financial inability of any Unit Owner or Board to perform its obligations hereunder shall in no event be deemed to constitute a Force Majeure event for a Board if the Board has requested or demanded funding from any Unit Owners required to pay certain amounts pursuant to the terms of the Condominium Documents (without limiting any liability a Unit Owner may have by reason of its failure to fund same after such request or demand by a Board).

(13) "HY DZLR" means that certain Declaration of Zoning Lot Restrictions (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), dated as of March 27, 2013, made by Declarant, recorded on April 4, 2013 as CRFN 2013000136155, as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

(14) "HY ZLDA" means collectively the Zoning Lot Development Agreement (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard) made by MTA, dated as of April 10, 2013 and recorded in the City Register's Office on July 12, 2013 as CRFN 2013000276092, as supplemented by that certain Supplemental ZLDA No. 1 (Tower A/Retail), dated as of March 17, 2014 and recorded in the City Register's Office on April 8, 2014 as CRFN 2014000117749, as further supplemented by that certain Supplemental ZLDA No. 2 (Tower D), dated as of November 23, 2015 and recorded in the City Register's Office on

December 3, 2015 as CRFN 2015000428829, as further supplemented by that certain Supplemental ZLDA No. 3 (Tower A, Retail and Pavilion), dated as of December 11, 2015 and recorded in the City Register's Office on January 8, 2016 as CRFN 2016000007891, as further supplemented by that certain Supplemental ZLDA No. 4, dated as of July 12, 2016 and recorded in the City Register's Office on July 14, 2016 as CRFN 2016000238971, as further supplemented by that certain Supplemental ZLDA No. 5 (Tower E), dated as of July 27, 2016 and recorded in the City Register's Office on July 29, 2016 as CRFN 2016000260644, and as the same may be further amended, modified, restated, severed, subdivided or supplemented from time to time.

(15) "IDA Documents" means (A) the Project Documents, as such term is defined in the Tower A Agency Lease, and (B) the Project Documents, as such term is defined in the Retail Agency Lease ((A) and (B) above, collectively, the "Original IDA Documents"), as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

(16) "Master Declaration" means that certain Declaration of Easements (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard) by the Metropolitan Transportation Authority, dated as of May 26, 2010, and recorded on June 10, 2010 in the Office of the New York City Register at CRFN 2010000194078, as amended by that certain First Amendment to Declaration of Easements (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), dated as of April 10, 2013 and recorded on July 12, 2013 in the City Register as CRFN 2013000276090, and as further amended by that certain Supplement to Declaration of Easements (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), dated as of November 16, 2015, and recorded on November 18, 2015 in the City Register's Office as CRFN 2015000410387, as each may be further amended, restated, supplemented or otherwise modified from time to time.

(17) "Member Agreements" means, as to each Tower Member, any agreement between such Tower Member or its Affiliate and ERY Tenant LLC, Developer, R/O Member or any of their Affiliates pertaining to the Tower Company, the Condominium, all or any portion of the Units or the Land, including such Member's Development Agreement, in each case entered into in connection with the severance of such Unit from the Declarant Net Lease or the initial development or initial acquisition of such Unit by such Tower Member, as each of the foregoing may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms thereof.

(18) “MTA” means Metropolitan Transportation Authority, a body corporate and politic constituting a public benefit corporation of the State of New York.

(19) “Multiple Unit Election” means the exercise by any Tower Member of its right to elect that a Tower Unit be distributed in and be comprised of one or more units in connection with the initial acquisition of such Tower Unit by such Tower Member.

(20) “Occupant” means any Person from time to time entitled to the use and occupancy of all or any portion of: (i) in the case of a Unit Owner, the Unit or Exclusive Terrace appurtenant thereto of such Unit Owner; (ii) in the case of the Tower Board or a Sub-Board, the Exclusive Terraces or Limited Common Elements within the applicable Sections and Units owned by such Board or its designee; in each case under an ownership right or any lease, sublease, license, concession, or other similar agreement.

(21) “Party in Interest” has the meaning set forth in the Zoning Resolution.

(22) “R/O Member” means ERY North Tower Member LLC, a Delaware limited liability company.

(23) “Retail Construction Lender” means any holder of a Retail Construction Loan.

(24) “Retail Construction Loan” means, collectively, any mortgage loans to finance a portion of the costs of initial construction of the Retail Unit (including, without limitation, any exclusive Common Elements or easements), as each mortgage may be increased, amended, restated, modified, split, severed and assigned from time to time.

(25) “Retail Tenant” means ERY Retail Podium LLC, a Delaware limited liability company and its successors and assigns.

(26) “Supplement to Master Declaration” means that certain Supplement to Declaration of Easements (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), dated as of November 16, 2015, and recorded on November 18, 2015 in the City Register as CRFN 2015000410387.

(27) “Tower A Tenant” means Hudson Yards North Tower Tenant LLC, a Delaware limited liability company.

(28) “Tower Company” means Hudson Yards North Tower Holdings LLC, a Delaware limited liability company.

(29) “Tower Company Operating Agreement” means that certain Second Amended and Restated Master Agreement of Limited Liability Company of Tower Company, dated as of December 11, 2015, by and among ERY North Tower Ob Deck Member LLC, ERY North Tower Office Member LLC, TWNY, R/O Member and others, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

(30) “Tower Construction Lender” means any holder of a Tower Construction Loan.

(31) “Tower Construction Loan” means, collectively, any mortgage loan to finance a portion of the costs of initial construction of the Tower Building by Developer, as each mortgage may be increased, amended, restated, modified, split, severed and assigned from time to time.

(32) “Tower Member” means any member of Tower Company from time to time.

(33) “TW Development Agreement” means that certain Development Agreement, dated as of February 17, 2015, between Developer and TWNY, as amended by that certain First Amendment to Development Agreement, dated as of December 11, 2015, by and between Developer and TWNY, as the same may be further amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with the terms thereof.

(34) “TWNY” means TW NY Properties LLC, a Delaware limited liability company.

(35) “Underlying Agreements” means collectively, the Master Declaration, the ERY FAPOA Declaration, the HY ZLDA and the HY DZLR.

(36) “Zoning Resolution” means the Zoning Resolution of the City of New York, effective December 15, 1961, as amended or restated from time to time.

8.2 Master Declaration. The Condominium Board shall have sole authority to act as Owner (as such term is defined in the Master Declaration), party-in-interest and beneficiary for all purposes under the Master Declaration with respect to the Property, and the Unit Owner of any Unit, the holder of any lien encumbering any Unit, and the holder of any other occupancy or other interest in a Unit shall not be deemed to be an Owner, party-in-interest, or third party beneficiary under the Master Declaration (except as provided in Section 15.22 hereof), but Unit Owners shall have liability to the extent set forth in Article 13 of the ERY FAPOA Declaration and Section 3.4 of the Master Declaration.

8.3 Compliance with Laws and Underlying Agreements. The use of all Units and Common Elements (and the use and exercise of any easements granted hereunder) shall be subject in all instances to all applicable Laws (including, without limitation, the Zoning Resolution) and the applicable provisions of the Underlying Agreements.

8.4 Use of Units. Subject to the provisions of the Underlying Agreements and of the Condominium Documents:

8.4.1 The RHY Unit, OX Unit, PE Units and WF Unit (and any Units which may be subdivided therefrom) may be used only for executive, administrative and general office use (including, without limitation, trading floors) and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of the Office Units for executive, administrative and general offices (including, without limitation, a wellness center, conference center and employee cafeteria not open to the general public), (y) primarily for the use of the Office Unit Owners or their Occupants and (z) permitted in accordance with all Laws.

8.4.2 The Time Warner Unit (and any Units which may be subdivided therefrom) may be used only for executive, administrative, trading operations and general office use and other lawful ancillary uses, provided that such ancillary uses are (x) ancillary to the primary use of the Time Warner Unit for executive, administrative and general offices (including, without limitation, a fitness center and wellness center, conference center, screening rooms and employee cafeteria not open to the general public), (y) primarily for the use of the Time Warner Unit Owner or its Occupants and (z) permitted in accordance with all Laws. In addition, the Time Warner Unit may be used as a media and broadcasting studio and production facilities and uses ancillary thereto.

8.4.3 The Retail Unit (and any Units which may be subdivided therefrom) may be used for any lawful non-hazardous purpose, including, without limitation (but in each case only to the extent permitted by applicable Law), for retail, public event, sponsorship, restaurant, entertainment, office, banking, commercial, utility and mechanical purposes. For so long as the Retail Unit is being used for retail purposes (which may include, without limitation, retail, public event, restaurant, banking and commercial use), no other Unit Owner may (unless the Retail Unit Owner otherwise consents (in its sole discretion) in writing) utilize its Unit or any portion thereof for retail purposes, other than for (1) minor kiosks and newspaper stands (not to exceed 250 square feet in the aggregate), (2) ancillary office-related retail uses (e.g., business center), (3) broadcast/studio related retail (e.g., CNN studio gift shop) not to exceed 2,500 square feet in the aggregate, (4) food service, fitness center and wellness center uses, each that are not open to the general public, (5) in the case of the Ob Deck Unit, Observation Deck Uses, and (6) use of the Tower Lobby in accordance with Section 8.7.5 hereof.

8.4.4 The Ob Deck Unit may be used only as an observation deck facility and other lawful ancillary uses, which ancillary uses include, without limitation, ticketing facilities, restaurants, bars and other food and beverage services and retail sales (collectively, the "Observation Deck Uses"). The Observation Deck Uses shall include the right to broadcast from the Ob Deck Unit, subject to the terms and conditions of the TW Broadcast Rights (as defined below). For so long as the Ob Deck Unit is used for the Observation Deck Uses, no other Tower Unit Owner may (unless the Ob Deck Unit Owner otherwise consents (in its sole discretion) in

writing) utilize its Unit or any portion thereof for any restaurant, bar or night club which is open to the general public. Nothing contained in this Section 8.4.4 is intended to permit the use of the Time Warner Unit or Office Units for a purpose not otherwise permitted by Section 8.4.2 and 8.4.1, respectively.

8.4.5 Subject to the restrictions contained in the Condominium Documents, a Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit Occupants or Permittees to use all or any portion of its Unit) so long as the uses thereof are in conformance with all Laws, the Underlying Agreements and with the Condominium Documents.

8.5 Non-Competition Requirements.

8.5.1 Time Warner Non-Competition Requirements.

(i) Notwithstanding the provisions of Article 8 or anything otherwise contained herein, but expressly subject to the conditions in clause 8.5.1(ii) below, the provisions of Exhibit D annexed hereto and made a part hereof (the “Non-Competition Requirements”) shall benefit the WM Entities occupying the Time Warner Unit and shall, only to the extent set forth in and pursuant to the terms of such Exhibit D, constitute restrictions on the use of the Units and the Common Elements described therein.

(ii) The Non-Competition Requirements shall continue in effect only so long as the Primary Occupancy Test is met, and the Non-Competition Requirements shall be of no further force and effect following the failure of such condition.

8.5.2 Retail Non-Compete Covenant. Subject to the Non-Compete Conditions (as defined in the Annex) and other terms and conditions set forth therein, the Retail Unit Owner shall be subject to the “Parcel A/B Non-Compete Covenant” set forth in Section A-14 of the Annex.

8.6 TW Broadcast Rights.

8.6.1 Notwithstanding the provisions of Article 8 or any anything otherwise contained herein, but expressly subject to the conditions in Section 8.6.2 below, the provisions of Exhibit H annexed hereto and made a part hereof (the “TW Broadcast Rights”) shall run to the benefit of the WM Entities occupying the TW Unit and shall, only to the extent set forth in and pursuant to the terms of such Exhibit H, constitute restrictions on the use of the Units and certain Common Elements.

8.6.2 The TW Broadcast Rights shall continue in effect only so long as the Broadcast Conditions (including the Primary Occupancy Test) are met, and the TW Broadcast Rights shall be of no further force and effect following the failure of such condition.

8.6.3 In the exercise of the TW Broadcast Rights granted to it, hereunder, the Time Warner Unit Owner (i) shall not, to more than a *de minimis* extent, obstruct or interfere with any entrance or exit in or to the Building, (ii) shall comply with applicable Laws, (iii) shall maintain and provide evidence of all required insurance, (iv) comply with all applicable rules

and regulations adopted by the Condominium Board, Tower Board or the Retail Unit Owner in accordance with the terms of the Condominium Documents, provided that such rules and regulations are consistent with the exclusive use rights contained in the TW Broadcast Rights and the normal operation of the broadcast studio or other media production operations being conducted in the Time Warner Unit and (v) shall be solely responsible for the costs associated with its broadcast activities, including the reasonable incremental costs incurred by the Condominium Board, Tower Board, Unit Owners or tenants (e.g., maintenance, security, cleaning, Repairs, utilities, lighting, wiring, staffing costs, etc.).

#### 8.7 Use of Common Elements.

8.7.1 General. Except as otherwise provided in the Condominium Documents: (i) the General Common Elements may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited; and (ii) the Tower Limited Common Elements may be used only by the applicable Unit Owner(s) and Board(s) and only for (1) the same purposes for which the Units to which such Tower Limited Common Elements pertain may be used, and (2) otherwise for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited.

8.7.2 Tower Messenger Center. Notwithstanding anything to the contrary set forth herein, the Tower Messenger Center shall at all times be used as a mail room and messenger center for the use of Tower Unit Owners and their Occupants, which shall be in addition to, and not in lieu of the use of the Time Warner Messenger Center by the Time Warner Unit Owner or of the PE Messenger Center by the PE 1 Unit Owner. The use of the Tower Messenger Center shall be governed by a detailed operations and security protocol, entitled the "Tower Messenger Center Security Protocols", as the same may be amended by the Tower Board from time to time, provided that no such amendment shall have more than a *de minimis* adverse effect on the normal business operations in the Time Warner Unit, RHY Unit, OX Unit, PE Units or WF Unit without the prior written consent of the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) or respective Office Unit Owner, as applicable.

8.7.3 Right to Use. Subject to any easements (exclusive or otherwise) restrictions and/or other rights provided in the Condominium Documents (and any other restrictions otherwise binding on the Condominium) with respect to the Common Elements, neither any Board nor any Unit Owner shall impede the other Unit Owners or anyone claiming by, through or under them (including, but not limited to, the Occupants and Permittees of the Units and their respective invitees) from using the Common Elements (which such Unit Owner is entitled to use) or which would impair the soundness or safety of the Building or interfere (other than to a *de minimis* extent) with the use and operation of the Common Elements, Building Systems or of any other Unit.

8.7.4 Leases of General Common Elements. Without limiting any of the provisions set forth in the Condominium Documents (including without limitation Section 2.16.1 of the Condominium By-Laws), the Condominium Board shall have the right to lease portions of the General Common Elements to the Association, Plaza Owner or to other FASP Owners, on such terms and conditions as the Condominium Board may elect.

8.7.5 Licenses of Tower Limited Common Elements. Without limiting any of the provisions set forth in the Condominium Documents, the Tower Board shall have the authority to license such portion of the Tower Limited Common Elements as set forth in that certain license agreement with Jack's Coffee IX, LLC, dated October 25, 2017 (the "Coffee License") and to take all actions necessary to effectuate the Coffee License. Any licensor revenue from the Coffee License shall inure to the benefit of the Tower Board and be used to reduce Tower Common Charges pro rata by Common Interest among the Tower Unit Owners. Notwithstanding any provision of this Declaration, the Condominium By-Laws or the Tower By-Laws, the Tower Board shall additionally have the power to perform and permit the performance of all rights and obligations, including, without limitation, with respect to use of the Tower Limited Common Elements and signage, set forth in such Coffee License, any renewal, amendment or extension thereof or any replacement license or other similar agreement(s) on similar terms for similar purposes.

8.7.6 PE Messenger Center. Notwithstanding anything to the contrary set forth herein, the PE Messenger Center, shown as Area 31 on the Floor Plans and referenced in Exhibit O to this Declaration, shall at all times be used as a mail room and messenger center and related facilities in accordance with the Tower Messenger Center Security Protocols, for the use of the PE 1 Unit Owner and its Occupants, at the sole cost and expense of the PE 1 Unit Owner, which shall be in addition to, and not in lieu of the use of the Tower Messenger Center by the Tower Unit Owners, including, without limitation, the PE 1 Unit Owners.

8.7.7 Live Audiences. Use of the Common Elements and other areas by live audiences at performances, productions or other broadcast operation conducted in the Time Warner Unit shall at all times be in accordance with the "Live Audience Protocols" annexed hereto as Exhibit EE.

8.8 General Provisions as to Use; Compliance with Legal Requirements; No Pornographic Materials, etc.

8.8.1 No nuisance shall be allowed in the Property, nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the Occupants of their respective Units.

8.8.2 No unlawful use shall be made of the Property or any portion thereof. Each Unit Owner shall use its Unit in compliance with the then applicable certificate of occupancy as may cover such Unit and in compliance with all applicable Laws.

8.8.3 In no event may all or any portion of the Property be used for any sex-related commercial establishment or massage parlor, or commercial establishment where pornographic material is displayed or obscene, nude or semi-nude performances are shown live or in a videotaped or other recorded format; provided, however, that subject to the provisions of the Condominium Documents: (i) a Unit Owner may use or lease its Unit: (a) to the extent newspapers or magazine sales are permitted in the applicable Units, for or to stores or newspaper or magazine vendors who may stock "adult" magazines, books or materials as an incidental part of such store's or vendor's business (provided such "adult" magazines, books or materials are



discreetly displayed) and/or (b) to the extent cafes and store-fronts providing computer or internet use are permitted in the applicable Unit, cafes or store-fronts providing computer use or internet access (provided such services are not principally geared to providing access to pornographic sites); and (ii) the Retail Unit Owner may operate or lease portions of its Unit to be used as a gym, health club, spa and/or salon which provides massage therapy in connection with such amenity/ies (provided that such massage area or facility is maintained and operated in a reputable manner). Nothing contained in this Section 8.8.3 is intended to limit the Time Warner Unit Owner's rights to screen motion pictures and other media productions in the Time Warner Unit.

8.8.4 Each Unit Owner (and any Occupant thereof) shall at all times, at its sole cost and expense: (i) conduct its operations in an orderly and proper manner so as not to unreasonably disturb other occupants of the Building; (ii) take all reasonable measures to minimize the noise level of its operations at the Property that are discernible outside of its Unit; (iii) maintain its Unit and the Exclusive Terraces benefiting such Unit in a clean, orderly and sanitary manner at all times, except as such maintenance is the responsibility of or shall otherwise be performed by the Condominium Board or Tower Board, as applicable, as set forth in Section 6.2.2(d) of the Condominium By-Laws and Section 7.4.3 of this Declaration; (iv) keep its Unit and Exclusive Terraces benefiting such Unit free from vermin, rodents and anything of a similar nature and provide extermination service to its Unit on a regular basis in accordance with good commercial practice (it being understood that if any Unit Owner or its Occupants fails to keep its Unit free from vermin or rodents, the Condominium Board or Tower Board, as applicable, shall have the right, at the sole cost and expense of the applicable Unit Owner of the Unit, to take any and all measures reasonably deemed necessary or desirable to eradicate all vermin or rodents from the Unit); (v) keep exposed elements of its Unit and Exclusive Terraces benefiting such Unit free of snow, ice, and accumulation of water; (vi) not permit the emanation of objectionable odors from its Unit; (vii) keep the waste drains emanating from its Unit free from obstructions; (viii) comply with all Rules and Regulations; and (ix) otherwise maintain and operate its Unit and the Exclusive Terraces benefiting such Unit in a manner consistent with the Project Standards, and provide appropriate security consistent with such use and type of building.

8.8.5 Queuing, congregating, screening or other similar consolidation of Occupants (including, for the avoidance of doubt, visitors, guests and audience members) in the Common Elements (except, with respect to certain Tower Limited Common Elements identified in Exhibit O hereto as to which certain Unit Owners have exclusive rights, with the consent of such Unit Owner(s) having such rights) or in the Retail Unit shall be strictly prohibited.

#### 8.9 Ob Deck Purchase Option.

8.9.1 The Ob Deck Option Space, as shown on Exhibit S annexed hereto and made a part hereof, is shown on the initially filed Floor Plans as being Tower Limited Common Elements; and, unless and until conveyed to the Ob Deck Unit Owner pursuant to the terms of this Section 8.9, shall remain Tower Limited Common Elements.

8.9.2 The Ob Deck Unit Owner shall have the option (the “Ob Deck Purchase Option”), to be exercised from time to time in its sole discretion (in accordance with the provisions of this Section 8.9), to purchase all or any portion of the Ob Deck Option Space from the Tower Board plus the reimbursements of all costs incurred by the Condominium Board and/or the Tower Board to relocate any Building Systems and Equipment from the Ob Deck Option Space, if applicable. The purchase price for the entire Ob Deck Option Space shall be \$3,555,506.00 (the “Ob Deck Option Purchase Price”), which Ob Deck Option Purchase Price shall be (a) reduced proportionately to reflect the portion of the Ob Deck Option Space purchased by the Ob Deck Unit Owner if less than the entirety thereof and (b) if the Ob Deck Option Space is not purchased on or before January 1, 2021 shall be adjusted by the Ob Deck CPI Increase Factor (as hereinafter defined) . The Ob Deck Purchase Option shall be exercised by the Ob Deck Unit Owner by written notice delivered to the Tower Board, and upon delivery of such notice: (i) the Tower Board shall, at the Ob Deck Unit Owner’s cost and expense (and the Condominium Board and the Unit Owners shall cooperate as necessary), promptly amend the Condominium Documents and the Floor Plans to convert the Ob Deck Option Space to a Unit (such new Unit, the “Ob Deck Option Unit”), and (ii) the Tower Board and the Ob Deck Unit Owner shall promptly enter into a customary purchase and sale agreement with respect to the sale of the Ob Deck Option Unit for the Ob Deck Option Purchase Price, and the closing of the sale of the Ob Deck Option Unit shall be within ten (10) Business Days after the recording of the amended Condominium Documents and Floor Plans reflecting the creation of the Ob Deck Option Unit. Notwithstanding anything to the contrary set forth herein, the Ob Deck Unit Owner acknowledges that any such transfer shall be “as-is”, and neither the Tower Board nor any Tower Unit Owner shall provide any representations or warranties with respect to the Ob Deck Option Space. Further, the Ob Deck Unit Owner shall pay any costs or expenses in connection with such transfer, including, without limitation, any transfer taxes and recording fees.

8.9.3 Upon the Ob Deck Unit Owner’s purchase of the Ob Deck Option Unit: (i) the Ob Deck Option Unit shall be deemed to be an “Original Unit” and the Ob Deck Unit Owner may, in its discretion, cause the Ob Deck Option Unit to be merged with the Ob Deck Unit in accordance with the requirements of the Condominium Documents with respect to merger of Units, and (ii) the Common Interests of the Tower Units shall be reallocated and Schedule B hereto amended to reflect a pro rata change in the Common Interests to reflect any portion of the Ob Deck Option Space purchased by the Ob Deck Unit Owner, and (iii) the Condominium Board and Tower Board shall adjust the applicable allocations in the Allocation Schedule and Tower Allocation Schedule to reflect such proportionate change in Common Interests.

8.9.4 Upon the exercise of the Ob Deck Purchase Option, the Ob Deck Unit Owner shall have the unilateral right to amend the Condominium Documents solely to reflect the conversion of the Ob Deck Option Space (or applicable portion thereof) to the Ob Deck Option Unit and the matters set forth in clauses (ii) and (iii) of Section 8.9.3 and shall promptly provide each Unit Owner

with a copy of the applicable amendment. All costs and expenses associated with the making and recording of such amendments to the Condominium Documents shall be borne by the Ob Deck Unit Owner.

8.9.5 The "Ob Deck CPI Increase Factor" means an increase proportionate to any increase in the cost of living from January 1, 2020, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board.

## ARTICLE 9

### INITIAL FIT-OUT OF AND CHANGES IN THE UNITS; SUBDIVISION OF THE UNITS

9.1 Unit Owner Finish Work. Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws or the Tower By-Laws, each Unit Owner shall have the right, without the vote or consent of any Board or any other Unit Owner or Person, but subject in each case to the Underlying Agreements, all applicable Laws and the Member Agreements applicable with respect to each Unit to perform (which term, for the purposes of this Section 9.1, shall also include permit, cause and suffer) the Unit Owner Finish Work in accordance with the applicable Member Agreements. All such work performed shall be subject to the documents and matters described in this Section and otherwise subject only to the Developer's, Tower A Tenant's or Retail Tenant's (or their respective designees') respective rights with respect thereto granted in the applicable Member Agreements (which rights are hereby vested by Declarant, the Condominium Board, the Tower Board and all Unit Owners in the Developer), including, without limitation and to the extent applicable, the right to review, approve, condition, consent to, monitor, coordinate and supervise such work. Nothing contained in this Section 9.1 is intended to limit any provision contained in the Tower Company Operating Agreement.

9.2 Changes and Subdivision Other Than Unit Owner Finish Work. Subject in all events to the Underlying Agreements, the next sentence of this Section 9.2 and Section 9.5, each Unit Owner shall have the right, without the vote or consent of the Condominium Board, any other Board, any other Unit Owner, any Declarant Net Lessor or Declarant Net Lessee, and provided such Unit Owner complies with all Laws and Insurance Requirements and the applicable provisions of the Condominium By-Laws and the Tower By-Laws (as applicable) regarding Alterations, to: (a) change the layout of, or number of rooms in, its Unit from time to time; and/or (b) change the size of its Unit, by: (i) subdividing the same into any desired number of Subdivided Units (as defined in the Condominium By-Laws); or (ii) subject to Section 9.4, combining its Unit (or previously Subdivided Unit(s)) with an adjoining Unit or Units owned by such Unit Owner, and in connection therewith: (x) reapportioning among the newly created condominium units resulting from any subdivision or combination their percentage interests in the Common Elements, provided such changes are in compliance with Article 9-B, Section 339 (or any other then-applicable provision) of the New York Condominium Act; and (y)

incorporating within its Unit or as part of a newly constituted Unit any portion of the Limited Common Elements appurtenant to such Unit or, without changing the aggregate Common Interest appurtenant to the affected Units, designate part of its Unit as a newly created limited common element appurtenant to a newly constituted Unit; provided, however, that no such Alteration, change, reapportionment or redesignation shall cause the Property or any portion thereof to violate or trigger a default under any of the Underlying Agreements or to violate any applicable Laws, and the applicable Unit Owner shall hold the Condominium Board, the Tower Board, and all other Unit Owners harmless from and against all Costs (as defined in the Condominium By-Laws) arising from any such violation or default. Nothing in the preceding sentence is intended to, or shall be interpreted to, amend, modify, or abrogate in any way the approval rights and other requirements set forth in Article 8 of the Condominium By-Laws with respect to Alterations (and the plans and specifications with respect thereto).

9.3 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 9, no reapportionment of the Common Interest appurtenant to any Unit(s) shall be made unless there is first delivered to the Condominium Board a written certification stating that the percentage interests of the affected Unit(s) immediately after such reapportionment are consistent and in compliance with the terms of this Declaration and Section 339-i(1) of the Condominium Act. The certification referred to herein shall be executed and delivered by all of the affected Unit Owners.

9.4 Nature of Subdivided Unit. Each Subdivided Unit, subject to the terms of this Declaration and the Condominium By-Laws, shall constitute a Unit for all purposes; provided, however, that no change of use of a Unit may be made other than in accordance with Article 8 hereof and to the extent permitted by, and in accordance with, the Underlying Agreements, all applicable Laws (including, without limitation, the Zoning Resolution) and Insurance Requirements, and the other applicable provisions of the Condominium Documents.

9.5 Initial Construction of the Property; Development Agreements. Notwithstanding anything to the contrary provided in Article 8 of the Condominium By-Laws, the rights, obligations, and remedies of Developer, the Tower Members, Tower Company, Retail Tenant and each Unit Owner with respect to the initial construction of the Building (including, without limitation, the Unit Owner Finish Work) are as set forth in the Tower Company Operating Agreement and the Member Agreements (collectively, the "Initial Construction Agreements" and each individually an "Initial Construction Agreement"), and the Initial Construction Agreements are incorporated herein by reference. The Unit Owners and the Boards acknowledge that in the event of a conflict between any of the provisions of the Initial Construction Agreements and the Condominium Documents during the term of the applicable Initial Construction Agreement with respect to any matters addressed in both the Initial Construction Agreements and the Condominium Documents, the applicable provisions of such Initial Construction Agreement shall apply. Developer, the Tower Members, Tower A Tenant, Retail Tenant and the Unit Owners, shall, however, otherwise comply with the Condominium Documents during such initial construction period, except to the extent the same are inconsistent with the Initial Construction Agreements.

## ARTICLE 10

### TRAFFIC PLAN

10.1 Traffic Plan. The Unit Owners and the Boards shall each comply with any applicable provisions of the Traffic Management Plan included in Exhibit P attached hereto and made a part hereof (the "Traffic Management Plan"), and the Condominium Board shall (i) enforce the terms thereof to the extent required from time to time to the extent the same relate to enforcement of violations thereof within the Property which are within the control of the Condominium Board and (ii) use commercially reasonable efforts to enforce the terms thereof to the extent required from time to time with respect to any other violations. The Traffic Management Plan attached as Exhibit P hereto, shall not be amended, restated, replaced, supplemented or otherwise modified by the Condominium Board without the prior consent of the Time Warner Unit Owner (or, if the Time Warner Unit has been subdivided, the Designated TW Owner), which shall not be unreasonably withheld, conditioned or delayed to the extent such amendment, restatement, replacement, supplement or other modification does not have more than a *de minimis* adverse effect on the normal business operations in the Time Warner Unit. Nothing herein is intended to limit the consent rights granted in Section 7.1(f) of the ERY FAPOA Declaration.

## ARTICLE 11

### PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or any Board. As of the date of this Declaration, any process received by the Secretary of State on behalf of the Condominium or any Board should be mailed to: c/o Related Hudson Yards Manager LLC, Office of the Managing Agent, 30 Hudson Yards, New York, New York 10001.

## ARTICLE 12

### DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The percentage interest of each of the Units in the Common Elements has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act, based upon floor space of each Unit, 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. Such determinations, having been fixed in connection with the recording of this Declaration, shall not be subject to recalculation or change, except in connection with any casualty or condemnation to the extent provided in Article 12 of the Condominium By-Laws, the subdivision and/or combination of Units as provided for in Article 9 of this Declaration and Articles 9 and 17 of the Condominium By-Laws (including, without limitation the exercise of a Multiple Unit Election)

and the exercise of the Ob Deck Purchase Option as provided in Section 8.9, in each case, only to the limited extent provided therein.

## ARTICLE 13

### ENCROACHMENTS

If: (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of: (i) settling or shifting of the Building; (ii) any Alteration or Repair made to the Common Elements in accordance with the terms of the Condominium Documents; or (iii) any Alteration or Repair of the Building (or any portion thereof) or of any Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements that is, in any such case in this clause “(iii)”, made in accordance with the terms of the Condominium Documents, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand (or is rebuilt or restored, as provided in the Condominium Documents, following any such fire, other casualty, taking or eminent domain proceeding); provided that, in the case of any such encroachment described in clauses “(ii)” or “(iii)” above, either (A) such encroachment was described in connection with a request for approval of the applicable Alteration pursuant to Section 8.1.1 of the Condominium By-Laws and such request was approved or (B) no approval was required (taking into account such encroachment) for the applicable Alteration under the provisions of Section 8.1.1 of the Condominium By-Laws.

## ARTICLE 14

### RIGHTS OF ACCESS

14.1 Right of Access for Operation, Emergency Repairs, Damage Prevention. Each Unit Owner hereby grants to each other Unit Owner an irrevocable right of access, to be exercised: (i) in the case of a grantee that is the Retail Unit Owner, by the Condominium Board or the managing agent therefor (or, if such grantee is part of a Sub-Group, by the applicable Sub-Board or the managing agent therefor); or (ii) in the case of a grantee that is a Tower Unit Owner, by the Tower Board or the managing agent therefor, to the granting Unit Owner’s Unit and its appurtenant Exclusive Terraces, from time to time to the extent necessary for the operation of the Property, or for making Emergency Repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

14.2 Access Conduct Standards.

14.2.1 The right of access granted pursuant to Section 14.1 and any easement or right of access granted pursuant to any other provisions of the Condominium Documents which expressly require compliance with the “Access Conduct Standards”, i.e., the standards set forth in this Section 14.2, shall be exercised:

(i) during reasonable hours, with due recognition that certain portions of certain Units may from time to time be used for broadcasting, recording, production and screening functions, planned parties and functions, restaurants, bars, retail and a public observation deck (each to the extent permitted by the Condominium Documents), and that therefore access to such areas during the conduct of such activities will be limited, taking into account any broadcast and media operations being conducted in the Time Warner Unit to the extent applicable to such right of access;

(ii) upon at least one day's prior notice (except in the event of an Emergency), which notice shall specify, in reasonable detail, the purpose and contemplated extent, location and duration of such exercise;

(iii) to the extent reasonably possible, in such a manner as will not unreasonably interfere with the conduct of business of the Occupants of the Units (including, without limitation, the use and enjoyment by visitors to the Ob Deck Unit);

(iv) subject to such other specific reasonable limitations (e.g., with respect to special high security areas) as may be imposed from time to time: (a) by a Unit Owner to prevent any unreasonable interference with the use and occupancy of its Unit, Exclusive Terrace if any appurtenant to its Unit or exclusive Limited Common Elements for its intended purposes; (b) by a Board (other than the Condominium Board) to prevent any unreasonable interference with the use and occupancy of the applicable Section, Limited Common Elements or Unit(s) for its intended purposes; and (c) as applicable, by the Condominium Board to prevent any unreasonable interference with the use and occupancy of the General Common Elements for their intended purposes; provided in each of the foregoing cases, however, that any such limitations shall not preclude, unreasonably restrict or interfere with the enjoyment or exercise of any such right of access or easement and the Person imposing such additional limitations shall have given reasonable advance written notice of such limitations to the Condominium Board, the Tower Board and each Unit Owner;

(v) subject to the requirement that the Person exercising such right of access or easement shall be liable for any and all physical damage caused thereby and shall indemnify and hold the affected Boards, their managing agents, and the affected Unit Owners and Occupants (as the case may be) harmless from and against all Costs resulting from, arising out of, or in any way connected to such exercise (including, without limitation, as provided in Section 8.1.4(e) of the Condominium By-Laws); and

(vi) in compliance with the Condominium Documents (including, without limitation, the provisions hereof and thereof regarding the removal of mechanics' liens and violations), the Underlying Agreements (to the extent applicable), all Laws (including, without limitation, those regarding the licensing of contractors), and all Insurance Requirements.

14.2.2 Notwithstanding anything to the contrary in Section 14.2 or any other requirement in the Condominium Documents with respect to compliance with Access Conduct Standards, in the case of an Emergency, the right of access or easement in question shall require only such notice, if any, as may be practicable under the circumstances prior to exercising such

right of access or easement, and the same may be exercised whether or not the Unit Owner or any other Occupant or Person is present.

## ARTICLE 15

### EASEMENTS; USE OF COMMON ELEMENTS

15.1 General Common Elements. Except as may otherwise be set forth in the Condominium Documents, each Unit Owner shall have and is hereby granted, in common with all other Unit Owners, a non-exclusive easement to use the General Common Elements located anywhere on the Property in accordance with their respective intended uses, without hindering the exercise by the other Unit Owners of, or encroaching upon the rights of such other Unit Owners with respect to, such easement. The Condominium Board, on behalf of all Unit Owners and as more fully set forth in the Condominium By-Laws, is hereby granted an easement to operate, maintain, and make Repairs and Alterations to, such General Common Elements. Notwithstanding the foregoing, the Unit Owners acknowledge that certain General Common Elements are for the use and benefit of the Retail Unit Owner and one or more, but not all, Tower Unit Owners.

15.1.1 The easements granted pursuant to this Section 15.1 with respect to any particular General Common Element (and all easements granted to Unit Owners in this Article 15 with respect to the General Common Element) shall only be granted to Unit Owners which are allocated a share greater than 0% with respect to such General Common Element on the Allocation Schedule.

15.2 Tower Limited Common Elements; Exclusive Terraces. The following easements are hereby granted and created, subject to the provisions of the Condominium Documents and, in the case of each easement granted pursuant to Section 15.2.1 and to Section 15.2.2, to the provisions of the Tower By-Laws:

15.2.1 All Tower Unit Owners shall have, except as otherwise provided in the Condominium Documents, in common with one another, an easement for the exclusive use of the Tower Limited Common Elements appurtenant to the Tower Section; and the Tower Board, on behalf of all Tower Unit Owners, except as otherwise provided in the Condominium Documents, shall have an easement to maintain, and to make Repairs and Alterations to, such Tower Limited Common Elements. Notwithstanding the foregoing, the Tower Unit Owners acknowledge that certain Tower Limited Common Elements are for the use and benefit of one or more, but not all, Tower Unit Owners. The easements granted pursuant to this Section 15.2.1 with respect to any particular Tower Limited Common Element or easement granted to Tower Unit Owners shall only be granted to Tower Unit Owners which are allocated a share of greater than 0% with respect to such Tower Limited Common Element on the Tower Allocation Schedule.

15.2.2 Each applicable Tower Unit Owner shall have, except as otherwise provided in the Condominium Documents, an easement for the exclusive use of the Exclusive Terraces appurtenant to the Unit owned by such Tower Unit Owner, including the right to maintain, and make Repairs (other than structural or capital Repairs), Alterations, additions,



decorations or improvements to (as more particularly provided in Section 7.4.3) such Exclusive Terraces. If, however, such Tower Unit is subsequently subdivided in accordance with this Declaration and the Condominium By-Laws each owner of a Tower Unit resulting from such subdivision shall have, except as otherwise provided in the Condominium Documents or in the recorded documents evidencing and governing such subdivision, an easement, in common with the owners of all Tower Units resulting from such subdivision, to use, maintain, and make Repairs (other than structural or capital Repairs), Alterations, additions, decorations or improvements to (as more particularly provided in Section 7.4.3), such Exclusive Terraces, subject to and in accordance with all of the provisions of this Declaration and the Condominium By-Laws or Tower By-Laws (as applicable).

15.3 Ingress and Egress.

15.3.1 Each Unit Owner and its Occupants and Permittees shall have, to the extent reasonably necessary, in common with all other Unit Owners, (i) a right and easement to use the sidewalks, ramps, stairways, plazas, hallways, lobbies, passageways, elevators, escalators, entrances and exits constituting General Common Elements (and with respect to Tower Unit Owners, those constituting Tower Limited Common Elements), and (ii) for ingress to and egress from its Unit and its appurtenant Exclusive Terraces (as applicable). Each Unit (including, without limitation, the public circulation areas of the Retail Unit), General Common Element, Tower Limited Common Element and Exclusive Terrace shall be subject to such easements.

15.3.2 Without limiting the foregoing, the PE 1 Unit shall be subject to and the Tower Unit Owners shall have all necessary rights for egress for fire or emergency purposes through the hallway indicated as Area 27 on the Floor Plans, which is part of the PE 1 Unit.

15.3.3 [INTENTIONALLY OMITTED.]

15.3.4 Without limiting the foregoing, the WF Unit shall be subject to and the Tower Unit Owners shall have all necessary rights for egress for fire or emergency purposes through the mechanical room indicated as Area 39 "Mechanical – Emergency Egress Easement" on the Floor Plans, which mechanical room is part of the WF Unit.

15.4 Parcel C Access. Each Tower Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the public areas of the Retail Unit during all such times as any areas of the Retail Unit are open to the public to access parking located in FASP Parcel C (as such term is defined in the ERY FAPOA Declaration) to the same extent and in the same manner as the Occupants and Permittees of the Retail Unit, it being agreed that at least one way of ingress and egress shall be made available at all times (during such times as the Retail Unit is open to the public).

15.5 Initial Work. Without limiting Section 9.5, each of Declarant, the Condominium Board, the Tower Board and each Unit Owner grants a right of access over, as applicable, the General Common Elements, the Tower Limited Common Elements, its Unit and its appurtenant Exclusive Terraces, in each case, to each Unit Owner or Tower Member, as applicable (or their designees) to perform the Unit Owner Finish Work, as provided in the applicable Member

Agreement(s), subject in all cases to the Underlying Agreements and all applicable Laws and Insurance Requirements. Following any material occupancy of a particular Unit Owner's Unit, the exercise by any Person of the rights of access provided in this Section 15.5 with respect to such Unit shall be subject to the Access Conduct Standards; provided, however, that if Developer or such other Person has any greater (or less restrictive) access rights with respect to any Unit pursuant to the Tower Company Operating Agreement or the applicable Member Agreement, such greater (or less restrictive) rights shall apply.

15.6 For Maintenance, Repair, Cure. Each Unit Owner (except as otherwise set forth below) grants an easement over its Unit and the Common Elements (including, without limitation, its appurtenant Limited Common Elements), and the Condominium Board and each of the other Boards grants an easement over and through the General Common Elements and Tower Limited Common Elements, respectively: (a) to each Board, in common with each other Board, for the purpose of (and to the extent reasonably necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws, the Underlying Agreements and Insurance Requirements such granting Unit Owner's Unit, the Exclusive Terraces, if any, appurtenant to its Unit in the case of a Unit, and the Tower Limited Common Elements which are part of the Tower Section (in each of the foregoing cases, only to the extent such Board has the obligation or right to do so pursuant to other express provisions of the Condominium Documents); (b) to each Unit Owner, in common with each other Unit Owner, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws, the Underlying Agreements and Insurance Requirements any portions of the grantee Unit Owner's Unit and its appurtenant Exclusive Terraces, if any; (c) to each Unit Owner, and to each Board, in common with each other, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) installing, allowing to remain (and using for their respective intended purposes), maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws, the Underlying Agreements and Insurance Requirements any Common Elements (or Equipment or systems that, but for their location within a Unit, would constitute a Common Element (collectively, "Other Facilities")) located in or only readily accessible through such granting Unit Owner's Unit or Exclusive Terraces which serve other Units (including, without limitation, reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building); (d) to each Board (only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and to the extent reasonably necessary for) preventing or minimizing damage to such Unit or to any other portion of the Property; (e) to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; and/or (f) to each Unit Owner and to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) curing defaults hereunder or under the Condominium By-Laws, the Tower By-Laws or the General Rules and Regulations (if any), or correcting any conditions originating in such Unit Owner's Unit and/or Limited Common Elements and threatening the health, safety and welfare of the Occupants of, or the property located within, another Unit or all or any part of the

Common Elements) and/or for any other purpose for which such grantee is entitled to exercise rights under Article 13 of the Condominium By-Laws. Notwithstanding anything herein to the contrary, each easement granted under clauses (a) through (f) above (other than easements allowing Common Elements and Other Facilities to remain and to be used for their intended purposes), shall, unless otherwise provided in the Condominium Documents, be exercised in accordance with the Access Conduct Standards.

15.7 Signage. Only to the extent permitted under, and subject in all respects to the requirements and provisions of, the Signage Plan, Sections 8.5 and 8.6 hereof and Article 8 of the Condominium By-Laws, each Unit Owner, shall, to the extent permitted by and in accordance with the Underlying Agreements and all applicable Laws, have an easement to erect, affix, maintain, Repair, from time to time, one or more signs on the Property, all in the areas as may be shown in the Signage Plan, and in each case in accordance with the applicable terms and provisions of such Signage Plan, the Underlying Agreements, the Condominium Documents and the Access Conduct Standards.

15.8 Grants For Utilities. The Condominium Board shall have the right (or obligation if requested by one of the other parties referenced in this sentence) to grant over the General Common Elements, each other Board shall have the right (or obligation if requested by one of the other parties referenced in this sentence) to grant over the Tower Limited Common Elements or other limited common elements, and each Unit Owner shall have the right (or obligation, if requested by one of the other parties referenced in this sentence) to grant over its Unit (or such Common Elements to which such Unit has exclusive rights or access), such electric, gas, steam and other utility easements as such granting party (or such requesting party) shall reasonably deem necessary or desirable for the proper operation and maintenance of such portion (or such requesting party's portion) of the Property including, without limitation, certain HY Easements (as hereinafter defined), provided that such easements and utilities (x) do not adversely affect or interfere with, to more than a *de minimis* extent, the use by any non-granting Unit Owner or Board (or such Board's Unit Owners), or any of such Person's Occupants and Permittees, of the General Common Elements, Tower Limited Common Elements or Exclusive Terraces and (y) do not adversely affect or interfere with, to more than a *de minimis* extent, the use, occupancy, business or aesthetics of or at any of the Units (except for Unit(s) of a granting Unit Owner or Board). For purposes of the preceding sentence, any adverse effect on or interference with any visible space that is part of a Tower Limited Common Element, Unit or Exclusive Terrace (other than any temporary adverse effect or interference during the creation and installation of the applicable utility lines and pipes) shall be deemed to be a more than *de minimis* adverse effect on, or interference with, the use of such Tower Limited Common Element, Unit or Exclusive Terrace. Each Board and each Unit Owner shall reasonably cooperate with each other Board and each other Unit Owner in facilitating the siting and installation of any utilities and easements in accordance with the first sentence of this Section 15.8; provided, however, that at any time after any such siting and installation, the location of such easement and utility may, at the grantor Person's request, be moved, so long as such moving, and the new location, do not adversely affect (to more than a *de minimis* extent) the use and benefits of such easement and utility. Any utility company, Electricity Provider (as defined in the Condominium By-Laws) and/or other supplier of utility services including, without limitation, supplier of standby power and thermal energy, and their respective employees and agents shall have the right to use any easement granted pursuant to this Section 15.8, provided that such use shall be subject to the limitations set

forth in this Section 15.8 and elsewhere in the Condominium Documents. The Access Conduct Standards shall apply with respect to the exercise of the easements granted pursuant to this Section 15.8. Without limiting any Board or Unit Owner's ability to grant any additional HY Easements as a FASP Owner as permitted hereunder and pursuant to the terms of the ERY FAPOA Declaration, all of the Unit Owners acknowledge that the HY Easements granted as of the date hereof do not have any adverse effects as described in subclauses (x) and (y) of this Section 15.8.

15.9 Site Specific Easements. The Site Specific Easements (the "Site Specific Easements") as set forth in the Annex (the "Annex") to the ERY FAPOA Declaration, shall be for the exclusive or non-exclusive, as set forth in Exhibit G, benefit of the Condominium Board, Unit Owners (or their respective Declarant Net Lessees) or the Tower Section, as set forth on Exhibit G annexed hereto. All rights and obligations under each of the Site Specific Easements shall be exercised and complied with solely by the Board(s) or Unit Owner(s) which are granted the exclusive or non-exclusive benefit of such Site Specific Easement, and the cost of such compliance shall be allocated Board(s) or Unit Owner(s) which are granted the exclusive or non-exclusive benefit of such Site Specific Easement as more particularly set forth in Exhibit G.

The Condominium Board shall have the sole right and authority to enter into modifications of the Site Specific Easements, as provided for in the Annex, subject to the provisions of Section 2.2.2 of the Condominium By-Laws and any other restrictions contained therein, and provided that the amendment or modification of any Site Specific Easement which is for the sole or exclusive benefit of a particular Unit Owner or which restrict the use of a Unit by any Unit Owner or its other rights with respect thereto shall require the consent of such Unit Owner.

#### 15.10 Roof Telecom Platforms; Other Equipment on Roofs.

15.10.1 The Time Warner Unit Owner shall have the exclusive right (subject to Sections 15.10.6, 15.10.7 and 15.10.8), and such easements as shall be required, at any time and from time to time, to erect, use, lease and license (but only to Time Warner Unit Owner, the Occupants of the Time Warner Unit and their respective Affiliates), maintain, Repair, relocate and operate one or more platforms, supports and structures (each, a "Roof Telecom Platform") on that portion of the Terrace designated on Exhibit J annexed hereto and made a part hereof (it being acknowledged that to the extent that the Terraces shown in Exhibit J conflict with the Floor Plans, the Terraces as shown on Exhibit J shall control) for the purpose of erecting, using, leasing and licensing (but only to Affiliates, and to Occupants of the Time Warner Unit and their Affiliates), maintaining, Repair, relocating and operating antennae, satellite dishes, broadcasting and other communications equipment thereon; provided, however, that the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) shall give prior notice to the Condominium Board and Tower Board for information purposes only of the type and location of any such equipment before installation.

15.10.2 Each Office Unit Owner shall have the right (subject to Sections 15.10.6, 15.10.7 and 15.10.8), and such easements as shall be required, at any time and from time to time, to, subject to reasonable rules of the Tower Board, erect, exclusively use, lease and license, maintain, Repair, relocate and operate one or more Roof Telecom Platforms on the

Tower Roof, in such areas as may be reasonably agreed between the Tower Board and the applicable Office Unit Owner (which may not be on the Terrace designated for the Time Warner Unit Owner on Exhibit J annexed hereto and made a part hereof), for the purpose of erecting, using, leasing and licensing, maintaining, Repairing, relocating and operating antennae, satellite dishes and other communications equipment thereon; provided, however, that (i) the applicable Office Unit Owner shall give prior notice to the Tower Board for information purposes only of the type and location of any such equipment before installation; (ii) such equipment shall not interfere with the operation and use of the Tower Roof (including, without limitation, the Ob Deck Thrill Feature (as defined in the Condominium By-Laws)) or the health and safety of any Building Occupants or users at the Building; and (iii) such equipment is neither visible from the exterior of the Building nor changes the appearance of the Building.

15.10.3 The Ob Deck Unit Owner shall have the exclusive right (subject to Sections 15.10.6, 15.10.7 and 15.10.8), and such easements as shall be required, at any time and from time to time, to exclusively erect, use, lease and license, maintain, Repair, relocate and operate one or more Roof Telecom Platforms on the Tower Roof, in such areas as may be reasonably agreed between the Tower Board and Ob Deck Unit Owner (which may not be on the portion of the Terrace designated for the Time Warner Unit Owner on Exhibit J annexed hereto and made a part hereof), for the purpose of erecting, using, leasing and licensing, maintaining, Repairing, relocating and operating antennae, satellite dishes and other communications equipment thereon; provided, however, that the Ob Deck Unit Owner shall give prior notice to the Tower Board for information purposes only of the type and location of any such equipment before installation.

15.10.4 [Intentionally Omitted]

15.10.5 The word “equipment” as used in Sections 15.10.1 through 15.10.4 shall be deemed to include fiber optic cable and other communications lines, wires, risers, cables and conduits, as well as any other ancillary equipment, based upon all current and future technologies, needed for the proper operation of the communications installations.

15.10.6 Each easement and other right granted under this Section 15.10 must be exercised, and the Roof Telecom Platforms and equipment described in this Section 15.10 must be used, (i) subject to, and in accordance with, clauses (iii), (v), and (vi) of Section 14.2.1 and (ii) in such a way so as to minimize, to the extent reasonably practicable, interference with (x) the exercise of all other easements and other rights granted under this Section 15.10 and (y) the use of the Roof Telecom Platforms and equipment described in this Section 15.10, in each case taking into account the need of the Time Warner Unit Owner that no other communications devices shall interfere with the physical or technical functionality of those used in connection with broadcast and media operations of the Time Warner Unit.

15.10.7 Without limiting Time Warner Unit Owner’s rights with respect to the Initial Time Warner Frequencies, each easement and other right granted pursuant to Sections 15.10.2, 15.10.3 and 15.28 must be exercised, and the Roof Telecom Platforms and equipment described in this Section 15.10 must be in such manner that each Unit Owner shall not interfere with the radio or other wireless frequencies used by any other Unit Owner, a Board or the Association (on behalf of other FASP Owners in the Eastern Rail Yard from time to time in

accordance with the terms of this Section 15.10.7 and Section 15.10.8 (and any applicable provisions of the Annex)) (the “Building Frequencies”), as determined pursuant to the procedure set forth below, which list of Building Frequencies may be supplemented from time to time as more particularly provided below. The Condominium Board, or its managing agent, shall appoint a designated coordinator of the list of Building Frequencies (the “Frequency Coordinator”), which Frequency Coordinator may be an employee of the managing agent, to maintain and supplement a list of all Building Frequencies being used by all Unit Owners, Boards and the Association from time to time, which list of Building Frequencies shall be held in confidence by the Frequency Coordinator, Unit Owners, Boards and the Association. In the event a new frequency proposed to be used by a Unit Owner actually interferes with a frequency that was on a list previously circulated by another Unit Owner and approved by the Frequency Coordinator, the new user shall discontinue use of such new Building Frequency, even if no objection was made to the new Building Frequency.

15.10.8 The Time Warner Unit Owner has provided the Condominium Board with a list of the initial frequencies it intends to utilize (the “Initial Time Warner Frequencies”) to be included on the list of Building Frequencies, and upon the appointment of a Frequency Coordinator, the Condominium Board shall provide the Frequency Coordinator with such Initial Time Warner Frequencies. Nothing set forth in Section 15.10.7 shall prevent Time Warner Unit Owner from utilizing the Initial Time Warner Frequencies. Each Unit Owner shall (and with respect to usage of any frequencies other than the Initial Time Warner Frequencies, Time Warner Unit Owner shall) prior to using any radio or wireless frequency, request the Frequency Coordinator to use such proposed frequency. The Frequency Coordinator shall promptly determine whether such proposed frequency is either on the list of Building Frequencies or interferes with any of the Building Frequencies, and in the event such proposed frequency is on such list or would interfere with the Building Frequencies then being used by other Unit Owners, Boards or FASP Owners, the Frequency Coordinator will instruct the requesting Unit Owner to propose a different frequency, and in the event such frequency is not then on the list of Building Frequencies and/or would not interfere with the Building Frequencies, the Unit Owner may use such frequency, such frequency will be added to the list of Building Frequencies and the Frequency Coordinator will deliver a notice to each Unit Owner and Board of the addition of such Building Frequency. The frequencies utilized by Time Warner Unit Owner from time to time pursuant to this Section 15.10 are hereinafter referred to as “TW Frequencies”.

15.11 Initial Art Installation. Each Tower Unit Owner hereby grants an easement for the installation, maintenance and Repair of the Initial Art Installation (or a similar replacement), which Initial Art Installation (or a similar replacement) shall be deemed a Tower Limited Common Element, on Floor 01 of the Tower Building, including, if applicable, in its Unit or exclusive Tower Limited Common Element space. The costs and expenses associated with the routine maintenance and cleaning of such Initial Art Installation (or a similar replacement) shall be allocated to the Tower Unit Owners in accordance with the Tower Allocation Schedule. Any changes to such installation shall be determined by Unanimous Vote of the Tower Board. As used herein, the “Initial Art Installation” shall initially consist of eleven (11) suspended stainless-steel spheres in previously reviewed and approved locations as well as the table in the Floor 01 Lobby Concourse.

15.12 Time Warner Satellite Equipment; Coordination with BMU and PE 1 Unit. The Time Warner Unit Owner shall have an easement twenty-four (24) hours per day, seven (7) days per week, to erect, affix, maintain, Repair, from time to time, one or more satellite dishes on the TW Mechanical Terrace (the "TW Satellite Equipment"), and the Time Warner Unit Owner shall have an easement of ingress and egress to access the TW Mechanical Terrace through the Time Warner Satellite Access Easement shown as Area 17 on the Floor Plans. The TW Mechanical Terrace is adjacent to the Tower LCE Mechanical Terrace, which Tower LCE Mechanical Terrace will contain window washing equipment serving the Tower Building. Any window washing performed by the Tower Board using such window washing equipment shall be coordinated in advance with the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) (with respect to the Time Warner Unit Exclusive Terraces) and the PE 1 Unit Owner (with respect to the PE 1 Unit Exclusive Terrace) such that upon Tower Board's notification that it intends to schedule window washing, the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) and the PE 1 Unit Owner, respectively, shall each provide reasonable advance notice to the Tower Board of commercially reasonable times that the Tower Board can utilize the window washing equipment, provided, however, the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) shall have the right to change the available times upon prior notice (given as soon as practicable under the circumstances) to the Tower Board in the event the TW Satellite Equipment must be used during the allotted window washing times for breaking news purposes. In furtherance thereof, the Time Warner Unit Owner and the PE 1 Unit Owner shall each grant access to its Exclusive Terrace and appurtenant areas to accommodate such window washing equipment and to facilitate such window washing. The expected initial configuration (the "Initial Configuration") of the Time Warner Unit Owner's TW Satellite Equipment is described and depicted in that certain RFR Report by Smith and Fisher LLC dated as of July 10, 2015 (the "RFR Report"). In the event the Time Warner Unit Owner intends to change the configuration or direction of any TW Satellite Equipment (including any change from the Initial Configuration prior to the installation of the TW Satellite Equipment), either in connection with requirements or any applicable Laws or otherwise, the Time Warner Unit Owner shall (1) provide written notice of the same to the Tower Board, which notice shall provide reasonable detail of such change, following which notice the Tower Board (by 75% Tower Common Interest Vote of the Tower Board other than the member designated by the Time Warner Unit Owner and with the affirmative consent of the member designated by the PE 1 Unit Owner) may, within five (5) Business Days, object to such reconfiguration or change on the basis of adverse health and safety effects on the Building and/or to any Occupants thereof, and (2) comply with all applicable Laws, including, without limitation, any rules and regulations issued by the Federal Communications Commission ("FCC") (or any successor agency or regulator), in connection with such reconfiguration or redirection. Upon completion of the initial installation of the TW Satellite Equipment, Time Warner Unit Owner shall cause all necessary field inspections to be performed to confirm that the TW Satellite Equipment performance is consistent with the RFR Report and applicable Laws, including, without limitation, any rules and regulations issued by the FCC (or any successor agency or regulator), and shall deliver to the Tower Board (which shall then deliver to each of the Tower Units) the results of such inspections to the extent necessary to confirm the foregoing. Once such TW Satellite Equipment is operational, Time Warner Unit Owner shall provide an updated RFR Report or similar report of a qualified engineer demonstrating that there is no electromagnetic radiation or other hazards as a

result of the satellite equipment. In connection with Time Warner Unit Owner's operation of the TW Satellite Equipment, Time Warner Unit Owner shall deliver to the Tower Board (which shall then deliver to each of the Tower Units) copies of (i) any notices received by Time Warner Unit Owner of any material legal, regulatory or other violations regarding the operation of Time Warner Unit Owner's TW Satellite Equipment which violations have the potential to affect the health and safety of any Occupants of the Building, and (ii) the results of any annual tests of such satellite equipment performed to maintain compliance with applicable Laws, including, without limitation, any rules and regulations issued by the FCC (or any successor agency or regulator). The Tower Board and the Time Warner Unit Owner shall adopt a precautionary process for deploying the Building Maintenance Unit (the "BMU") and managing the operation of the TW Satellite Equipment to reduce the risk of injury to Building personnel and others by reason of operation of the same. For the avoidance of doubt, Time Warner Unit Owner shall at all times operate the TW Satellite Equipment in accordance with all applicable Laws, including, without limitation, any rules and regulations issued by the FCC (or any successor agency or regulator).

15.13 Reconfiguration Affecting Easements and Access Rights. Subject to the final sentence of this Section 15.13 and other applicable provisions of the Condominium Documents (e.g., with respect to Alterations): (i) each Unit Owner shall have the right to reconfigure any of its Unit and/or Exclusive Terraces; and (ii) each Board (other than the Condominium Board), with respect to the Tower Limited Common Elements or other limited common elements of its Section, shall have the right to reconfigure any such Common Elements, in each case notwithstanding any easement or access right granted to any other Person over or to such area or with respect thereto. Notwithstanding the foregoing however, no such reconfiguration by a Unit Owner or Board shall: (y) preclude, unreasonably restrict or interfere with the benefits of such easement or access right by any Person intended by this Declaration to be a beneficiary of any such easement or access right for its intended purpose; and/or (z) in any material respect, increase the burden to any Unit (other than the Unit owned by such Unit Owner, if applicable, and the Units relating to such Board, if applicable), or its Unit Owner and/or its appurtenant Exclusive Terraces.

15.14 Certain Elevators. With respect to the following elevators (identified on the Floor Plans with the designations described below), the following specific easements are hereby created in favor of the Persons identified below:

15.14.1 [Intentionally Omitted.]

15.14.2 The Office Unit Owners and Ob Deck Unit Owner shall have the exclusive easement and right to use the service elevators labeled as 102 on the Floor Plans, use of which shall be coordinated with such Unit Owners by the Tower Board. Among other things, the Tower Board shall provide that service elevator 102 shall run at all times (except in the event of an Emergency) from the VIP Parking Area to the Office Units and to the Ob Deck Unit, and shall open at all floors of the Office Units and the Ob Deck Unit. The Time Warner Unit Owner shall be entitled to access to service elevator 102 (i) on an as needed basis for transportation of "VIPs", in each case as coordinated with the Tower Section's managing agent, (ii) in the event of and during the duration of a breakdown of service elevators 103 and 104, or (iii) on reasonable prior notice to the Office Unit Owners and Ob Deck Unit Owner of a need to use such service elevator for a special need on rare occasions if neither service elevator 103 nor 104 will meet the



needs of such delivery; provided that the access provided in each of the foregoing clauses (i)-(iii) shall be subject to the Office Unit Owners' unrestricted, 24/7 access to service elevator 102 for registered staff and designated visitors of the Office Unit Owners. In connection with any use by the Time Warner Unit Owner, the Time Warner Unit Owner shall pay to the Tower Board the Time Warner Unit's pro rata share of the actual reasonable out-of-pocket costs incurred by the Tower Board in connection with maintaining, operating and Repairing service elevator 102 based on the Time Warner Unit's use of the same as a proportion of total use, which costs shall be billed by, or on behalf of, the Tower Board to the Time Warner Unit Owner from time to time and payable by the Time Warner Unit Owner to the Tower Board within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the Time Warner Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Tower Board pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate. If there is a dispute regarding the out-of-pocket costs incurred by the Tower Board or the pro rata allocation of the same, then such dispute will be submitted to Arbitration in accordance with Article 15 of the Condominium By-Laws.

15.14.3 Time Warner Unit Owner shall provide for access to the Office Unit Owners or Ob Deck Unit Owner for use of service elevator 103 (i) in the event of and during the duration of a breakdown of service elevators 101 and 102 and (ii) on reasonable prior notice to Time Warner Unit Owner of a need to use such service elevator for a special need on rare occasions if neither service elevator 101 or 102 will meet the needs of such delivery; provided that the access provided in each of the foregoing clauses (i)-(ii) shall be subject to the Time Warner Unit Owner's unrestricted, 24/7 access to service elevator 103 for registered staff and designated visitors of the Time Warner Unit Owner. In connection with any use by the Office Unit Owners or Ob Deck Unit Owner, such Unit Owner shall pay to the Time Warner Unit Owner such Unit's pro rata share of the actual reasonable out-of-pocket costs incurred by the Time Warner Unit Owner in connection with maintaining, operating and Repairing service elevator 103 based on such Unit's use of the same as a proportion of total use, which costs shall be billed by, or on behalf of, the Time Warner Unit Owner to the applicable Office Unit Owner and Ob Deck Unit Owner from time to time and payable by such Unit Owner(s) to the Time Warner Unit Owner within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event any Office Unit Owner or the Ob Deck Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Time Warner Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate. If there is a dispute regarding the out-of-pocket costs incurred by the Time Warner Unit Owner or the pro rata allocation of the same, then such dispute will be submitted to Arbitration in accordance with Article 15 of the Condominium By-Laws.

15.14.4 The Tower Board and each Tower Unit Owner other than Time Warner Unit Owner shall have a non-exclusive easement to use, as needed, the service elevator labeled as 101 on the Floor Plans, use of which shall be coordinated with such Unit Owners by the Tower Board. The Retail Unit Owner shall have a non-exclusive easement to use, as needed to access Retail Systems or its Unit Owner MEP Easement Areas, the service elevator labeled as 101 on the Floor Plans, use of which shall be coordinated by the Tower Board. In connection with any use by the Retail Unit Owner, the Retail Unit Owner shall pay to the Tower Board the

Retail Unit's pro rata share of the actual reasonable out-of-pocket costs incurred by the Tower Board in connection with maintaining, operating and Repairing service elevator 101 based on such Unit's use of the same as a proportion of total use, which costs shall be billed by, or on behalf of, the Tower Board to the Retail Unit Owner from time to time and payable by the Retail Unit Owner to the Tower Board within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the Retail Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Tower Board pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate. If there is a dispute regarding the out-of-pocket costs incurred by the Tower Board or the pro rata allocation of the same, then such dispute will be submitted to Arbitration in accordance with Article 15 of the Condominium By-Laws.

15.14.5 The Retail Unit Owner shall have the right to use Time Warner service elevator 105 from time to time for access between the loading dock and the Retail Unit indicated as Area 29 on the Floor Plans. The Retail Unit Owner shall pay to the Time Warner Unit Owner the Retail Unit's pro rata share of the actual reasonable out-of-pocket costs incurred by the Time Warner Unit Owner in connection with maintaining, operating and Repairing the Time Warner service elevator based on the Retail Unit's use of the same as a proportion of total use, which costs shall be billed by, or on behalf of, the Time Warner Unit Owner to the Retail Unit Owner from time to time and payable by the Retail Unit Owner to the Time Warner Unit Owner within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the Retail Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Time Warner Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate. If there is a dispute regarding the out-of-pocket costs incurred by the Time Warner Unit Owner or the pro rata allocation of the same, then such dispute will be submitted to Arbitration in accordance with Article 15 of the Condominium By-Laws.

#### 15.15 Mechanical Easement Areas.

15.15.1 Time Warner Unit Owner. The Time Warner Unit Owner shall have an exclusive easement, at its sole cost and expense, twenty-four (24) hours per day, seven (7) days per week, to install, use, maintain, repair, replace, and operate systems and mechanical equipment benefitting or utilized by the Time Warner Unit in the General Common Elements, Tower Limited Common Elements and/or the Retail Unit (and each such mechanical easement areas for the TW Unit are identified on the Floor Plans as Area 14 and Area 07) (the "TW MEP Easement Areas"). Such exclusive easement shall be subject to the reasonable requirements of the Condominium Board, for those TW MEP Easement Areas located in General Common Elements, the Tower Board, for those TW MEP Easement Areas located in the Tower Limited Common Elements, and the Retail Unit Owner, for those TW MEP Easement Areas located in the Retail Unit in each case taking into account the importance of such easement to the operation of the business conducted in the Time Warner Unit and for the Time Warner Unit Owner to have access to such equipment and systems in accordance with the immediately preceding sentence. Each easement and other right granted under this Section 15.15.1 must be exercised, and all such installations and equipment must be used in such a way, so as to minimize, to the extent reasonably practicable, interference with the exercise of the other easements and other rights granted under this Section 15.15 and the rights of other Unit Owners and the Boards under this

Declaration, the Condominium By-Laws and the Tower By-Laws and in accordance with the protocol entitled "Mechanical Easement Access Protocols". The Unit Owners hereby acknowledge that the use and operation of the TW MEP Easement Areas as designated on the Floor Plans as of the date hereof for their intended and permitted uses shall not be deemed to unreasonably interfere with the operations of any other Unit or any Common Elements. The easements and other rights referred to in this Section 15.15.1 shall include access to and use of reasonable space in the General Common Elements or Tower Limited Common Elements, as designated by the Tower Board, Condominium Board or any affected Unit Owner, to run and maintain, at the Time Warner Unit Owner's sole cost and expense, conduits to and from the equipment and/or mechanical systems installed in such TW MEP Easement Areas. Such right of access and use by the Time Warner Unit Owner shall be exercised in such a manner as will not unreasonably interfere with the use, occupancy or other operating systems of any General Common Elements or Tower Limited Common Elements, or any other Unit or Section.

15.15.2 Other Unit Owners. Each Unit Owner other than the Time Warner Unit Owner shall have an exclusive easement, at its sole cost and expense, to install, use, maintain, repair, replace, and operate systems and mechanical equipment benefitting or utilized by such Unit in the General Common Elements and Tower Limited Common Elements as mechanical easements areas for such Unit (each a "Unit Owner MEP Easement Areas"), subject to the reasonable requirements of the Condominium Board, for those Unit Owner MEP Easement Areas located in General Common Elements, the Tower Board, for those Unit Owner MEP Easement Areas located in the Tower Limited Common Elements, and the Retail Unit Owner, for those Unit Owner MEP Easement Areas located in the Retail Unit and in accordance with the Mechanical Easement Access Protocols. Each easement and other right granted under this Section 15.15.2 must be exercised, and all such installations and equipment must be used in such a way, so as to minimize, to the extent reasonably practicable, interference with the exercise of the other easements and other rights granted under this Section 15.15 and the rights of other Unit Owners and the Boards under this Declaration, the Condominium By-Laws and the Tower By-Laws. The Unit Owners hereby acknowledge that the use and operation of the Unit Owner MEP Easement Areas as designated on the Floor Plans as of the date hereof for their intended and permitted uses shall not be deemed to unreasonably interfere with the operations of any other Unit or any Common Elements. The easements and other rights referred to in this Section 15.15.2 shall include access to and use of reasonable space in the General Common Elements and Tower Limited Common Elements, as designated by the Tower Board, Condominium Board or any affected Unit Owner, to run and maintain, at the applicable Unit Owner's sole cost and expense, conduits to and from the equipment and/or mechanical systems installed in such Unit Owner MEP Easement Areas, including, without limitation, an easement in favor of the Retail Unit Owner to access mechanical space located in certain Tower Limited Common Elements on Floor 8 in the Retail Mechanical Easement Areas (and over the Retail Mechanical Access Path Easement) shown as Area 08 on the Floor Plans. Such right of access and use by each Unit Owner shall be exercised in such a manner as will not unreasonably interfere with the use, occupancy or other operating systems of any General Common Elements or Tower Limited Common Elements, or any other Unit or Section. With respect to the exercise of any easements through the Retail Unit by the Office Unit Owners, the applicable Office Unit Owner shall pay to the Retail Unit Owner its pro rata share of the actual reasonable out-of-pocket maintenance costs incurred by Retail Unit Owner in connection with maintaining and Repairing such easement areas, which costs shall be billed by, or on behalf of, the Retail Unit Owner to the applicable

Office Unit Owner from time to time and payable by such Office Unit Owner to the Retail Unit Owner within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the applicable Office Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Retail Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate.

15.15.3 WF Unit Owner. The WF Unit Owner shall have an exclusive easement, at its sole cost and expense, twenty-four (24) hours per day, seven (7) days per week, to install, use, maintain, repair, replace, and operate systems and mechanical equipment benefitting or utilized by the WF Unit on Floors 6 and 7 as mechanical easements and WF dedicated pull box areas for the WF Unit (as identified on the Floor Plans as Area 30) (the "WF Support Space Easement Area"). Such exclusive easement shall be subject however to the reasonable requirements of the Condominium Board, for those WF Support Space Easement Areas located in General Common Elements, the Tower Board, for those WF Support Space Easement Areas located in the Tower Limited Common Elements, and the other Tower Unit Owners, to the extent required for access, including, without limitation, the right of Retail Unit Owner to access the Retail Unit storage closet on Floor 7 of the Tower Building, in each case taking into account the importance of such easement to the operation of the business conducted in the WF Unit and for the WF Unit Owner to have access to such equipment and systems in accordance with the immediately preceding sentence. Each easement and other right granted under this Section 15.15.3 must be exercised, and all such installations and equipment must be used in such a way, so as to minimize, to the extent reasonably practicable, interference with the exercise of the other easements and other rights granted under this Section 15.15 and the rights of other Unit Owners and the Boards under this Declaration, the Condominium By-Laws and the Tower By-Laws and in accordance with the Mechanical Easement Access Protocols. The Unit Owners hereby acknowledge that the use and operation of the WF Support Space Easement Areas as designated on the Floor Plans as of the date hereof for their intended and permitted uses shall not be deemed to unreasonably interfere with the operations of any other Unit or any Common Elements. The easements and other rights referred to in this Section 15.15.3 shall include access to and use of reasonable space in the General Common Elements or Tower Limited Common Elements, as designated by the Tower Board, Condominium Board or any affected Unit Owner, to run and maintain, at the WF Unit Owner's sole cost and expense, conduits to and from the equipment and/or mechanical systems installed in such WF Support Space Easement Areas. Such right of access and use by the WF Unit Owner shall be exercised in such a manner as will not unreasonably interfere with the use, occupancy or other operating systems of any General Common Elements or Tower Limited Common Elements, or any other Unit or Section.

15.15.4 Retail Unit Owner. The Retail Unit Owner shall have an exclusive easement, at its sole cost and expense, twenty-four (24) hours per day, seven (7) days per week, to install, use, maintain, repair, replace, and operate systems and mechanical equipment benefitting or utilized by the Retail Unit in the General Common Elements as a mechanical easements area for the Retail Unit (as identified on the Floor Plans as Area 23) (the "Retail Mechanical Easement"). Such exclusive easement shall be subject to the reasonable requirements of the Condominium Board, taking into account the importance of such easement to the operation of the business conducted in the Retail Unit and for the Retail Unit Owner to

have access to such equipment and systems in accordance with the immediately preceding sentence. Each easement and other right granted under this Section 15.15.4 must be exercised, and all such installations and equipment must be used in such a way, so as to minimize, to the extent reasonably practicable, interference with the exercise of the other easements and other rights granted under this Section 15.15 and the rights of other Unit Owners and the Boards under this Declaration, the Condominium By-Laws and the Tower By-Laws and in accordance with the Mechanical Easement Access Protocols. The Unit Owners hereby acknowledge that the use and operation of the Retail Mechanical Easement as designated on the Floor Plans as of the date hereof for their intended and permitted uses shall not be deemed to unreasonably interfere with the operations of any other Unit or any Common Elements. The easements and other rights referred to in this Section 15.15.4 shall include access to and use of reasonable space in the General Common Elements or Tower Limited Common Elements, as designated by the Tower Board, Condominium Board or any affected Unit Owner, to run and maintain, at the Retail Unit Owner's sole cost and expense, conduits to and from the equipment and/or mechanical systems installed in such Retail Mechanical Easement. Such right of access and use by the Retail Unit Owner shall be exercised in such a manner as will not unreasonably interfere with the use, occupancy or other operating systems of any General Common Elements or Tower Limited Common Elements, or any other Unit or Section.

15.16 Retail Building Roof. The Tower Unit Owners shall have an access easement over the Boiler Room Walking Path Access Easement shown as Area 14 on the Floor Plans to be used to access the boiler room on the Retail Building Roof. The Time Warner Unit Owner shall also have an access easement over the Time Warner Podium Roof Access area shown as Area 07 on the Floor Plans and the TW Easement area shown as Area 02 on the Floor Plans to be used to access Time Warner Systems located on the Retail Building Roof. The WF Unit Owner shall also have an access easement over the Wells Fargo Easement shown as Area 25 on the Floor Plans to be used to access the WF Systems located on the Retail Building Roof. With respect to the exercise of any such easements, the applicable Tower Unit Owner(s) shall pay to the Retail Unit Owner its pro rata share of the actual reasonable out-of-pocket maintenance costs incurred by Retail Unit Owner in connection with maintaining and Repairing such easement areas, which costs shall be billed by, or on behalf of, the Retail Unit Owner to the applicable Tower Unit Owner(s) from time to time and payable by the applicable Tower Unit Owner to the Retail Unit Owner within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the applicable Tower Unit Owner(s) or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Retail Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate. If there is a dispute regarding the out-of-pocket costs incurred by the Retail Unit Owner or the pro rata allocation of the same, then such dispute will be submitted to Arbitration in accordance with Article 15 of the Condominium By-Laws.

15.17 VIP Drop Off/Waiting Area. The Tower Unit Owners shall jointly have an exclusive easement in the Tower A Loading Dock over the areas (the "VIP Parking Area") labeled as VIP Drop-Off/Waiting Area Easement shown as Area 11 on the Floor Plans to allow cars to drive through and await pickup and drop off of Occupants and Permittees of the Tower Units. The VIP Parking Area shall only be used for such purposes, and not for other loading dock purposes, provided that the portion of the loading dock berth on the southern end of such VIP Parking Area as depicted on Exhibit R annexed hereto and made a part hereof may be used

for other loading dock purposes. The rights of the Tower Unit Owners under this Section 15.17 shall be subject to the security protocols and exclusive use rights of certain Unit Owners set forth in Exhibit U annexed hereto and made a part hereof and any other rules, regulations or protocols adopted by the Tower Board bearing on the use of the VIP Parking Area and VIP Drop-Off/Waiting Area.

15.18 Thermal Easements. The Retail Unit Owner shall have an exclusive easement to use, maintain, operate, alter, remove and Repair the thermal system connection Equipment more particularly set forth on Exhibit W annexed hereto and made a part hereof.

15.19 Technology Easements. The following Unit Owners shall have the right and easements in this Section 15.19 with respect to the telecommunications services and equipment. These easements shall not (i) prevent or unreasonably interfere with the normal business use of any Unit, or (ii) adversely affect or interfere with the use of any other Common Elements by more than a *de minimis* extent.

15.19.1 In addition to, and without limiting in any manner, the generality of the easements and rights granted under Sections 15.3 and 15.8 above, Article 14 or elsewhere herein, the campus-wide technology manager, ERY HYPIS LLC (together with its successors and assigns, "Tech Co") shall be granted an exclusive right and easement for use, access and control of the Shared Technology Equipment. Such access easement shall only be utilized where in the sole judgment of Tech Co (or such Affiliates, Occupants or designees), such access through any such floor is necessary to properly utilize, operate and maintain the telecommunications services it is then providing, including the proper operation of the Technology System. The aforesaid easement shall be exercised in a commercially reasonable, expeditious and economic manner and is not intended to include the right to install or relocate cables, fiber optics, waveguides or other transmission media and equipment to any other area in the Building following final completion of the Building, but is merely intended for the purposes of performing the work within the Shared Technology Equipment described above.

15.19.2

(a) Without the consent of Tech Co, neither the Condominium Board, Tower Board nor any Owner or other Occupant of a Unit shall (i) install any partition, (ii) affix to the walls any improvements, equipment, fixtures or furniture or (iii) place any permanent or not readily movable (without damage) improvements, equipment, fixtures or furniture (other than carpeting or other floor covering), in or on the Shared Telecom Equipment, including, without limitation, the telecom cable risers, or (iv) cause or permit anything to penetrate or affix to any portion of the Shared Telecom Equipment, including, without limitation, the telecom cable risers.

(b) Further, Tech Co shall have the exclusive right and power to coordinate and control access to the Shared Technology Equipment for access by a Unit Owner to any of such Unit Owner's Dedicated Technology Equipment located therein in connection with the installation of cables, maintenance, operation, alteration, Repair, substitution, expansion or renewal (the "Telecom Permitted Access") of the same.

15.19.3 The Time Warner Unit Owner shall have an exclusive easement over the TW Dedicated Technology Equipment and the Dedicated TW Technology Conduits (as defined in the Annex) for the purpose of transmission of telecommunication services and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the Time Warner Unit Owner and shall be in accordance with the Access Conduct Standards.

15.19.4 The WF Unit Owner shall have an exclusive easement over the WF Dedicated Technology Equipment for the purpose of transmission of telecommunication services and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the WF Unit Owner and shall be in accordance with the Access Conduct Standards.

15.19.5 The PE 1 Unit Owner shall have an exclusive easement over the PE 1 Dedicated Technology Equipment for the purpose of transmission of telecommunication services and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the PE 1 Unit Owner and shall be in accordance with the Access Conduct Standards.

15.19.6 The RHY Unit Owner, OX Unit Owner and Ob Deck Unit Owner shall each share a generally exclusive easement over the RHY/OX/OBD Technology Equipment for the purpose of transmission of telecommunication services and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the RHY Unit Owner, OX Unit Owner and Ob Deck Unit Owner and shall be in accordance with the Access Conduct Standards. Any and all determinations with respect to the RHY/OX/OBD Technology Equipment shall be determined solely by the RHY Unit Owner, OX Unit Owner and Ob Deck Unit Owner in proportion to its Common Interest as between such Units.

15.19.7 In furtherance of Section 8-7 of Exhibit J to the ERY FAPOA Declaration, the Plaza Owner shall have an exclusive easement over the Plaza Dedicated Technology Equipment for the purpose of transmission of telecommunication services and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the Plaza Owner and shall be in accordance with the Access Conduct Standards.

15.19.8 The PE 2 Unit Owner shall have an exclusive easement over the PE 2 Dedicated Technology Sleeves for the purpose of transmission of telecommunication services,

for the installation, maintenance and Repair of conduits and other related equipment (to be installed, maintained and Repaired at the sole cost and expense of the PE 2 Unit Owner) and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the PE 2 Unit Owner and shall be in accordance with the Access Conduct Standards.

15.19.9 [Intentionally Omitted.]

15.19.10 The Retail Unit Owner shall have a generally exclusive easement over the Retail Dedicated Technology Equipment for the purpose of transmission of telecommunication services and in connection with the Telecom Permitted Access. Provided, however, Tech Co, to the extent necessary, shall have the right to access such areas in connection with the Telecom Permitted Access of the Technology System, in which case such access shall be on commercially reasonable prior advance notice to the Retail Unit Owner and shall be in accordance with the Access Conduct Standards.

15.20 Sidewalks. Subject to the provisions of Section 15.3, all Unit Owners shall have a right and easement to use the sidewalks and the ramps, stairways, entrances and exits which are General Common Elements and any replacements thereof for the sole purpose of providing all Unit Owners, Occupants and Permittees a means of ingress and egress to and from the Building and the respective Unit to which such Persons are entitled to use and an approach to and from the public street, in each case, subject to compliance with the provisions of the Condominium By-Laws. The obligation to maintain sidewalks shall be as set forth in Section 6.2.2(j) of the Condominium By-Laws.

15.21 Observation Deck Easements.

15.21.1 The Ob Deck Unit Owner shall have an access easement and rights of egress through the entrance and lobby areas on the ground floor of the building which comprise General Common Elements and publicly accessible areas of the Retail Unit and for use of the service elevators designated as 101 and 102 on the Floor Plans (which use shall be in accordance with Section 15.14 of this Declaration) to provide access to the Ob Deck Unit from the Retail Building and the Tower Building. Notwithstanding anything contained herein to the contrary, patrons of the Ob Deck Unit shall not, under any circumstances, have the right to use any non-public lobbies or elevators (which non-public areas, for the avoidance of doubt, specifically exclude the common areas of Floors 4 and 5 of the Retail Unit and the service elevators 101 and 102 in accordance with Section 15.14.2 of this Declaration and Section 6.2.2(p) of the Tower By-Laws) to access the Ob Deck Unit, or access the Ob Deck Unit from the Northwest Tower Entrance (shown as Area 32 on the Floor Plans) or Floor 01 Lobby Concourse (shown as Area 33 on the Floor Plans) or elevators 11 or 307.

15.21.2 With respect to the space and wall on Level 04 of the Floor Plans referencing this Section 15.21.2, even if such space is demised from time to time pursuant to the terms of a lease, at all times that Ob Deck Unit Owner is not the lessee of such space, Retail Unit



Owner shall have the obligation to operate, maintain and make available for ingress and egress such circulation space for the benefit of the Ob Deck Unit Owner.

15.22 Below-Platform Mechanical Areas.

15.22.1 With respect to such easements benefitting the Property in Section 2(a)(1) of the Supplement to the Master Declaration which provide for access to and use of certain portions of the Yards Parcel (as defined in the Master Declaration), each of (1) Time Warner Unit Owner, (2) WF Unit Owner and (3) the Tower Board shall, respectively, be entitled to the exclusive right to use and benefit from such easement in the areas designated to such Unit Owner or Board on Exhibit C annexed hereto, provided that any rights (and any associated obligations in connection with the use of such easement rights) shall be exercised and complied with by such Unit Owner or Tower Board (as applicable), and the cost of such use (and compliance) by such Unit Owner or Tower Board (as applicable) in connection therewith shall be at such Unit Owner's or Tower Board's sole cost and expense (as applicable).

15.22.2 With respect to such easements benefitting the Property in Section 2(a)(2) and (3) of the Supplement to the Master Declaration which provide for access to and use of certain portions of the Yards Parcel as more particularly described and depicted in the Supplement to the Master Declaration, the Retail Unit Owner shall be entitled to the exclusive right to benefit from such easement, provided that any rights (and any associated obligations in connection with the use of such easement rights) shall be exercised and complied with by the Retail Unit Owner, and the cost of such use (and compliance) by the Retail Unit Owner in connection therewith shall be at Retail Unit Owner's sole cost and expense.

15.23 ERY Easements. The Units are intended to be benefitted and burdened by the provisions of the ERY FAPOA Declaration and easements in the Annex that benefit and burden the Property, subject to the limitations on Site Specific Easements set forth in Section 15.9. These include certain easements granted by the Condominium for the benefit of the Association and other FASP Owners and occupants of FASP Parcels (the "HY Easements"), and the initial HY Easements granted by the Condominium Board are set forth on Exhibit I annexed hereto. Without limiting the generality of the foregoing, the Condominium Board shall have the right to grant any HY Easements to the General Common Elements as more particularly provided in the ERY FAPOA Declaration (subject to the provisions of Section 2.2.2 of the Condominium By-Laws), certain Unit Owners will assume specific obligations under the ERY FAPOA Declaration to the extent specifically provided therein, and all Unit Owners shall have liability to the extent set forth in Article 13 of the ERY FAPOA Declaration and Section 3.4 of the Master Declaration (provided that no Unit Owner shall be liable for the use of an easement granted to the Property pursuant to the ERY FAPOA Declaration which is for the exclusive benefit of a different Unit Owner).

15.24 Loading Dock Easements.

15.24.1 Tower A Loading Dock. The Tower Unit Owners shall have the easement rights with respect to the Tower A Loading Dock as provided in Section 5.1. The Time Warner Unit Owner shall have the exclusive easement rights set forth in Section 5.1.2, subject to the terms and conditions thereof.

15.24.2 Retail Loading Dock. The Unit Owners shall have the easements of pedestrian ingress and egress as provided in Section 5.2.1. The Time Warner Unit Owner shall have the exclusive easement rights set forth in Section 5.2.2, subject to the terms and conditions thereof.

15.25 Sponsorship Easements. The Retail Unit Owner shall have any such easements (including, without limitation, the right to use and access any conduit or other utility, Meet-Me and telecom rooms servicing any Sponsorship Item) through the Common Elements as necessary or required to exercise the Retail Sponsorship Rights as provided in Sections 8.5 and 8.6 of the Condominium By-Laws, in, on, over and through the Retail Building and the Retail Sponsorship Easement Areas (shown as Area 18 on the Floor Plans) (the "Retail Sponsorship Easement Areas") to exercise the Retail Sponsorship Rights set forth in Sections 8.5 and 8.6 of the Condominium By-Laws. For the avoidance of doubt, any limitation of use of the Common Elements in these Condominium Documents shall not be construed to prohibit such Retail Sponsorship Rights or Sponsorship Items (as defined in the Condominium By-Laws) in accordance with Sections 8.5 and 8.6 of the Condominium By-Laws.

15.26 Sky Lobby and Elevators Exclusive Easements.

15.26.1 The Office Unit Owners shall have an easement to exclusively use those portions of Floor 22 on the Floor Plans as more particularly described in this Section 15.26 and identified as Areas 20, 37 and 38 (the "Office Sky Lobby Concourse"), which are Tower Limited Common Elements; provided that such rights shall be subject to the exclusive rights granted to a particular Office Unit Owner or Owners in this Section 15.26 hereof or to any easements granted in this Section 15.26 hereof. The Office Sky Lobby Concourse shall be operated and maintained by the Tower Board and costs associated therewith shall be allocated in accordance with the Tower Allocation Schedule.

15.26.2 The RHY Unit Owner, OX Unit Owner and WF Unit Owner shall have an easement to use that portion of the Office Sky Lobby Concourse indicated as Area 37 on the Floor Plans and elevators labeled as B3, B4 and C1 through C7, together with their shafts, pits, slab openings, overrun and mechanical rooms, which are all Tower Limited Common Elements, which shall be for each of the RHY Unit Owner's, the OX Unit Owner's and the WF Unit Owner's exclusive use except for the following: the Tower Unit Owners shall have all necessary rights of egress for fire or emergency purposes through such portion of the Office Sky Lobby Concourse.

15.26.3 The Tower Elevators labeled as F1-F9 and appurtenant elevator landing(s) indicated as Area 20 on the Floor Plans, together with their shafts, pits, slab openings, overrun and mechanical rooms, which are all Tower Limited Common Elements, shall be for the generally exclusive use of the OX Unit Owner and the WF Unit Owner and shall be operated, maintained and Repaired by the Tower Board at the sole cost and expense of the OX Unit Owner and the WF Unit Owner, which cost shall be allocated as set forth on the Tower Allocation Schedule; provided that the right granted in this Section 15.26.3 shall be subject to an easement benefitting RHY Unit Owner in favor of its Occupant(s) of Floors 48 through 50 of the RHY Unit, if any, to use such elevators for access to such space. The RHY Unit Owner shall pay to the Tower Board (which shall reimburse each of the OX Unit Owner and the WF Unit Owner

proportionately to its respective allocation on the Tower Expense Allocation Schedule) the RHY Unit's pro rata share of the actual reasonable out-of-pocket costs incurred by the OX Unit Owner and the WF Unit Owner in connection with maintaining, operating and Repairing such Tower Elevators which pro rata portion of floors served which shall be calculated based on the REBNY useable square footage, which costs shall be billed by, or on behalf of, the Tower Board on behalf of the OX Unit Owner and the WF Unit Owner to the RHY Unit Owner from time to time and payable by the RHY Unit Owner to the Tower Board within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the RHY Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Tower Board on behalf of the OX Unit Owner and the WF Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate.

15.26.4 The elevators labeled as G1-G9 and appurtenant elevator landings indicated as Area 38 on the Floor Plans, together with their shafts, pits, slab openings, overrun and mechanical rooms, which are all Tower Limited Common Elements, shall be for the generally exclusive use of the RHY Unit Owner, the PE 1 Unit Owner and the PE 2 Unit Owner and shall be operated, maintained and Repaired by the Tower Board at the sole cost and expense of the RHY Unit Owner, the PE 1 Unit Owner and the PE 2 Unit Owner, which costs shall be allocated as set forth on the Tower Allocation Schedule.

#### 15.27 Office Units Internal Stairways.

15.27.1 The RHY Unit Owner shall have the non-exclusive right and easement to use the internal fire staircases connecting contiguous floors of the RHY Unit as convenience stairs, provided that the RHY Unit Owner, at its sole cost, and subject to the applicable provisions of the Condominium Documents complies with all applicable Laws in connection with such use and any Alterations made thereto. In using such staircases and in preparing the same for use by RHY Unit Owner, the RHY Unit Owner shall be responsible for all costs and expenses in connection therewith and shall comply with the terms of the Condominium Documents and all applicable Laws and insurance requirements. The RHY Unit Owner shall not use any shared fire stairways so as to interfere with the rights of other Unit Owners, tenants and/or occupants in the Tower Building, and such easement shall not allow for any right of Occupants in the RHY Unit to access any portions of the Time Warner Unit (other than stairway egress in the event of an Emergency). The RHY Unit Owner shall have the right to cosmetically improve and upgrade the stairwell area and generally decorate and add additional directional signage and enhanced lighting to such fire stairs, provided that (i) such Alterations do not violate any applicable Laws and/or insurance requirements, and (ii) such Alterations do not increase any Board's insurance costs.

15.27.2 The PE 1 Unit Owner shall have the non-exclusive right and easement to use the internal fire staircases connecting contiguous floors of the PE 1 Unit as convenience stairs, provided that the PE 1 Unit Owner, at its sole cost, and subject to the applicable provisions of the Condominium Documents complies with all applicable Laws in connection with such use and any Alterations made thereto. In using such staircases and, in preparing the same for use by PE 1 Unit Owner, the PE 1 Unit Owner shall be responsible for all costs and expenses in connection therewith and shall comply with the terms of the Condominium Documents and all

applicable Laws and insurance requirements. The PE 1 Unit Owner shall not use any shared fire stairways so as to interfere with the rights of other Unit Owners, tenants and/or occupants in the Tower Building, and such easement shall not allow for any right of Occupants in the PE 1 Unit to access any portions of the Time Warner Unit (other than stairway egress in the event of an Emergency). The PE 1 Unit Owner shall have the right to cosmetically improve and upgrade the stairwell area and generally decorate and add additional directional signage and enhanced lighting to such fire stairs, provided that (i) such Alterations do not violate any applicable Laws and/or insurance requirements, and (ii) such Alterations do not increase any Board's insurance costs.

15.27.3 The WF Unit Owner shall have the non-exclusive right and easement to use the internal fire staircases connecting contiguous floors of the WF Unit as convenience stairs, provided that the WF Unit Owner, at its sole cost, and subject to the applicable provisions of the Condominium Documents complies with all applicable Laws in connection with such use and any Alterations made thereto. In using such staircases and in preparing the same for use by WF Unit Owner, the WF Unit Owner shall be responsible for all costs and expenses in connection therewith and shall comply with the terms of the Condominium Documents and all applicable Laws and insurance requirements. The WF Unit Owner shall not use any shared fire stairways so as to interfere with the rights of other Unit Owners, tenants and/or occupants in the Tower Building, and such easement shall not allow for any right of Occupants in the WF Unit to access any portions of the Time Warner Unit (other than stairway egress in the event of an Emergency). The WF Unit Owner shall have the right to cosmetically improve and upgrade the stairwell area and generally decorate and add additional directional signage and enhanced lighting to such fire stairs, provided that (i) such Alterations do not violate any applicable Laws and/or insurance requirements, and (ii) such Alterations do not increase any Board's insurance costs.

15.27.4 The PE 2 Unit Owner shall have the non-exclusive right and easement to use the internal fire staircases connecting contiguous floors of the PE 2 Unit as convenience stairs, provided that the PE 2 Unit Owner, at its sole cost, and subject to the applicable provisions of the Condominium Documents complies with all applicable Laws in connection with such use and any Alterations made thereto. In using such staircases and in preparing the same for use by the PE 2 Unit Owner, the PE 2 Unit Owner shall be responsible for all costs and expenses in connection therewith and shall comply with the terms of the Condominium Documents and all applicable Laws and insurance requirements. The PE 2 Unit Owner shall not use any shared fire stairways so as to interfere with the rights of other Unit Owners, tenants and/or occupants in the Tower Building, and such easement shall not allow for any right of Occupants in the PE 2 Unit to access any portions of the Time Warner Unit (other than stairway egress in the event of an Emergency). The PE 2 Unit Owner shall have the right to cosmetically improve and upgrade the stairwell area and generally decorate and add additional directional signage and enhanced lighting to such fire stairs, provided that (i) such Alterations do not violate any applicable Laws and/or insurance requirements, and (ii) such Alterations do not increase any Board's insurance costs.

15.28 Time Warner Broadcast Service Panels. Time Warner Unit Owner shall have an easement and right to install, operate, maintain and Repair broadcast service panels in the areas in the Building shown on Exhibit Q annexed hereto, provided that the exact locations of such broadcast service panels in such areas shall, prior to the installation thereof, in such locations

proposed by Time Warner Unit Owner and approved by the Unit Owner and/or Board which owns or controls such area, which approval shall not be unreasonably withheld.

15.29 Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

15.30 WF Unit Easement.

15.30.1 The WF Unit Owner shall have an easement for access to and use of the Retail Service Elevator (designated as Areas 25 and 26 on the Floor Plans) for connection between the Retail Loading Dock and the WF Unit on Floor 5, subject to coordination with the Retail management team. The WF Unit Owner shall pay to the Retail Unit Owner the WF Unit's pro rata share of the actual reasonable out-of-pocket costs incurred by Retail Unit Owner in connection with maintaining, operating and Repairing the Retail Service Elevator and hallway (designated as Areas 25 and 26 on the Floor Plans) based on the WF Unit's actual usage of the same, which costs shall be billed by, or on behalf of, the Retail Unit Owner to the WF Unit Owner from time to time and payable by the WF Unit Owner to the Retail Unit Owner within thirty (30) days of delivery of such invoices, together with reasonably satisfactory documentation thereof. In the event the WF Unit Owner or any party/ies exercising the foregoing rights on its behalf fails to timely pay the costs payable to the Retail Unit Owner pursuant to the terms hereof, any amounts not paid when due shall accrue interest after such due date at the Default Rate.

15.30.2 The exercise and usage of such easement for (i) oversized deliveries and/or (ii) the transportation of mechanical, machinery and/or equipment (including, without limitation, if required for Repairs to the WF Unit by personnel or employees of WF Unit Owner) shall only be after business hours, unless otherwise approved by the managing agent of the Retail Unit, which approval shall be in such managing agent's sole discretion. All deliveries requiring exercise of the easements granted pursuant to this Section 15.30 and use of the Retail Service Elevator (designated as Areas 25 and 26 on the Floor Plans) shall be scheduled in advance with the managing agent of the Retail Unit, either directly or electronically, as such scheduling requirements may be promulgated by such managing agent. The exercise of the easements granted pursuant to this Section 15.30 and access to the Retail Service Elevator (designated as Areas 25 and 26 on the Floor Plans) by third-party vendors and/or contractors for work performed in or to the WF Unit shall be scheduled at least forty-eight (48) hours in advance with the managing agent of the Retail Unit, unless otherwise approved by the managing agent of the Retail Unit, which approval shall be in such managing agent's sole discretion. At all times, any third-party vendor and/or contractor shall be escorted by authorized personnel of WF Unit Owner. The easements granted pursuant to this Section 15.30 shall be exercised in such a manner as will not unreasonably interfere with the use, occupancy or other operating systems of any General Common Elements or Tower Limited Common Elements, or any other Unit or Section.

15.31 WF Stage Coach Installation. WF Unit Owner shall have an easement for the initial installation and Repair of a stage coach in the portion of Floor 01 Office Lobby (Area 34 on the Floor Plans) set forth on Exhibit CC hereto (the "WF Stage Coach"), provided such WF Stage Coach shall be subject to the size restrictions and other requirements set forth on Exhibit

CC. The WF Stage Coach shall be Repaired and insured at the sole cost, expense and obligation of the WF Unit Owner. Any replacement of the WF Stage Coach must be of like size and similarly situated and otherwise in accordance with Exhibit CC.

15.32 Additional General Provisions Relating to Easements.

15.32.1 Each easement (including all Exclusive Easements and Other Easements (each as defined below) and other right granted under this Article 15 (as well as any other easements or rights granted in the Condominium Documents) shall be deemed to permit the grantee's Occupants and Permittees to use such easement or other right, as applicable, if such grantee so elects, but only to the extent, and with respect to particular Persons that are, appropriate in the context of the applicable easement or other right and otherwise consistent with the provisions of the Condominium Documents.

15.32.2 With respect to any provision that provides for the holder of an Exclusive Easement (as defined below) to grant an "easement" (an "Other Easement") with respect to the area or Equipment that is the subject of such Exclusive Easement, to the extent that the holder of such Exclusive Easement cannot grant such an "easement" because it is the holder of only an easement interest, it shall be deemed that such Exclusive Easement was granted to such holder subject to a further easement in favor of the intended grantee of the Other Easement for the purpose for which such Other Easement was intended to be granted. As used herein, the term "Exclusive Easement" shall mean an easement that was granted to a given Unit Owner, or to a given Unit Owner and one or more (but not all) other Unit Owner(s), for its or their, as applicable, exclusive use.

15.32.3 Any grant of an easement or right of access "on", "over", "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

15.32.4 Except as may otherwise be set forth in this Declaration or the Condominium By-Laws, any easement or other right created or granted hereunder or under the Condominium By-Laws shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

15.33 PE Units. PE 1 Unit Owner shall have the sole and exclusive right to access and use the lobbies, PE podium passenger elevators designated as D1-D4 on the Floor Plans, together with their shafts, pits, slab openings, overrun and mechanical rooms and the internal stairways located within the PE 1 Unit and any dedicated mechanical equipment and PE Systems, provided that the PE 1 Unit Owner may, in its sole and absolute discretion, enter into a private agreement(s) with PE 2 Unit Owner to grant use and access easements or other rights to PE 2 Unit Owner and provide for reimbursement by PE 2 Unit Owner to PE 1 Unit Owner directly, without the consent of any other Unit Owner, the Condominium Board or Tower Board.

## ARTICLE 16

### POWERS OF ATTORNEY TO THE BOARDS

16.1 From Retail Unit Owner. The Retail Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine): (i) to purchase or otherwise acquire on behalf of all Unit Owners any Unit other than a Tower Unit (a "Non-Tower Unit"), together with its Appurtenant Interests, with respect to which liens for real estate taxes are being sold; (ii) to acquire any Non-Tower Unit, together with its Appurtenant Interests, whose Unit Owner elects to surrender the same pursuant to the Condominium By-Laws to the extent the waiver with respect to the right to surrender such Unit set forth therein is inapplicable or unenforceable; (iii) to purchase or otherwise acquire any Non-Tower Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price, as the attorneys-in-fact deem proper (except that if the Retail Construction Lender is the holder of a mortgage encumbering a Non-Tower Unit that encumbered such Unit and was held by the Retail Construction Lender on the date of the recording of this Declaration, the portion of the indebtedness secured by such mortgage that is applicable or allocable to the Non-Tower Unit in question (as reasonably determined by the Retail Construction Lender), may not be assumed and must be fully satisfied in connection with any such purchase or other acquisition of such Unit), in the name of the Condominium Board or its designee (corporate or otherwise), on behalf of all Unit Owners, and after any such acquisition, to convey, sell, lease, license, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Non-Tower Unit so acquired by them without the necessity of further authorization by the Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (iv) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property or the Condominium which the Condominium Board deems reasonably necessary or appropriate to comply with any Laws or Underlying Agreements applicable to the maintenance, demolition, construction, alteration or Repair of the Property or the Condominium; (b) any amendments to the Underlying Agreements; or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Condominium that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iv)(b) of this sentence prior to the approval thereof by any Unit Owner(s) whose Area or Section is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws. Except for item "(ii)" in this Section 16.1, all of the foregoing actions shall require a Common Interest Vote of 66-2/3% by the Condominium Board. Without limiting any other provision hereof, all powers granted and actions taken pursuant to this Section 16.1 are subject in all respects to the Underlying Agreements.

16.2 From Tower Unit Owners. Each Tower Unit Owner shall grant to the persons who shall from time to time constitute:

(i) the Tower Board an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Tower Board shall determine) to: (a) acquire or lease on behalf of all Tower Unit Owners any Tower Unit therein, together with its

Appurtenant Interests, whose owner desires to sell, convey, transfer, assign or lease the same; (b) acquire any such Tower Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to the terms of the Tower By-Laws; (c) purchase or otherwise acquire any such Tower Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper (except that for so long as the Tower Construction Lender is the holder of a mortgage encumbering a Tower Unit on the date of the recording of this Declaration, any indebtedness, to the extent applicable or allocable to such Tower Unit as reasonably determined by the Tower Construction Lender secured by such mortgage may not be assumed and must be fully satisfied in connection with any such purchase or other acquisition of such Unit) and in the name of the Tower Board or its designee (corporate or otherwise), on behalf of all Tower Unit Owners, and after any such acquisition or leasing, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Tower Unit so acquired by them, or to sublease any such Tower Unit so leased by them without the necessity of further authorization by the applicable Tower Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (d) execute, acknowledge and deliver: (1) any declaration or other instrument affecting the Tower Section which the Tower Board deems necessary or appropriate to comply with any Laws or Underlying Agreements applicable only to the maintenance, demolition, construction, alteration or Repair of the Tower Section, or (2) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Tower Section which the Tower Board, in its reasonable discretion, deems necessary or appropriate. Except for item "(b)" in this Section 16.2(i), all of the foregoing actions shall require a Common Interest Vote of 75% by the Tower Board.

(ii) the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) to: (a) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Tower Unit, together with its Appurtenant Interests: (1) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges; or (2) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (2) immediately above) as said attorneys-in-fact shall deem proper (except that for so long as the Tower Construction Lender is the holder of a mortgage encumbering a Tower Unit on the date of the recording of this Declaration, any indebtedness, to the extent applicable or allocable to such Tower Unit as reasonably determined by the Tower Construction Lender, secured by such mortgage may not be assumed and must be fully satisfied in connection with any such purchase or other acquisition of such Unit); and (b) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any such Tower Unit so acquired or to sublease any such Tower Unit so leased by them, without the necessity of any authorization by the Tower Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Tower Unit which the undersigned could do if personally present; (c) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws or Underlying Agreements applicable to the maintenance, demolition, construction, alteration or



Repair of the Condominium; (2) any amendments to the Underlying Agreements; or (3) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Tower Section or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (c)(2) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit or Section is adversely affected.

(iii) Without limiting any other provision hereof, all powers granted and actions taken pursuant to this Section 16.2 are subject in all respects to the Underlying Agreements.

16.3 Development Rights. Each Unit Owner and each Declarant Net Lessee shall grant to each Development Rights Owner (in its capacity as a Unit Owner or otherwise) a power of attorney on behalf of itself, any Registered Mortgagees (as defined in the Condominium By-Laws) of the granting party's Unit, and any other Party in Interest with respect to the granting party's Unit, (a) to amend this Declaration, the Condominium By-Laws and the Tower By-Laws at the sole cost and expense of Development Rights Owner to effectuate the rights granted to a Development Rights Owner (or a Development Rights Purchaser) and (b) to sign (or waive its rights to sign) on behalf of each Unit Owner, its Registered Mortgagees, and any other Party in Interest with respect to its Unit, as a Party in Interest, any Declaration of Zoning Lot Restrictions, ZLDA, or other agreement and any future amendments of any of the same (and/or a subordination of its rights to such Declaration of Zoning Lot Restrictions, ZLDA or other agreement or amendment thereto) effecting a merger or division of the zoning lot (as such term is defined in the Zoning Resolution) in which the Property is located with any other tax lots to form a single zoning lot (the "Merger") for the purpose of transferring to or from a Development Rights Owner or a Development Rights Purchaser all or a portion of the Development Rights in accordance with Section 1.5, subject to the terms, conditions and limitations contained in said Section 1.5.

## ARTICLE 17

### COVENANTS RUNNING WITH THE LAND

17.1 Applicability. All provisions of this Declaration, the Condominium By-Laws and any General Rules and Regulations as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners and all the Occupants, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners and Occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Condominium By-Laws, the Tower By-Laws, the General Rules and Regulations and the Tower Rules and Regulations, if any, as they may be amended from time to time in accordance with the provisions hereof.

17.2 Subordination; Non-Disturbance.

17.2.1 Notwithstanding anything in Section 17.1, however, at the request of any Unit Owner made from time to time, the Condominium Board shall, at the sole cost and expense of the requesting Unit Owner, execute and deliver a non-disturbance agreement (in the form annexed to this Declaration as Exhibit F-1 and made a part hereof or in any such other or changed form as may be agreed upon by the Condominium Board and the requesting Unit Owner (provided that the Condominium Board shall not unreasonably withhold its consent to commercially reasonable revisions to or deviations from such form, as may be sought by the requesting party provided the same shall not materially increase any liability or materially decrease any rights of the Condominium Board), a “Non-Disturbance Agreement”) to any Occupant of such Unit Owner’s Unit, provided such Occupant is not an Affiliate of the requesting Unit Owner.

17.2.2 Notwithstanding anything in Section 17.1, however, at the request of any Unit Owner made from time to time, the Tower Board shall, at the sole cost and expense of the requesting Unit Owner, execute and deliver a Non-Disturbance Agreement (in the form annexed to this Declaration as Exhibit F-2 and made a part hereof or in any such other or changed form as may be agreed upon by the Tower Board and the requesting Unit Owner (provided that the Tower Board shall not unreasonably withhold its consent to commercially reasonable revisions to or deviations from such form, as may be sought by the requesting party provided the same shall not materially increase any liability or materially decrease any rights of the Tower Board) to any Occupant of such Unit Owner’s Unit, provided such Occupant is not an Affiliate of the requesting Unit Owner.

17.3 Deemed Acceptance of Condominium Documents; Waiver of Sovereign Immunity. The acceptance of a deed or conveyance, or the succeeding to title to, the acquisition of any interest in, or the entering into a lease, sublease or license for, or the act of occupancy of, all or any portion of any Unit (and/or any Limited Common Elements appurtenant thereto) (any of the foregoing, a “Condominium Ratification Event”) by any Person shall constitute:

(i) an agreement that the provisions of this Declaration, the Condominium By-Laws, the Underlying Agreements, the General Rules and Regulations (if any) (and in the case of a Tower Unit, the Tower By-Laws and any Tower Rules and Regulations), as any of the same may be amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with the provisions hereof and thereof, are accepted, ratified and will be complied with by such owner or Occupant or other party, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit or Common Element, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof;

(ii) a waiver of any and all immunity from suit or other actions or proceedings arising in connection with the Condominium Ratification Event, the Property or the Condominium Documents or any provision thereof, and an agreement that should any suit, action or proceeding (including, without limitation, an Arbitration (as defined in the Condominium By-Laws)) be brought in New York or any other jurisdiction to enforce any obligation or liability of such Person arising, directly or indirectly, out of or relating to the Condominium Ratification Event, the Property or the Condominium Documents or any provision thereof, no immunity from such suit, action or proceeding will be claimed by or on behalf of

such Person; and an acknowledgement and agreement that all such suits, actions or proceedings may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York (or in Arbitration), as provided in the Condominium Documents), and an irrevocable submission of such Person to the jurisdiction of such courts in any such suit, action or proceeding (and so far as is permitted under the applicable law, the foregoing consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon such Person in any such court);

(iii) an agreement that upon the request of the Condominium Board, such Person shall execute, deliver and file all such further instruments as may be necessary in order to make effective and facilitate the consent to jurisdiction and waiver of immunity hereinabove provided, including, without limitation, the designation of a duly authorized and lawful agent in the City of New York to receive process for and on behalf of such Person in any suit, action or proceeding (including Arbitration) in the State of New York; and

(iv) if such Person is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. §4305, an agreement to notify the United States Department of State prior to or immediately upon the occurrence of such Condominium Ratification Event and to provide a copy of such notice to the Condominium Board.

17.4 Unenforceability. If any provision of this Declaration or the other Condominium Documents is invalid under, or would cause this Declaration and the other Condominium Documents to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the other Condominium Documents, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the Unit Owners and their successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the other Condominium Documents to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing herefrom or therefrom, then such provision shall be deemed included as part hereof or thereof, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

## ARTICLE 18

### AMENDMENTS

Article 17 of the Condominium By-Laws and Article 17 of the Tower By-Laws (with respect to the Tower By-Laws only) are incorporated herein in its entirety; and the provisions of this Declaration may be amended, deleted, added to, restated, replaced, supplemented and otherwise modified from time to time in accordance with the provisions hereof only in accordance with the terms of such Articles.

## ARTICLE 19

### TERMINATION OF CONDOMINIUM

19.1 Termination. The Condominium shall be terminated only: at such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 95% in Common Interest of all Unit Owners; provided, however, that no such vote pursuant to this Section 19.1 shall be effective unless accompanied by the written consent of (i) the respective Registered Mortgagees of such consenting Unit Owners and (ii) as to any Unit which is then subject to a Declarant Net Lease, the Declarant Net Lessee and the Declarant Net Lessor.

19.2 Waiver. Subject to the further provisions of this Section 19.2, to the fullest extent permissible under the law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. If the Condominium is terminated pursuant to Section 19.1, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners in the manner provided in Section 12.9.6 of the Condominium By-Laws.

19.3 No Reconstruction. In addition to the other grounds for termination set forth herein, the Condominium shall be terminated if it is determined in the manner provided in Section 12.9.6 of the Condominium By-Laws that the Building shall not be reconstructed after a casualty, or if all or substantially all of the Property is taken by eminent domain. The determination not to reconstruct after a casualty shall be evidenced by a certificate of the Condominium Board signed by the President or the Vice-President and the Secretary or Treasurer. The termination shall be effective upon the filing of the certificate with the appropriate recording officer and must include the joinder of all Registered Mortgagees and if any Declarant Net Lease is then in effect, by the Declarant Net Lessee and the Declarant Net Lessor.

19.4 Condominium Board. The members of the Condominium Board acting collectively as agent for the Unit Owners shall continue to have such powers as in this Declaration are granted with respect to the winding up of the affairs of the Condominium, notwithstanding the Condominium Board or the Condominium may be dissolved upon termination.

## ARTICLE 20

### 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 21

### CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

## ARTICLE 22

### CERTAIN REFERENCES

22.1 Gender, Etc. A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

22.2 Herein, Hereof, Hereunder. 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.

22.3 Sections, Articles. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

22.4 Schedules, Exhibits. All references herein to Schedules and Exhibits shall be (unless otherwise stated) to the Schedules and Exhibits attached hereto, which shall all be made a part hereof and incorporated herein.

## ARTICLE 23

### SEVERABILITY

Subject to the provisions of Section 17.4, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

## ARTICLE 24

### COVENANT OF FURTHER ASSURANCES

24.1 Further Assurances. Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, an Occupant of a Unit, a member or officer of the Condominium Board, the Tower Board or otherwise, shall, at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such reasonable instruments, in addition to those specifically provided for herein, and take such other reasonable action, as such other party

(or the holder of a lien on its Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction, provided in all such cases that such other and further instruments or actions shall not impose any liability or substantive obligation on, or constitute a waiver of any rights of, the party from which the same is requested, other than as provided for in the Condominium Documents.

24.2 Attorney in Fact. If any Unit Owner or any other party which is subject to the terms of this Declaration fails to either (x) execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner or other party is required to perform pursuant to this Declaration, or (y) deliver a written notice within such time period stating reasons why it believes it is not so required, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take action upon the recipient's failure or refusal to perform), then the Condominium Board or Tower Board, as the case may be, which represents such Unit Owner or other party is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be.

## ARTICLE 25

### EXCULPATION OF DECLARANT; RIGHTS AND OBLIGATIONS OF DECLARANT NET LESSEES AND OTHER NET LESSEES

25.1 Exculpation of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor its Affiliates shall have any liability under or with respect to this Declaration, and all obligations of Declarant arising under this Declaration shall be performed by the applicable Board and/or the Unit Owners, as the case may be, at their sole cost and expense. None of the members, directors, officers, employees, agents or servants of Declarant or its Affiliates shall have any liability (personal or otherwise) hereunder, and no property or assets of Declarant or its Affiliates or the members, directors, officers, employees, agents or servants of Declarant or its Affiliates shall be subject to levy, execution or other enforcement procedure hereunder. Notwithstanding the foregoing, if Declarant is a Unit Owner of any Units upon recordation of the Declaration (other than a Unit that is subject to a Declarant Net Lease, in which case the provisions regarding Declarant Net Leases shall apply), then Declarant shall be liable under the Declaration solely in its capacity as Unit Owner of such Unit(s), and solely to the extent of liability of such Unit Owner hereunder.

25.2 Rights and Obligations of Declarant Net Lessees. Notwithstanding the foregoing, for so long as a Declarant Net Lease is in effect with respect to a Unit or Units, the Declarant Net Lessee (and not the Declarant Net Lessor) (i) shall be deemed to be the sole Unit Owner or Tower Unit Owner of such Unit or Units, and such Declarant Net Lessee shall be deemed to have assumed, and to be solely responsible for, all of the obligations of such Unit Owner or Tower Unit Owner, as the case may be, (ii) shall have the sole right, if any, under Section 2.1 of the Condominium By-Laws to be the Designator for the purposes of designating a member or

members of the Condominium Board with respect to such Unit, (iii) shall have the sole right, if any, under Section 2.1 of the Tower By-Laws to be the Designator for the purposes of designating a member or members of the Tower Board with respect to such Unit, and (iv) shall have the sole right to act as the Unit Owner or Tower Unit Owner of such Unit for the purpose of casting any vote as a Unit Owner under the Condominium Documents, proposing or consenting to any amendment to the Condominium Documents, or giving any consents required under the Condominium Documents, except as otherwise specifically provided in Section 19.1 of the Condominium By-Laws and the provisions of the Condominium By-Laws and Tower By-Laws respecting the rights of a Declarant Net Lessor following the occurrence of an Event of Default under a Declarant Net Lease. Declarant hereby grants to each Declarant Net Lessee a power of attorney, coupled with an interest, to take any of the actions described in this Section 25.2 in the name of Declarant Net Lessor, which power of attorney shall be revocable only as provided in the Condominium By-Laws.

25.3 Rights and Obligations of Net Lessees. Without limiting any other provision of the Condominium Documents, wherever the consent or approval of a Unit Owner or Tower Unit Owner is required under these Condominium Documents, such consent or approval shall not be required when such Unit is subject to a Net Lease, and in such case, the consent or approval of the Net Lessee shall suffice to take any of the actions described in this Section 25.3 in the name of such Unit Owner or Tower Unit Owner. Provided that a Net Lessor has duly given a Net Lease Designation Notice (as described in Section 14.6.2 of the Condominium By-Laws), for so long as such Net Lease is in effect with respect to a Unit or Units, the Net Lessee (and not the Net Lessor) (i) shall be deemed to be the sole Unit Owner or Tower Unit Owner of such Unit or Units, for purposes of exercising the consents or approvals of the Unit Owner or Tower Unit Owner, as the case may be, hereunder as more particularly set forth in Section 14.6 of the Condominium By-Laws, (ii) shall have the sole right, if any, under Section 2.1 of the Condominium By-Laws to be the Designator for the purposes of designating a member or members of the Condominium Board with respect to such Unit, (iii) shall have the sole right, if any, under Section 2.1 of the Tower By-Laws to be the Designator for the purposes of designating a member or members of the Tower Board with respect to such Unit, and (iv) shall have the sole right to act as the Unit Owner or Tower Unit Owner of such Unit for the purpose of casting any vote as a Unit Owner under the Condominium Documents, proposing or consenting to any amendment to the Condominium Documents, or giving any consents required under the Condominium Documents. Nothing in this Section 25.3 is intended to or grants a Net Lessee greater right(s) or privilege(s) than the right(s) and/or privilege(s) of the Net Lessor under these Condominium Documents.

## ARTICLE 26

### EXCULPATION OF UNIT OWNER

26.1 Exculpation of Unit Owner. Except as otherwise set forth in the Underlying Agreements, all covenants, stipulations, promises, agreements and obligations of a Unit Owner contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of such Unit Owner and not of any shareholder, Affiliate, member, partner, trustee, director, officer, manager, employee or agent of such Unit Owner, and no recourse shall be had hereunder against any such shareholder, Affiliate, member, partner, trustee, director, officer,

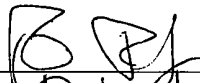
manager employee or agent unless and to the extent the same is a Permittee. The liability of any Unit Owner hereunder or under the Condominium By-Laws or Tower By-Laws for damages or otherwise, including as a result of any breach of the covenants, stipulations, promises, agreements and obligations of a Unit Owner contained herein or in the Condominium By-Laws or Tower By-Laws, shall be limited to such Unit Owner's interest in its Unit(s) and its rights hereunder and under the Condominium By-Laws or Tower By-Laws, including (i) the rents, issues and profits thereof, (ii) the proceeds of any insurance policies covering or relating to its Unit and the Limited Common Element appurtenant thereto, (iii) any awards payable in connection with the condemnation of its Unit (or its Common Interest) or any part thereof and (iv) amounts received or receivable by a Unit Owner in connection with a sale of its Unit to the extent that such amounts have not been distributed by such Unit Owner. Neither any Unit Owner nor any of its direct or indirect shareholders, Affiliates, members, partners, trustees, directors, officers, managers, employees or agents shall have any liability (personal or otherwise) beyond such Unit Owner's interest in its Unit(s) and its rights hereunder and under the Condominium By-Laws or Tower By-Laws and no other property or assets of such Unit Owner or any of its direct or indirect shareholders, Affiliate, members, trustees, partners, directors, officers, managers, employees or agents of such Unit Owner shall be subject to levy, execution or other enforcement procedures for the satisfaction of any Board, any other Unit Owner's or any other Person's remedies hereunder or under the Condominium By-Laws or Tower By-Laws or at law or in equity with respect to this Declaration or the Condominium By-Laws or Tower By-Laws or the Condominium.



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed  
as of the 12<sup>th</sup> day of December, 2018.

**DECLARANT:**

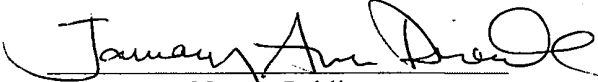
METROPOLITAN TRANSPORTATION AUTHORITY

By:   
Name: Robert Paley  
Title: Director, TOD.

ACKNOWLEDGEMENT

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

On the 12<sup>th</sup> day of December in the year 2018 before me, the undersigned, personally appeared Robert Paley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**JANUARY ANN DREVNAK**  
Notary Public, State of New York  
No. 01DR6338371  
Qualified in Queens County  
Commission Expires March 7, 2020

**SCHEDULE A**

TO DECLARATION ESTABLISHING  
CONDOMINIUM OWNERSHIP OF  
500 WEST 33<sup>RD</sup> STREET, NEW YORK, NEW YORK

20-30 HUDSON YARDS CONDOMINIUM

**TOWER A RETAIL BUILDING**

**Land Only**

**Southeast Lobby Level:**

All of the lands at or above a lower limiting plane of elevation 15.67 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 373.00 feet to the Point of Beginning; and running thence
  - 1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 147.33 feet to a point; thence
  - 2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 75.20 feet to a point; thence
  - 3. North 00°03'07" East, a distance of 3.02 feet to a point; thence
  - 4. North 73°49'29" East, a distance of 45.37 feet to a point; thence
  - 5. North 00°03'07" East, a distance of 21.47 feet to a point; thence
  - 6. South 89°56'53" East, a distance of 13.21 feet to a point; thence
  - 7. North 00°03'07" East, a distance of 30.41 feet to a point; thence
  - 8. North 89°54'32" West, a distance of 13.73 feet to a point; thence
  - 9. North 00°03'07" East, a distance of 79.75 feet to a point; thence
  - 10. South 89°56'53" East, a distance of 32.16 feet to the Point of Beginning.

**Retail Loading Dock Support Level:**

All of the lands at or above a lower limiting plane of elevation 18.17 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 256.75 feet to the Point of Beginning; and running thence
  - 1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 86.17 feet to a point; thence
  - 2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 3.14 feet to a point; thence
  - 3. South 00°03'07" West, a distance of 0.33 feet to a point; thence
  - 4. North 89°56'53" West, a distance of 28.58 feet to a point; thence
  - 5. North 00°03'07" East, a distance of 19.50 feet to a point; thence
  - 6. North 89°56'53" West, a distance of 1.58 feet to a point; thence
  - 7. North 00°03'07" East, a distance of 11.33 feet to a point; thence
  - 8. South 89°56'53" East, a distance of 13.50 feet to a point; thence
  - 9. North 00°03'07" East, a distance of 30.67 feet to a point; thence
  - 10. North 89°56'53" West, a distance of 28.42 feet to a point; thence
  - 11. North 00°03'07" East, a distance of 25.00 feet to a point; thence
  - 12. South 89°56'53" East, a distance of 48.22 feet to the Point of Beginning.

**Retail Loading Dock BOH Level:**

All of the lands at or above a lower limiting plane of elevation 22.25 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 130.99 feet to the Point of Beginning; and running thence
  - 1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 125.76 feet to a point; thence
  - 2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 48.22 feet to a point; thence
  - 3. South 00°03'07" West, a distance of 53.50 feet to a point; thence
  - 4. North 89°56'53" West, a distance of 89.42 feet to a point; thence
  - 5. North 00°03'07" East, a distance of 30.00 feet to a point; thence
  - 6. North 89°56'53" West, a distance of 30.00 feet to a point; thence
  - 7. North 00°03'07" East, a distance of 76.15 feet to a point; thence
  - 8. North 82°34'00" East, a distance of 60.52 feet to a point; thence
  - 9. North 00°03'07" East, a distance of 56.55 feet to a point; thence
  - 10. South 89°56'53" East, a distance of 89.33 feet to a point; thence
  - 11. North 00°03'07" East, a distance of 8.68 feet to a point; thence
  - 12. South 89°56'53" East, a distance of 18.30 feet to the Point of Beginning.

**Tenth Avenue Entry 01 Level:**

All of the lands at or above a lower limiting plane of elevation 25.08 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 80.58 feet to the Point of Beginning; and running thence
  - 1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 29.94 feet to a point; thence
  - 2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 18.30 feet to a point; thence
  - 3. North 00°03'07" East, a distance of 12.19 feet to a point; thence
  - 4. North 89°56'53" West, a distance of 1.75 feet to a point; thence

5. North 00°03'07" East, a distance of 17.75 feet to a point; thence
6. South 89°56'53" East, a distance of 20.05 feet to the Point of Beginning.

**Tenth Avenue Entry 02 Level:**

All of the lands at or above a lower limiting plane of 26.08 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 54.67 feet to the Point of Beginning; and running thence
  1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 25.92 feet to a point; thence
  2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 20.05 feet to a point; thence
  3. North 00°03'07" East, a distance of 25.92 feet to a point; thence
  4. South 89°56'53" East, a distance of 20.05 feet to the Point of Beginning.

**Tenth Avenue Entry 03 Level:**

All of the lands at or above a lower limiting plane of 26.08 feet (Manhattan Borough Datum); within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 110.52 feet to the Point of Beginning; and running thence
  1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 20.47 feet to a point; thence
  2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 18.30 feet to a point; thence
  3. North 00°03'07" East, a distance of 20.47 feet to a point; thence
  4. South 89°56'53" East, a distance of 18.30 feet to the Point of Beginning.

**Northeast Lobby Level:**

All of the lands at or above a lower limiting plane of elevation 26.67 feet (Manhattan Borough Datum) within the following horizontal boundary:

Beginning at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running thence;

1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 54.67 feet to a point; thence
2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 115.65 feet to a point; thence
3. North 00°03'07" East, a distance of 54.67 feet to a point; thence
4. South 89°56'53" East, a distance of 115.65 feet to the Point of Beginning.

**Retail Loading Apron Level:**

All of the lands at or above a lower limiting plane of elevation 26.67 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following courses and distances to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 130.99 feet to a point; thence
- B. Leaving Tenth Avenue and following the dividing line between Block 702 Lot 125, Tenth Avenue Entry 03 Level and Block 702 Lot 125, Retail Loading Dock BOH Level, North 89°56'53" West, a distance of 18.30 feet to a point on the easterly line of Block 702 Lot 125, Retail Loading Apron Level; thence
- C. Along said easterly line of Block 702 Lot 125, Retail Loading Apron Level, South 00°03'07" West, a distance of 8.68 feet to the Point of Beginning; and running thence
  1. North 89°56'53" West, a distance of 89.33 feet to a point; thence
  2. South 00°03'07" West, a distance of 56.55 feet to a point; thence
  3. South 82°34'00" West, a distance of 60.52 feet to a point; thence
  4. South 00°03'07" West, a distance of 76.15 feet to a point; thence
  5. South 89°56'53" East, a distance of 30.00 feet to a point; thence

6. South 00°03'07" West, a distance of 30.00 feet to a point; thence
7. South 89°56'53" East, a distance of 89.42 feet to a point; thence
8. North 00°03'07" East, a distance of 28.50 feet to a point; thence
9. South 89°56'53" East, a distance of 28.42 feet to a point; thence
10. South 00°03'07" West, a distance of 30.67 feet to a point; thence
11. North 89°56'53" West, a distance of 13.50 feet to a point; thence
12. South 00°03'07" West, a distance of 11.33 feet to a point; thence
13. South 89°56'53" East, a distance of 1.58 feet to a point; thence
14. South 00°03'07" West, a distance of 19.50 feet to a point; thence
15. North 89°56'53" West, a distance of 196.42 feet to a point; thence
16. North 00°03'07" East, a distance of 61.50 feet to a point; thence
17. South 89°56'53" East, a distance of 30.00 feet to a point; thence
18. North 00°03'07" East, a distance of 20.99 feet to a point; thence
19. South 89°56'53" East, a distance of 2.25 feet to a point; thence
20. North 00°03'07" East, a distance of 57.36 feet to a point; thence
21. South 89°56'53" East, a distance of 27.75 feet to a point; thence
22. North 00°03'07" East, a distance of 88.28 feet to a point; thence
23. South 78°33'05" East, a distance of 31.11 feet to a point; thence
24. North 00°03'07" East, a distance of 22.94 feet to a point; thence
25. South 89°56'53" East, a distance of 119.33 feet to a point; thence
26. South 00°03'07" West, a distance of 41.33 feet to the Point of Beginning.

**Retail Support Space Level:**

All of the lands at or above a lower limiting plane of elevation 27.83 feet (Manhattan Borough Datum) within the following horizontal boundary:



Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following courses and distances to the Point of Beginning;

- A. Along said southerly line of West 33rd Street, North  $89^{\circ}56'53''$  West, a distance of 365.64 feet to a point on the dividing line between Block 702 Lot 125, Northwest Lobby & Loading Dock Level and Block 125 Lot 175; thence
- B. Leaving West 33rd Street and following said dividing line, South  $03^{\circ}42'15''$  West, a distance of 168.86 feet to the Point of Beginning; and running thence
  - 1. South  $89^{\circ}56'53''$  East, a distance of 179.26 feet to a point; thence
  - 2. South  $00^{\circ}03'07''$  West, a distance of 42.87 feet to a point; thence
  - 3. South  $89^{\circ}56'53''$  East, a distance of 0.75 feet to a point; thence
  - 4. South  $00^{\circ}03'07''$  West, a distance of 57.36 feet to a point; thence
  - 5. North  $89^{\circ}56'53''$  West, a distance of 2.25 feet to a point; thence
  - 6. South  $00^{\circ}03'07''$  West, a distance of 20.99 feet to a point; thence
  - 7. North  $89^{\circ}56'53''$  West, a distance of 30.00 feet to a point; thence
  - 8. South  $00^{\circ}03'07''$  West, a distance of 21.63 feet to a point; thence
  - 9. North  $89^{\circ}56'53''$  West, a distance of 13.43 feet to a point; thence
  - 10. South  $63^{\circ}48'29''$  West, a distance of 19.59 feet to a point; thence
  - 11. South  $00^{\circ}03'07''$  West, a distance of 19.71 feet to a point; thence
  - 12. South  $89^{\circ}56'53''$  East, a distance of 31.00 feet to a point; thence
  - 13. South  $00^{\circ}03'07''$  West, a distance of 11.50 feet to a point; thence
  - 14. North  $89^{\circ}56'53''$  West, a distance of 91.75 feet to a point; thence
  - 15. South  $00^{\circ}03'07''$  West, a distance of 59.50 feet to a point; thence
  - 16. North  $89^{\circ}56'53''$  West, a distance of 71.47 feet to a point; thence
  - 17. North  $03^{\circ}42'15''$  East, a distance of 242.71 feet to the Point of Beginning.

**Northwest Lobby & Loading Dock Level:**

All of the lands at or above a lower limiting plane of elevation 28.17 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said southerly line of West 33rd Street, North 89°56'53" West, a distance of 115.65 feet to the Point of Beginning; and running thence
  - 1. Leaving said southerly line of West 33rd Street, South 00°03'07" West, a distance of 54.67 feet to a point; thence
  - 2. North 89°56'53" West, a distance of 21.98 feet to a point; thence
  - 3. South 00°03'07" West, a distance of 66.61 feet to a point; thence
  - 4. North 78°33'05" West, a distance of 31.11 feet to a point; thence
  - 5. South 00°03'07" West, a distance of 88.28 feet to a point; thence
  - 6. North 89°56'53" West, a distance of 28.50 feet to a point; thence
  - 7. North 00°03'07" East, a distance of 42.87 feet to a point; thence
  - 8. North 89°56'53" West, a distance of 179.26 feet to a point on the dividing line between Block 702 Lot 125 and Block 702 Lot 175; thence
  - 9. Along said dividing line, North 03°42'15" East, a distance of 160.86 feet to a point on the aforementioned southerly line of West 33rd Street; thence
  - 10. Along said southerly line of West 33rd Street, South 89°56'53" East, a distance of 249.99 feet to the Point of Beginning.

**MOE Roof Level:**

All of the lands at or above a lower limiting plane of elevation 39.17 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following course and distance to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 342.92 feet to the Point of Beginning; and running thence

1. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 30.08 feet to a point; thence
2. Leaving Tenth Avenue, North 89°56'53" West, a distance of 32.16 feet to a point; thence
3. South 00°03'07" West, a distance of 79.75 feet to a point; thence
4. South 89°54'32" East, a distance of 13.73 feet to a point; thence
5. South 00°03'07" West, a distance of 30.41 feet to a point; thence
6. North 89°56'53" West, a distance of 13.21 feet to a point; thence
7. South 00°03'07" West, a distance of 21.47 feet to a point; thence
8. South 73°49'29" West, a distance of 45.37 feet to a point; thence
9. South 00°03'07" West, a distance of 3.02 feet to a point on the dividing line between Block 702 Lot 125 and Block 702 Lot 10; thence
10. Along said dividing line, North 89°56'53" West, a distance of 323.66 feet to a point on the dividing line between Block 702 Lot 125 and Block 702 Lot 175; thence
11. Along said dividing line, North 03°42'15" East, a distance of 117.82 feet to a point; thence
12. Leaving said dividing line, South 89°56'53" East, a distance of 71.47 feet to a point; thence
13. North 00°03'07" East, a distance of 59.50 feet to a point; thence
14. South 89°56'53" East, a distance of 316.75 feet to a point; thence
15. North 00°03'07" East, a distance of 0.33 feet to a point; thence
16. South 89°56'53" East, a distance of 3.14 feet to the Point of Beginning.

**Substation Roof Level:**

All of the lands at or above a lower limiting plane of elevation 40.17 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following courses and distances to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 54.67 feet to a point; thence

- B. Leaving Tenth Avenue, along the dividing line between Block 702 Lot 125, Northeast Lobby Level and Block 702 Lot 125, Tenth Avenue Entry 02 Level, North 89°56'53" West, a distance of 20.05 feet to the Point of Beginning; and running thence
  - 1. South 00°03'07" West, a distance of 43.67 feet to a point; thence
  - 2. North 89°56'53" West, a distance of 117.58 feet to a point; thence
  - 3. North 00°03'07" East, a distance of 43.67 feet to a point; thence
  - 4. South 89°56'53" East, a distance of 117.58 feet to the Point of Beginning.

**Control Tower Roof Level:**

All of the lands at or above a lower limiting plane of elevation 40.17 feet (Manhattan Borough Datum) within the following horizontal boundary:

Commencing at a point formed by the intersection of the westerly line of Tenth Avenue (100' R.O.W.), and the southerly line of West 33rd Street (60' R.O.W.); and running the following courses and distances to the Point of Beginning;

- A. Along said westerly line of Tenth Avenue, South 00°03'07" West, a distance of 342.92 feet to the a point; thence
- B. Leaving Tenth Avenue, along the dividing line between Block 702 Lot 125, Retail Loading Dock Support Level and Block 702 Lot 125, MOE Roof Level, North 89°56'53" West, a distance of 20.05 feet to a point; thence
- C. Along the same, South 00°03'07" West, a distance of 0.33 feet to a point; thence
- D. Along the same and following the dividing line between Block 702 Lot 125, Retail Loading Apron Level and Block 702 Lot 125, MOE Roof Level, North 89°56'53" West, a distance of 225.00 feet to a point on the dividing line between said Retail Loading Apron Level and Block 702 Lot 125, Retail Support Space Level; thence
- E. Along the same, North 00°03'07" West, a distance of 11.50 feet to the Point of Beginning; and running thence
  - 1. North 89°56'53" West, a distance of 31.00 feet to a point; thence
  - 2. North 00°03'07" East, a distance of 19.71 feet to a point; thence
  - 3. North 63°48'29" East, a distance of 19.59 feet to a point; thence
  - 4. South 89°56'53" East, a distance of 13.43 feet to a point; thence
  - 5. South 00°03'07" West, a distance of 28.38 feet to the Point of Beginning.

**SCHEDULE B TO DECLARATION**

**20-30 HUDSON YARDS CONDOMINIUM  
500 West 33<sup>rd</sup> Street, New York New York**

**DESCRIPTION OF UNITS**

Unit	Tax Lot Number	Location (and direction faced)	Approx. Interior Unit Area in Sq. Ft.	Approx. Exterior Unit Area in Sq. Ft.	Total Unit Area in Sq. Ft.	General Common Element Square Footage	Interior Tower Limited Common Element Square Footage	Exterior Tower Limited Common Element Square Footage***	Total Tower Limited Common Elements ("TLCE") Square Footage	Common Elements to which the Unit has Access	Percent of Interest in the Common Elements	Percent of Interest in the Tower Limited Common Elements
Retail Unit (RET)	1301	*	1,140,043.74	104,712.72	1,244,756.46	Share of GCE (37,792.51)	0	0	0	**	33.39%	0%
Time Warner Unit (TW)	1302	*	1,178,654.75	3,307.85	1,181,962.60	Share of GCE (41,936.66)	Share of TLCE*** (212,197.74)	23,093.22	235,290.95	**	36.09%	53.44%
RHY Unit (RHY)	1303	*	179,078.15	0	179,078.15	Share of GCE (7,090.95)	Share of TLCE*** (64,136.88)	1,684.37	65,821.25	**	6.10%	9.23%
Ob Deck	1304	*	84,915.94	8,440.64	93,356.58	Share of	Share of	878.21	20,681.05	**	2.48%	4.30%

\* As shown on the Floor Plans.

\*\* As described in Article 6.

\*\*\* Includes all interior Tower Limited Common Elements, including exclusive and shared interior Tower Limited Common Elements.

\*\*\*\*Includes all exterior Tower Limited Common Elements, including Exclusive Terrace and shared exterior Tower Limited Common Elements.



**AMENDED AND RESTATED CONDOMINIUM BY-LAWS**

**OF**

**20-30 HUDSON YARDS CONDOMINIUM**

**ARTICLE 1**

**GENERAL**

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Condominium By-Laws shall have the meanings given to such terms in the Declaration or in the Table of Definitions annexed hereto as Exhibit 1 and made a part hereof.

1.2 Purpose. The purpose of these Condominium By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

**ARTICLE 2**

**CONDOMINIUM BOARD**

2.1 General Description of Condominium Board.

2.1.1 As more particularly set forth in Section 2.2 hereof, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). As more particularly set forth in Sections 2.3 and 2.9 hereof (but subject to the provisions of Article 9 hereof governing the composition of the Condominium Board in the event of a subdivision or combination of Unit(s)), including as a result of any Multiple Unit Election, the Condominium Board, following the recording of the Declaration, shall initially consist of eight (8) members (each, a "Board Member" or "Condominium Board Member"), except as otherwise provided in Section 9.2.1(c) hereof.

2.1.2 No restrictions shall apply as to which person a Unit Owner may designate a Board Member from time to time (which designation shall be in writing) to the Condominium Board except that each Board Member (and any proxy) must be a natural person and not an entity.

2.1.3 If any Unit is owned by Declarant but subject to a Declarant Net Lease, the Declarant Net Lessee, and not the Declarant, shall have the right to vote the Common Interest or Budget Interest of such Unit. Following notice by Declarant or the Declarant Net Lessor to the Condominium Board that an Event of Default (as defined in the applicable Declarant Net Lease) has occurred under such Declarant Net Lease, (a) the Declarant Net Lessee under such Declarant Net Lease may not thereafter exercise any voting rights as a member of the Condominium Board until further written notice is provided from Declarant or the Declarant Net Lessor to the Condominium Board that such voting rights have been reinstated, and (b) Declarant may replace the member of the Condominium Board designated by the applicable Declarant Net Lessee, subject to the right of such Declarant Net Lessee to redesignate a member to the Condominium Board after a further notice from Declarant that Declarant Net Lessee may effectuate such redesignation.

2.2 Powers and Duties of Condominium Board, Unit Owners and Tower Board.

2.2.1 General. (a) The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law or the Condominium Documents may not be delegated to the Condominium Board by the Unit Owners). Without limitation but subject to the Condominium Documents, such powers of the Condominium Board shall include determinations which: (i) relate to the Tower Section or any Tower Unit and affect (to more than a *de minimis* extent) the Retail Unit; (ii) relate to the Retail Unit and affect (to more than a *de minimis* extent) the Tower Section or any Tower Unit; or (iii) relate to or affect or involve the General Common Elements. Subject to the terms of the Condominium Documents, all determinations, however, which do not relate to or affect or involve the General Common Elements, and: (A) do not affect (to more than a *de minimis* extent) any portion of the Building other than the Tower Section, shall be made by the Tower Board; (B) do not affect (to more than a *de minimis* extent) any portion of the Building other than those areas governed by a Sub-Board, as applicable, shall be made by the applicable Sub-Board; and (C) affect only one Unit and do not affect (to more than a *de minimis* extent) any other Unit, Section or area governed by a Sub-Board (including the enjoyment of any General Common Elements, Limited Common Elements or Exclusive Terraces), shall be made by the applicable Unit Owner.

(b) All actions taken by the Condominium Board must be consistent with the Project Standards.

2.2.2 Condominium Board. Subject to, and in accordance with, the provisions of Section 2.2.1 hereof, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.11 and Articles 6 and 17 hereof, these Condominium By-Laws and such other provisions, if any, of the Condominium Documents as may grant to one or more Unit Owner(s) or the Tower Board or any Sub-Board(s) or Board Member(s), as the case may be, rights of consent or approval with respect to certain matters, the Condominium Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Condominium, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of, (ii) the making of alterations, additions and improvements (collectively, "Alterations") to, and (iii) the making of repairs, restorations and replacements (collectively, "Repairs") of, the General Common Elements (and the Tower Limited Common Elements, as and to the extent provided herein or in the other Condominium Documents) (and subject to Section 6.2.2(d) hereof in the case of Exclusive Terraces), in the condition and otherwise in such manner that the Project Standards are maintained.

(b) Determination and imposition of General Common Charges, preparation and adoption of Budgets as hereinafter provided, and determination and imposition of Condominium Special Assessments, subject to the Allocation Schedule.

(c) Methods of, and procedures with respect to, collection of General Common Charges and Condominium Special Assessments from the General Common Charge Obligors, and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements.



(e) Promulgation (and amendment) of General Rules and Regulations from time to time (as more particularly provided in Article 16 hereof), to the extent the same are consistent with the Condominium Documents.

(f) In the name of the Condominium Board or its designee, on behalf of all Unit Owners: (i) acquiring those Units that are surrendered to the Condominium Board (to the extent the waiver contained in the Condominium Documents with respect to the right to surrender is inapplicable or unenforceable); (ii) purchasing or otherwise acquiring those Units with respect to which liens for real estate taxes may be and are being sold in accordance with the Condominium Documents; and (iii) purchasing or otherwise acquiring Units at foreclosure or other similar sales.

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with Units acquired by the Condominium Board or its designee on behalf of all Unit Owners (it being understood and agreed, however, that the Condominium Board shall not vote the Common Interest or Budget Interest appurtenant to any Units so acquired).

(h) (x) Making Alterations to, and Repairs of, those areas to be maintained by the Condominium Board under the Underlying Agreements, and otherwise assuming and complying with the obligations of the Condominium Board under the Underlying Agreements (other than any obligations with respect to any construction obligations, which, subject to the terms of the applicable Underlying Agreements, remain with a particular Unit Owner or the Developer) and (y) enforcing the rights of the Condominium Board under the Underlying Agreements.

(i) Making Alterations to, and Repairs of, the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings (except to the extent the same are expressly the obligation of a Unit Owner or another Board hereunder).

(j) Enforcing obligations hereunder and under the Declaration, the General Rules and Regulations, the security protocols annexed as Exhibit U to the Declaration, the Non-Competition Requirements and the TW Broadcast Rights, of: (i) each Unit Owner; and (ii) the Tower Board and each Sub-Board, including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(k) (1) Maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these Condominium By-Laws) and (2) designating the signatories required therefor.

(l) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Condominium Board in accordance with Article 12 hereof.

(m) Subject to the provisions of Section 2.2.8 hereof, borrowing money on behalf of the Condominium.

(n) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Condominium Board with respect to such matters as the Condominium Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Units acquired by the Condominium Board on behalf of all Unit Owners.

(o) Subject to the provisions of Section 2.2.7 hereof, execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate to comply with the Underlying Agreements, or with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Property or the Condominium which the Condominium Board deems necessary or appropriate; or (y) a Unit, if the owner of such Unit (or Tower Board or other Sub-Board on behalf of such Unit Owner) requests, or under the Condominium Documents is required to request, that the Condominium Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Condominium Board determines that taking such action is appropriate.

(p) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Units for the benefit and on behalf of the respective Unit Owners thereof; but only to the extent requested and authorized to do so, in writing, by the respective Unit Owners thereof and provided such requesting Unit Owners indemnify the Condominium Board and all other Unit Owners, and MTA in its capacity as Declarant, from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Costs") resulting from or incurred in connection with such proceedings.

(q) Preparation, execution and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of the Declaration and/or these Condominium By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these Condominium By-Laws; and preparation, execution and recording, on behalf of the Tower Board or other Sub-Board and at such Board's expense, as such Board's attorney-in-fact, coupled with an interest, a restatement of the Tower By-Laws or Sub-By-Laws applicable to the Tower Board or other Sub-Board, whenever, the Tower Board or other Sub-Board, as applicable, has determined that it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Tower By-Laws or Sub-By-Laws, as applicable (provided that nothing contained in this Section 2.2.2(q) shall be deemed to authorize the Condominium Board to make any substantive changes to said Tower By-Laws or Sub-By-Laws).

(r) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Condominium and/or the Condominium Board.

(s) Obtaining insurance which is the obligation of the Condominium Board to maintain in accordance with the requirements of Article 12 hereof and reviewing the insurance obtained by Unit Owners in accordance with the requirements of Article 12 hereof, and changing any of the insurance requirements of the Unit Owners and the Boards set forth therein in accordance with the provisions of these Condominium By-Laws.

(t) Making contributions to civic, neighborhood and other not-for-profit or political organizations whose activities directly benefit the Building as a whole (as opposed to any particular Unit, or group of Units other than all Units) (any such organization, a "Covered Organization"), provided there has been a Unanimous vote of the Condominium Board in favor of such contribution.

(u) To the extent required to effectuate the rights granted to a Development Rights Owner, entering into, in its capacity as the Condominium Board, the following documents: a Zoning Lot declaration and/or related agreement(s) merging the Property with other property to form a merged zoning lot and/or an amendment to the HY ZLDA, HY DZLR and/or any declaration or other instruments necessary to acquire, purchase, allocate, sell or dispose of any Development Rights by the Development Rights Owner, subject to the terms and provisions of Section 1.5 of the Declaration.

(v) Acting on behalf of the Condominium as a director or member of the Association, and appointing a designee to act as the Condominium's member of the Association board of directors or managers.

(w) Acting as "FASP Owner" of FAS Parcel A/Retail under the ERY FAPOA Declaration (in such capacity, the "Parcel A/B Representative") and granting easements to the Association and modifications thereto on behalf of FAS Parcel A/Retail pursuant to or as more particularly provided in the ERY FAPOA Declaration (subject to the terms and provisions of the Condominium Documents).

(x) Making decisions and taking actions necessary to comply with or exercise any rights under the Underlying Agreements, imposing (and including in each Budget) common charges to cover the cost of compliance with the Underlying Agreements (except to the extent such costs are the sole responsibility of a Unit Owner as provided in the Condominium Documents) and enforcing the provisions of the Underlying Agreements against Unit Owners and the other Boards, in each case to the extent applicable; and delivering to all Unit Owners copies of all notices or other written communications received by the Condominium Board from the Association or the Declarant within five (5) days after receipt of the same.

(y) Leasing or licensing of portions of the General Common Elements as provided in the Condominium Documents subject to the provisions of these Condominium By-Laws, including without limitation Section 2.16 hereof.

(z) Modifying easements (1) set forth in the Annex as more particularly required by the terms of the Annex or the ERY FAPOA Declaration, and (2) as set forth in Article 15 of the Declaration following the construction of the Building which require amendment to reflect the "as built" location thereof.

(aa) Entering into a lease, license or other occupancy agreement, on commercially reasonable terms, for a management office for the Condominium Board to conduct its business in accordance with the terms hereof, which may be located either within or outside of the Eastern Rail Yard.

(bb) Entering into an agreement or agreements with respect to use, maintenance, access and the like relating to subway entrances and other shared access with other buildings and FASP Parcels and/or Declarant.

(cc) Entering into and performing under an agreement or agreements on behalf of all of the Unit Owners, with the Association, MTA, New York City Transit, New York City Department of Transportation, New York City Department of Parks and Recreation, Amtrak, LIRR and/or other City, State or federal agencies or quasi-governmental agencies with respect to installations and maintenance of the sidewalks, planters, bollards and/or tunnels and passageways adjacent to the Property.

Subject to any specific provisions in these Condominium By-Laws and the Declaration to the contrary (including without limitation Article 17 hereof), all determinations made and actions taken by the Condominium Board shall be made or taken on the basis of a Majority Member Vote; provided, however, that

(1) all determinations made and actions taken in accordance with clause (a), (b), (h) and (i) of this Section 2.2.2 or otherwise relating to budgetary matters (or as specifically provided herein to require a Budget Interest Vote) shall be on the basis of the required Budget Interest Vote for the applicable Cost Control Category in accordance with Article 6 hereof;

(2) except as expressly set forth in the Condominium Documents, including, without limitation, Section 17.1.2 hereof, all determinations made and actions taken in accordance with clause (e) of this Section 2.2.2 shall be subject to Article 16 hereof and on the basis of a Common Interest Vote of 66-2/3%; provided, however, that (A) subject to clause (B) of this paragraph (2), such determinations and actions with respect to General Rules and Regulations that relate to a particular portion of the Property, and/or a particular service or activity, which is covered by a Cost Control Category other than the "Common Interest" Cost Control Category shall be on the basis of a Majority Budget Interest Vote; and (B) no General Rule and Regulation shall be inconsistent with the rights and obligations of any Unit Owner expressly set forth in the Condominium Documents;

(3) no vote shall be required in connection with actions taken in accordance with clauses (p) and (q) and, to the extent the applicable acquisition is required by Laws, subclause (i) of clause (f) of this Section 2.2.2;

(4) no vote shall be required in connection with (1) any action taken under subclause (ii)(y) of clause (o) of this Section 2.2.2 if the Condominium Board is expressly required to take such action under any provision hereof or of the Declaration or of any of the Underlying Agreements or (2) any action taken under clause (z);

(5) all determinations made and actions taken under subclauses (f)(ii) and (f)(iii), and clauses (g) (with respect to the sale of Units only), (l) (with respect to insurance claims in excess of \$2,000,000 only) and (r) (with respect to any settlement of any litigation or arbitration resulting in liability to the Condominium in excess of \$2,000,000 only) of this Section 2.2.2 shall be on the basis of a Common Interest Vote of 66-2/3%;

(6) for purposes of voting with respect to determinations made and actions taken under clause (j) of this Section 2.2.2, the Unit Owner alleged to be in default, and all other Unit Owners that are Affiliates thereof, shall be deemed to not be Unit Owners in Good Standing (subject to Section 9.2.1(b)) hereof;

(7) to the extent any determination made or action taken under clause (c) or (d) of this Section 2.2.2 relates to a particular portion of the Property, and/or a particular service or activity, which is covered by a Cost Control Category, such determinations and actions shall be on the basis of a Majority Budget Interest Vote (such that any Unit Owner with a 0% allocation in any Cost Control Category on the Allocation Schedule shall have no voting rights with respect to monetary or non-monetary decisions involving such Cost Control Category);

(8) any determination to change any of the insurance requirements set forth in Article 12 hereof shall (i) if such requirement relates to the General Common Elements, and the determination is to reduce such requirement (whether as to amount, scope or otherwise), require a Common Interest Vote of 66-2/3%; and (ii) if such requirement relates to the General Common Elements

and the determination would, by itself, result in a Budget Threshold for the "Insurance" Cost Control Category being exceeded, require a Common Interest Vote of 66-2/3%;

(9) any modifications to the Allocation Schedule shall require a Unanimous vote of the Condominium Board (or with respect to any Cost Control Category, the Unanimous vote of all Board Members designated by each of the Units with an allocation greater than 0% in such Cost Control Category pursuant to the Allocation Schedule);

(10) the Condominium Board shall not have the right to impose General Common Charges and/or Condominium Special Assessments and/or any other charges or assessments in a discriminatory manner so as to adversely affect in more than a *de minimis* manner one Unit Owner, Subdivided Unit Group(s) or Sub-Group and not the other(s) without the affirmative vote of the Board Member designated by such other adversely affected Unit(s) or Sub-Group(s);

(11) with respect to actions taken in accordance with clause (v) or (w) of this Section 2.2.2, if any amendment to the ERY FAPOA Declaration, or any action to be taken by the Association adversely affects (other than to a *de minimis* extent) the use of one or more of the Units, Subdivided Unit Groups or Sub-Groups, the right to lease, sell, transfer, convey, pledge, mortgage, finance, or otherwise transfer or encumber the same, the Condominium Board will direct its representative to the Association to vote against the same, if so directed by one or more of the adversely affected Unit Owners, Subdivided Unit Groups or Sub-Groups (or the Declarant Net Lessee(s) thereof);

(12) the Condominium Board shall not take any action of the nature prohibited by or inconsistent with the Declaration without the consent of any Unit Owner whose Unit is adversely affected to more than a *de minimis* extent (except as required by Law, or in the event of Emergency (in which case the Condominium Board will use commercially reasonable efforts to minimize the extent and duration of any adverse effect on any other portion of the Building, including, without limitation, the use, occupancy or operation thereof)) by such action;

(13) with respect to any actions described in clause (v) or (w) of this Section 2.2.2, the Condominium Board will cause its representative to the Association not to vote in favor of any of the following without the consent of the Time Warner Unit Owner, or if the Time Warner Unit has been subdivided in accordance with the provisions of Article 9 hereof, without the consent of the Designated TW Owner (except to the extent otherwise provided in this clause (13)), in each case only for so long as the Primary Occupancy Test is met, subject to the provisions of Section 19.10 hereof:

(i) any change in the method of allocation of Association Shares among the FASP Parcels, change the Stabilized Expense Share, or modify the provisions thereof with respect to the allocation of Association Expenses (as each of such terms is defined in the ERY FAPOA Declaration),

(ii) an amendment or modification of, or addition to or deletion from, any rules and regulations of the Association, or any easement that specifically benefits or burdens the Tower Building (as opposed to the Retail Building), to the extent the same, individually or in the aggregate, would (A) adversely affect the use of the Time Warner Unit (or any subdivision thereof) or the right to lease, sell, transfer, convey, pledge, mortgage, finance, or otherwise transfer or encumber the Time Warner Unit (or any subdivision thereof) in any material respect or (B) affect the Time Warner Unit (or any subdivision thereof) in a discriminatory manner so as to adversely affect only the Time Warner Unit (or such subdivision),

(iii) the grant or creation of any power in the Association board of directors or managers to change the (x) permitted uses of any FASP Parcel, (y) allocation of Repair and maintenance obligations among the respective occupants and/or owners within any FASP Parcel, or (z) the internal security and other strictly internal rules and regulations, in each case, of any FASP Parcel (other than any FASP Parcel (or the applicable portion thereof) owned or leased by the Association) that do not affect any open space or Common Facilities (as defined in the ERY FAPOA Declaration) (including, without limitation, the use, operation, Repair or maintenance thereof), without the consent of the owner of an affected FASP Parcel, it being understood that the foregoing provisions of this clause (iii) are not intended to limit or vitiate any right of the Association to grant or modify easements as provided for in and subject to the terms and conditions of Article 7 of the ERY FAPOA Declaration (including, without limitation, as provided in the Annex), and

(iv) an amendment or modification of Section A-7(b) or A-15 of the FAPOA Declaration;

(14) [Intentionally omitted.]

(15) the Condominium Board shall not adopt or apply any policy, rule or regulation (including without limitation a General Rule and Regulation) in a discriminatory manner so as to thereby adversely affect one Unit Owner, Sub-Group or Subdivided Unit Group and not the other(s) in more than a *de minimis* manner or which directly or indirectly impairs in more than a *de minimis* manner the right of any Unit Owner, Sub-Group or Subdivided Unit Group to use its Unit or their respective Units for the purposes permitted herein (which shall for the purposes of the Ob Deck Unit, take into account the unique nature of the Observation Deck Uses and for purposes of the Time Warner Unit, take into account the unique broadcast and media operations being conducted in the Time Warner Unit) or to transfer its Unit;

(16) except with respect to temporary Emergencies, the Condominium Board shall not adopt or apply any policy, rule or regulation (including without limitation a General Rule and Regulation that is inconsistent with the procedures set forth in the Condominium Documents (including the exhibits thereto)) that either (A) impairs access to or from the Retail Unit, (B) imposes security requirements on the Retail Unit that are inconsistent with the provisions of Section 6.2.2(g) or (C) otherwise restricts or prohibits the Retail Unit Owner from operating in accordance with the Retail Standard, without the affirmative vote of the Retail Unit Owner; and

(17) except with respect to temporary Emergencies, the Condominium Board shall not adopt or apply any policy, rule or regulation (including without limitation a General Rule and Regulation that is inconsistent with the procedures set forth in the Condominium Documents (including the exhibits thereto)) and either (A) impairs access to or from the Ob Deck Unit (including the elevators servicing the Ob Deck Unit) or (B) imposes security requirements on the Ob Deck Unit that are inconsistent with the provisions of Section 6.2.2(g), without the affirmative vote of the Ob Deck Unit Owner.

2.2.3 Unit Owners. Subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), each of the Unit Owners shall be entitled to make determinations with respect to all matters relating exclusively to its Unit and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, its Unit, appurtenant Exclusive Terraces (as applicable, and in accordance with Section 7.4.3 of the Declaration, Section 6.2.2(d) of these Condominium By-Laws and Sections 6.2.2(d) and 8.3 of the Tower By-Laws) and all Individual Unit Systems solely for the benefit of and use by such Unit at such Unit Owner's sole cost and expense,

subject, however, to those provisions hereof that restrict use and operation thereof and/or that expressly provide otherwise and/or that require approval by the Condominium Board or the Tower Board or another affected Unit Owner, each as set forth in the Condominium Documents. Notwithstanding the foregoing, such Unit Owner shall at its sole expense maintain its Unit and the Exclusive Terraces appurtenant thereto in good order and repair, all in accordance with (i) the terms of the Condominium Documents and (ii) the Project Standards, subject to (a) the obligations of the Condominium Board or the Tower Board, as applicable, contained in the Condominium Documents, and (b) without limiting Section 6.2.2, recourse against a Unit Owner to the extent the same is necessitated by the negligence or willful acts of such Unit Owner or its Permittees. Notwithstanding anything contained in the Declaration or these Condominium By-Laws or the Tower By-Laws to the contrary, nothing contained in the Condominium Documents is intended to limit the obligations of Developer under any Member Agreement.

2.2.4 Tower Board and Tower Unit Owners. The Tower Section and Tower Board will be governed by the Tower By-Laws as well as by the Declaration and the applicable provisions of the Condominium By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Tower Board shall be entitled to make determinations with respect to matters relating exclusively to the Tower Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Tower Limited Common Elements, and shall have the powers and duties described in the Tower By-Laws, subject, however, to the rights of the Tower Unit Owners as may be provided in the Tower By-Laws and to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations. Notwithstanding the foregoing, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Tower Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Tower Units, subject to the provisions of Section 2.2.3 hereof and the other restrictions and limitations contained in the Condominium Documents and the Underlying Agreements.

2.2.5 Agents for the Boards and Unit Owners. (a) Any action required or permitted to be taken by the Condominium Board pursuant to the provisions of the Condominium Documents shall be done or performed by the Condominium Board or on behalf of the Condominium Board and at its direction by the agents, officers, employees or designees of the Condominium Board, and the Condominium Board may employ one or more managing agents and/or managers, at a compensation established by the Condominium Board, to perform such duties and services as the Condominium Board shall authorize and in a manner consistent with such authorization, except (unless in specific instances provided in the Condominium Documents or as otherwise authorized by a Unanimous vote of the Condominium Board) in connection with the actions set forth in subparagraphs 2.2.2(b), (e), (f), (g), (j), (k)(2), (l), (m), (n), (o), (p), (q), (t), (u), (v), (w), (x), (z) and (bb) hereof.

(b) Any action required or permitted to be taken by the Tower Board or Sub-Board pursuant to the provisions of these Condominium By-Laws, the Declaration or the Tower By-Laws or Sub-By-Laws, shall be done or performed by such Board or on behalf of such Board and at its direction by the agents, officers, employees or designees of such Board, and such Board may employ one or more managing agents and/or managers, at a compensation established by such Board, to perform such duties and services as the Board in question shall authorize in accordance with the Tower By-Laws or Sub-By-Laws.

(c) Any action required or permitted to be taken pursuant to the provisions of these Condominium By-Laws or the Declaration by a Unit Owner shall be done and performed by such Unit Owner or on its behalf and at its direction by the agents, officers, employees or designees of such Unit Owner, and each Unit Owner may employ one or more managing agents and/or managers, at a

compensation established by such Unit Owner, to perform such duties and services as the Unit Owner shall authorize.

(d) Subject to the limitations set forth in this Section 2.2.5, any of the Unit Owners, the Condominium Board and/or the other Boards may by mutual agreement employ the same managing agent(s) and/or manager(s).

2.2.6 Board as Agent. Any action required or permitted to be taken pursuant to the provisions of the Condominium Documents by a Unit Owner, the Tower Board or other Sub-Board shall, if required by applicable Laws, be taken by the Unit Owner or the applicable Board in the name of the Condominium Board which shall, upon request (at the sole expense of the Unit Owner or Board making such request or taking such action), execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that: (i) no such action shall be taken in the name of the Condominium Board except upon at least fifteen (15) Business Days' advance notice delivered to the Condominium Board and to each of the Unit Owners and Boards (unless such action is required in connection with an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), which notice shall specify the action proposed to be taken, the grounds upon which the Unit Owner or the applicable Board is entitled to take such action, and shall include complete and accurate copies of all documents proposed to be executed or filed in connection with the exercise of the rights provided in this Section; (ii) the Unit Owner or the Board making such request or taking such action shall, subject to the provisions of Section 2.11, indemnify and hold harmless all other Boards and all other Unit Owners, and MTA in its capacity as Declarant, from and against all Costs resulting therefrom or incurred in connection therewith, and (iii) no such action shall be inconsistent with the rights and obligations of the Unit Owners and Boards under the Condominium Documents. With respect to those services or areas subject to joint operation and/or joint agreements covering both Unit Owner responsibility and Condominium Board responsibility, as set forth in the Initial Budget, the Condominium Board shall initially, and thereafter at the request of a Unit Owner the Condominium Board may, with respect to such services or areas (or similar base building type services or areas), include such Unit Owner obligations as part of any its master contracts or agreements for the benefit of such Unit Owner, at the sole cost, expense and liability of such Unit Owner, and such Unit Owners shall indemnify the Condominium Board in all respects in connection with the Unit Owner's obligations relating to such master contracts or agreements. The Unit Owner shall pay any amounts owed in respect of such master contracts or agreements within the time periods set forth therein for payment of Common Charges. Without limiting the foregoing, any amount expended by the Condominium Board on such requesting Unit Owner's behalf for such services or areas shall be collectible subject to the same rights and remedies of the Condominium Board with respect to the collection of Common Charges.

2.2.7 Limitation on Certain Actions and Expenditures. Notwithstanding any provision of these Condominium By-Laws (including the provisions of Article 6) or any other Condominium Document to the contrary, the Condominium Board shall not, under any circumstance unless authorized to do so by a Unanimous vote of the Condominium Board (and, in the case of clause (i) of this Section 2.2.7, by the written consents described therein):

(i) except to the extent required pursuant to the Underlying Agreements or required or permitted under Section 15.8 of the Declaration, enter into or deliver any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, which affects or involves a Unit or Section (including its appurtenant Exclusive Terraces, as applicable) without, in each case, the prior written consent of the affected Unit Owner(s) and/or Board(s), as the case may be; or



(ii) pay any amounts, or incur or authorize the incurrence of any expenditures, in connection with any of the following:

(1) advertising, marketing and promotions (other than with respect to Units acquired by the Condominium or the Condominium Board in accordance with the provisions hereof and of the Declaration), including, without limitation (A) marketing the Building or portions of the Building (other than Units acquired by the Condominium or the Condominium Board); and (B) presenting, producing or sponsoring any entertainment or special events in the Common Elements (other than Tower Limited Common Elements and Exclusive Terraces appurtenant to any Units acquired by the Condominium or the Condominium Board), it being acknowledged that the Retail Unit Owner shall have the sole right to conduct advertising, marketing and promotion activities in the Retail Sponsorship Easement Areas, subject to Exhibit D of the Declaration.

(2) the management of any portion of the Building other than those portions of the Building for which (and to the extent that) the Condominium Board is responsible under these Condominium By-Laws and the Declaration;

(3) sales or leasing commissions other than in connection with Units owned by the Condominium Board;

(4) political or charitable contributions to any organization; and

(5) the operation, maintenance, Repair, or Alteration of any portion of the Property which is the responsibility of one or more Unit Owners under the Condominium Documents, provided that this clause (5) shall not apply with respect to (x) the space to be used by the Condominium pursuant to Section 5.4 of the Declaration, for so long as such space is so used and (y) the exercise by the Condominium Board of any rights (including Repair rights) given to it in the Condominium Documents, notwithstanding that a Unit Owner, the Tower Board or a Sub-Board may ultimately be responsible to the Condominium Board for the cost thereof.

Clauses (2) and (5) of the preceding sentence are not intended to prohibit, and shall not be interpreted to prohibit, personnel and employees of the Condominium's managing agent from doing work for particular Units or Sections, at the request and expense of a Unit Owner or Board, to the extent such personnel and employees are (taking into account the duties and obligations of the managing agent under its agreement with the Condominium) available to do so, all as set forth in more detail in the agreement described in Section 2.16.2 hereof (and as may be set forth in more detail (at the Condominium Board's option) in any other management agreement entered into by the Condominium Board with any Person for such Person to serve as the managing agent of the Condominium).

#### 2.2.8 Borrowing by the Condominium Board.

(a) Borrowing by the Condominium Board (a "Condominium Borrowing") shall be permitted only: (i) as may be required as a result of a Condominium Borrowing Condition; or (ii) for any other purpose if approved by a Unanimous vote of the Condominium Board.

(b) No lien to secure repayment of any Condominium Borrowing may be created or suffered: (i) on any Unit or its appurtenant Common Interest, without the prior written consent of the owner(s) of such Unit(s); or (ii) on the Common Elements or any portion thereof (even if permitted by applicable Laws as may now or in the future exist) unless otherwise agreed to by a Unanimous vote of the Condominium Board. Unless otherwise determined by a Unanimous vote of the Condominium Board, (i) a Condominium Borrowing shall be repaid through (x) if such borrowing was incurred in

connection with the consequences of a casualty (including any rebuilding in connection therewith) or other event or condition covered by insurance, from any insurance proceeds ultimately received in connection therewith (provided that any such proceeds shall be applied, pro rata based on the Common Interest of each Unit, to both pay down the principal amount of such borrowing and to refund all applicable Special Borrowing Assessments (excluding any portions thereof on account of interest and fees) (or to reduce the amount thereof to the extent not yet paid)); and/or (y) a Special Borrowing Assessment and (ii) the security for such Condominium Borrowing shall be only as described in Section 2.2.8(d) hereof.

(c) Upon approving a Condominium Borrowing, the Condominium Board shall notify each General Common Charge Obligor of the aggregate principal amount required to be borrowed (the "Borrowing Amount") and each General Common Charge Obligor's pro rata allocation thereof, which shall be determined consistent with the allocations within the applicable Cost Control Categories, and shall be payable by each General Common Charge Obligor as a Condominium Special Assessment. Each General Common Charge Obligor shall then have the option to elect to pay such Condominium Special Assessment (hereinafter referred to as a "Special Borrowing Assessment") either: (i) in a lump sum, to be paid on the date on which the Condominium Board borrows the Borrowing Amount (i.e., by such General Common Charge Obligor either paying from its own funds, or self-financing, the cost of its Special Borrowing Assessment), provided that each General Common Charge Obligor shall be given not less than five (5) Business Days written notice of such date by the Condominium Board and that such date shall not be less than fifteen (15) Business Days after the applicable Borrowing Notice (as defined below) is given, and in which case such Unit Owner shall not be responsible for the payment of any amount of account principal, interest or other debt service on the Condominium Borrowing; or (ii) in installments, as may be necessary, in the determination of the Condominium Board, to pay principal, interest and fees on the Condominium Borrowing (i.e., by opting "in" to the Condominium Borrowing). Each General Common Charge Obligor shall advise the Condominium Board of its election to pay its Special Borrowing Assessment in a lump sum (as a "Contributing Obligor") or in installments (as a "Borrowing Obligor") within ten (10) Business Days following notice from the Condominium Board (a "Borrowing Notice") of the Condominium Borrowing, the Borrowing Amount, the material terms thereof and the amount of the contemplated installments pursuant to clause (ii) of the preceding sentence assuming the full amount of the Borrowing Amount is borrowed. The Borrowing Amount approved by the Condominium Board shall be reduced by the aggregate amount of the Contributing Obligors' allocated share thereof (and the Condominium Board shall promptly notify each Borrowing Obligor of its allocated share of the reduced Borrowing Amount and of the actual amount of its required installment payments), and the reduced amount shall be repaid in accordance with the last sentence of Section 2.2.8(b) hereof.

(d) In connection with a Condominium Borrowing, the Condominium Board may pledge, encumber and grant security interests only in the anticipated receipts of the Special Borrowing Assessments to be collected by the Condominium Board from the Borrowing Obligors, and from no other funds or assets of (or General Common Charges or Condominium Special Assessments whensoever imposed, assessed, collected or received by) the Condominium Board. Any amounts collected from a General Common Charge Obligor that is also a Borrowing Obligor shall first be applied to pay all General Common Charges and Condominium Special Assessments then due and payable before being applied to pay any amounts then due from such Person in respect of a Special Borrowing Assessment.

(e) All Condominium Borrowings shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or

to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Board Member (or except with respect to Borrowing Obligors only, to the extent provided in this Section 2.2.8).

2.2.9 Insurance Requirements. Subject to clauses (s) and (8) of Section 2.2.2 hereof, the Condominium Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 12 hereof with respect to the General Common Elements and the Condominium and Condominium Board to be complied with, unless there is a Unanimous vote of all Board Members to the contrary.

2.2.10 Miscellaneous.

(a) Any act with respect to a matter determinable by the Condominium Board and deemed necessary or desirable by the Condominium Board, shall be done or performed by the Condominium Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Condominium Board.

(b) Any dispute under Section 2.2 hereof as to the authority of the Condominium Board to take an action without the consent of one or more of the Unit Owners shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(c) To the extent that the Condominium has the right, under the ERY FAPOA Declaration, to call a special meeting of the Association, the Condominium Board, either on its own initiative or at the request of a Unit Owner, the Tower Board or other Sub-Board, shall request that the Association call such special meeting.

2.2.11 Declarant Net Lessees. The rights and obligations of Declarant as a Unit Owner under this Article 2 shall be deemed to have been assigned to its Declarant Net Lessee, and such assignment shall be binding upon and recognized by the Condominium Board and the Unit Owners and the Declarant Net Lessee shall be fully responsible to comply with the obligations of the Unit Owner. Such assignment shall no longer be effective following notice by Declarant Net Lessor to the Condominium Board that an Event of Default has occurred under a Declarant Net Lease, until further notice from the Declarant Net Lessor to the Condominium Board that such assignment has been reinstated. A copy of each such assignment shall be delivered by the applicable Declarant Net Lessee to the Condominium Board.

2.3 Number and Terms of Office of Board Members.

2.3.1 Except as may be otherwise provided for in Article 9 hereof governing the composition of the Condominium Board in the event of a subdivision or combination of Unit(s), the Condominium Board shall, following the recording of the Declaration, consist of eight (8) individuals as follows: (a) one Board Member designated by the Retail Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the Retail Unit); (b) one Board Member designated by the Time Warner Unit Owner (or, subject to the provisions of Sections 9.1.1(b) and (g) hereof, and without limiting the Time Warner Unit Owner's rights under Section 9.1.1(g) hereof, if the Time Warner Unit has been subdivided, the Designated TW Owner) (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the Time Warner Unit); (c) [INTENTIONALLY OMITTED]; (d) one Board Member designated by the Ob Deck Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the Ob Deck Unit); (e) one Board Member designated by the RHY Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the RHY Unit); (f) one Board Member designated by the OX Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the

case may be, appurtenant to the OX Unit); (g) subject to Section 9.2.1(c) hereof, one Board Member designated by the PE 1 Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the PE 1 Unit except as otherwise provided in Section 9.2.1(c) of these Condominium By-Laws); (h) subject to Section 9.2.1(c) hereof, one Board Member designated by the PE 2 Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the PE 2 Unit); and (i) one Board Member designated by the WF Unit Owner (who shall vote the entire Common Interest or Budget Interest, as the case may be, appurtenant to the WF Unit). Except as otherwise expressly provided in the Condominium Documents, all designations (and substitute and further designations) which are provided for in the Declaration or these Condominium By-Laws shall be in writing and shall include an address specified for notice to such designated Board Member. The right of Declarant or its successor as a Unit Owner to designate a Board Member shall be assigned to its Declarant Net Lessee (as more particularly provided in Section 25.2 of the Declaration), and such assignment shall be binding upon and recognized by the Condominium Board and the Unit Owners, provided that a copy of such assignment is delivered to the Condominium Board. Subject in all events to the provisions of Section 2.4 hereof, the term of each Board Member designated from time to time by each Unit Owner shall first expire on the first (1st) anniversary of the recording of the Declaration and thereafter on each successive anniversary of such date; and, subject to the other provisions of this Section 2.3, the replacement for each such Board Member, which may be the same person, shall be made by such Board Member's Designator. There shall be no limit on the number of terms of office, successive or otherwise, that a Board Member may serve.

2.3.2 If more than one Person owns a particular Unit (or, if two or more Subdivided Unit Owners are, pursuant to the terms of these Condominium By-Laws, entitled together to designate a single Board Member), such Persons shall (except as may otherwise be provided in Article 9 hereof), jointly designate the Board Member hereinabove provided to be designated by the owner of such Unit. Such Board Member shall be authorized to divide its vote with respect to any one or more matters before the applicable Boards in accordance with the instructions of the Subdivided Unit Owners. Failing such a joint designation, the concurrence of such Persons shall be conclusively presumed if any one of them purports to make such designation, unless and until a protest of such designation is made by any other such Persons to the Condominium Board. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration in accordance with the provisions of Article 15 hereof), no such Board Member shall be deemed to have been appointed by the Designator in question; provided, however, that (i) for the limited purpose of determining whether a quorum exists at any meeting of the Condominium Board, such Board Member shall be deemed to have been appointed and Present in Person at any meeting of the Condominium Board and (ii) such protest shall not nullify any vote or action taken by such Board Member prior to such protest being made.

## 2.4 Resignation and Removal.

2.4.1 Any Board Member may resign at any time by notice given to the President or Secretary of the Condominium Board and to such Board Member's Designator. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.4.2 (a) Any Board Member may be removed from office: (i) for cause, either (x) by the Designator of such Board Member or (y) notwithstanding any protest of such Designator, by a Common Interest Vote of 66-2/3 % (provided that for purposes of this clause (y) such Designator and any Designators that are Affiliates thereof shall be deemed to not be Designators in Good Standing); and (ii) without cause, only by the Designator of such Board Member. In the event of any removal described in the immediately preceding sentence, whether with or without cause, the Designator of such Board Member shall have the sole right to designate the replacement of such member; and

(b) Any Board Member whose removal for cause has been proposed shall (and its Designator shall) be given an opportunity to be heard at the meeting of the Condominium Board at which such removal is to be considered; except that no opportunity to be heard shall be required if the removal is proposed or caused by such Board Member's Designator.

2.5 Vacancies on Condominium Board. The vacancy of a Board Member's seat on the Condominium Board shall be filled only by designation of the Designator of such member; and at any time that (but only for so long as) a Designator fails to designate its Board Member, such Board Member's seat on the Condominium Board shall be deemed to be held by a Board Member who is not a Member in Good Standing.

2.6 Initial Meeting of Condominium Board; Regular and Special Meetings.

2.6.1 Within ten (10) days following the initial recording of the Declaration in the City Register's Office, each Designator shall designate its Board Member by notice given to each other Designator and the first meeting of the Condominium Board shall take place.

2.6.2 Thereafter, regular meetings of the Condominium Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a Majority Member Vote, provided that such meetings shall be held at least quarterly. Notice of regular meetings shall be given to each Board Member by the President, Vice President or Secretary of the Condominium Board or by the Condominium's managing agent, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), at least thirty (30) days prior to the day fixed for such meeting which notice shall state the date, time and place (in the Borough of Manhattan) and shall include an agenda therefor.

2.6.3 Special meetings of the Condominium Board may be called by the President or Vice President of the Condominium or by any two (2) Board Members in Good Standing, in each case by giving at least ten (10) Business Days' prior notice to each Board Member, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), which notice shall state the date, time, place (in the Borough of Manhattan) and purpose (including the agenda) for the meeting. In addition, the President of the Condominium Board shall, by written notice given in accordance with the last sentence of Section 2.6.2 hereof, call a meeting of the Condominium Board upon the written request of a Majority of Board Members.

2.7 Principal Offices of Condominium Board. The principal office of the Condominium Board shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

2.8 Waiver of Notice. Any Board Member (or his or her proxy) may at any time waive notice of any Condominium Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member (or his or her proxy) at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the Board Members (or their proxies) are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

2.9 Determinations by Condominium Board; Quorum.

2.9.1 (a) Except as otherwise set forth in Section 2.9.3 hereof, all determinations of the Condominium Board shall be made at a meeting of the Condominium Board at which a quorum thereof is Present in Person. Only Board Members in Good Standing shall have the right to vote at

meetings of the Condominium Board and only such Board Members shall count for purposes of determining whether a quorum is present. Subject to the preceding sentence, the Presence in Person, at any meeting of the Condominium Board, of Board Members sufficient to cast a Majority Member Vote shall constitute a quorum. Except as may otherwise be required by any Law, these Condominium By-Laws and/or the Declaration, a Majority Member Vote or a Majority Budget Interest Vote, whichever may be applicable, shall constitute the decision of the Condominium Board. For the avoidance of doubt, all votes pursuant to these Condominium By-Laws or the Declaration shall either be by Common Interest or Budget Interest, as may be provided therein.

(b) At all meetings of the Condominium Board, the votes and voting percentages of each Board Member (or his or her proxy) shall be calculated on the basis of either the Common Interest or Budget Interest represented by such Board Member, whichever in each instance is applicable (and not by the number of individual Board Members voting or on any other basis), and each vote cast by a Board Member shall be for the entire Common Interest or Budget Interest, as the case may be, represented by such Board Member; provided, however, that notwithstanding the foregoing or any other provision hereof, (1) a Board Member designated by a Subdivided Unit Group or Sub-Board (or his or her proxy) shall have the right to cast separate (and different) votes on behalf of the entire Common Interest or Budget Interest, as the case may be, of each Unit Owner and Board that is part of the applicable Sub-Group and (2) a Board Member designated by two (2) or more Unit Owners (or his or her proxy) shall have the right to cast separate (and different) votes on behalf of the entire Common Interest or Budget Interest, as the case may be, of each such designating Unit Owner.

(c) Notwithstanding any provision of the Condominium Documents to the contrary, a Board Member (or his or her proxy) shall be authorized and entitled to vote at any meeting of the Condominium Board if, and only if, such member shall be a Board Member in Good Standing at the time of such meeting.

2.9.2 If at any Condominium Board meeting a quorum does not exist, Board Members representing in the aggregate more than fifty percent (50%) of the Common Interest of those Board Members in Good Standing who are Present in Person may adjourn the meeting from time to time to a time, in each case specified on at least ten (10) Business Days' notice, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), to the Board Members not Present in Person, until a quorum shall exist. At any such adjourned meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.9.3 A Board Member or Members shall be deemed "Present in Person" at a meeting of the Condominium Board if such Board Member(s) or his or her proxy is/are: (i) physically present; or (ii) participating by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear one another's voice. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Condominium Board by the vote of Board Members representing a requisite percentage of Common Interest or Budget Interest, as the case may be, may be taken without a meeting if, after notice is given to all Board Members, such requisite percentage of Board Members (measured by Common Interest or Budget Interest, as may be applicable) in writing approve such action and the taking of same without a meeting (but subject to the same provisions of the Condominium Documents as would apply to such action if taken at a meeting).

2.9.4 In the event the Condominium Board or its designee shall own any Unit, then: (i) the Condominium Board shall not designate a Board Member to vote on behalf of (or otherwise in connection with) such Unit; (ii) the Condominium Board or any such designee shall have no vote in

respect of the Common Interest and Budget Interests appurtenant to any such Unit; (iii) the Common Interest of such Unit shall be excluded from the total Common Interests of all Unit Owners for all purposes under these Condominium By-Laws when determining whether a quorum is present; and (iv) for purposes only of determining Common Interests or Budget Interests, as the case may be, the Condominium Board Member who, if not for clause (i) of this sentence would have been appointed by the Condominium Board or its designee, shall not be considered to be a Board Member in Good Standing.

2.9.5 Board Members shall be entitled to vote by proxy at any meeting of the Condominium Board, and all references herein and in the other Condominium Documents to votes by Board Members shall be deemed to be references to votes by Board Members or their properly designated proxies. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time as provided at law or by notice actually delivered to such Secretary by the Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months (except that the designation of a Board Member by a Registered Mortgagee pursuant to clause (i) of the first sentence of Section 14.2(f) hereof shall be effective until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage).

2.10 Compensation. No Board Member shall receive any compensation from the Condominium or the Condominium Board for acting in the capacity of a Condominium Board Member.

2.11 Liability of Condominium Board and Unit Owners.

2.11.1 (a) To the extent permitted by applicable Laws, no Board Member shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members, or of any managing agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such Board Member's own bad faith, gross negligence or willful misconduct).

(b) Every contract made by the Condominium Board or by any managing agent or manager thereof shall state that it is made by the Condominium Board or the managing agent or manager only as agent for the Condominium, and that the Board Members or managing agent or manager shall have no personal liability thereon and may also state the applicable limitations of liability of Unit Owners provided for in Section 2.11.2 hereof; and the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Condominium Board, its members, managing agent or manager, or any Unit Owner.

(c) The Condominium shall indemnify each Board Member against all Costs arising out of such Board Member's serving in such capacity except those matters arising out of such Board Member's own bad faith, gross negligence or willful misconduct.

(d) The Condominium Board may contract or effect any other transaction with any Board Member, any member of another Board, any Unit Owner, Declarant and/or the Developer and/or Affiliates of any of the foregoing without incurring any liability for self-dealing or otherwise (except in the case of bad faith, gross negligence or willful misconduct which shall not be deemed presumed or established by the relationship between or among any such parties), but all such contracts or transactions shall be made only in accordance with the provisions of Section 2.16 hereof.

2.11.2 No Unit Owner, in its capacity as a Unit Owner, shall be personally liable for any contract, act or omission of the Condominium. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges, Condominium Special Assessments, Association Charges and Special Assessments.

2.12 Committees. The Condominium Board may, subject to such terms, conditions, limitations and exceptions as the Condominium Board may prescribe, by a Majority Member Vote, appoint an executive committee and such other committee(s) as the Condominium Board may deem appropriate, each to consist of three or more Board Members and to include any Board Member desiring from time to time to serve thereon. Each such committee, to the extent (and only to the extent) expressly provided in the resolution which creates it, may carry out in the name of the Condominium Board those duties delegated to it (including the power to act on behalf of the Condominium Board during the intervals between the meetings of the Condominium Board, insofar as the same may be permitted by applicable Laws), provided, however, that no committee shall be empowered to (and no committee may otherwise) take any action in the name of, or exercise any power vested in, the Condominium Board unless and until a resolution in respect thereof shall have been approved by the affirmative vote of the Condominium Board in the required percentage of Common Interest or Budget Interest, as the case may be (and any required consents or approvals of Unit Owners shall have been obtained) to the extent the same would have been required had the Condominium Board itself sought to take such action proposed to be delegated or exercise such power proposed to be exercised.

2.13 Status of Boards.

2.13.1 The Condominium Board. In addition to the status conferred upon the Condominium Board under or pursuant to the provisions of the New York Condominium Act, the Condominium Board shall, to the extent permitted by applicable Laws, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York, as the same may be amended from time to time. In the event of the incorporation or organization of the Condominium Board pursuant to the provisions of Section 2.14 hereof, the provisions of this Section 2.13.1 shall no longer be applicable to the Condominium Board.

2.13.2 The Tower Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the New York Condominium Act, the Board shall, to the extent permitted by applicable Laws, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York, as the same may be amended from time to time. In the event of the incorporation or organization of the Tower Board pursuant to the provisions of Section 2.14 hereof, the provisions of this Section 2.13.2 shall no longer be applicable to the Tower Board.

2.14 Incorporation and Organization of Boards.

2.14.1 The Condominium Board. To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), the Condominium Board may, by action of the Condominium Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Condominium Board so organizes or incorporates, it shall have, to the extent permitted by applicable Laws, the status conferred upon it under such statutes in addition to the status conferred upon the Condominium Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration and these Condominium By-Laws and the



provisions of the Declaration and these Condominium By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable.

#### 2.14.2 The Tower Board.

(a) To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), the Tower Board may, by action of such Tower Board as provided herein or the Tower By-Laws, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Tower Board so organizes or incorporates, it shall have, to the extent permitted by applicable Laws, the status conferred upon it under such statutes in addition to the status conferred upon the Tower Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration, these Condominium By-Laws and the Tower By-Laws and the provisions of the Declaration, these Condominium By-Laws and such Tower By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable; and any such certificate, by-laws, articles and agreement shall in all events be subject and subordinate in all respects to the Declaration and these Condominium By-Laws.

(b) Notwithstanding anything contained herein or in the Declaration to the contrary, and as more specifically set forth herein, for so long as all of the Tower Units are either owned or net leased pursuant to one or more Declarant Net Lease(s) by one Person and/or such Person's Affiliates (the "Sole Tower Unit Owner"), such Sole Tower Unit Owner shall have, entirely in its own right, in its own name and on its own behalf, all rights, powers and privileges of the Tower Board, and shall in such capacity, without limitation, be entitled to make all determinations and take all actions which the Tower Board under the Declaration or these Condominium By-Laws shall be entitled to make or take (subject to the terms and provisions of the Member Agreements and the Tower Company Operating Agreement). The Sole Tower Unit Owner shall have and discharge, entirely in its own right, in its own name and on its own behalf, all obligations of such Tower Board (subject to the terms and provisions of the Member Agreements and the Tower Company Operating Agreement). Without limitation, in furtherance of the foregoing, (a) there shall be no requirement for meetings or votes of the Tower Board, election of members or officers of the Tower Board, or meetings or votes of the Tower Unit Owners in respect of the actions of the Sole Tower Unit Owner satisfying in all respects any of the foregoing, and (b) the Sole Tower Unit Owner, on behalf of the Tower Board, entered into an agreement with Related Hudson Yards Manager LLC following the recording of the Original Declaration (as the same may be amended or modified from time to time) to manage the Tower Section and certain agreements with Electricity Provider (which management agreement is included on the list of approved Affiliate agreements listed on Exhibit BB annexed to the Declaration) in the form previously delivered to the Members.

2.14.3 Sub-Boards. In the event any Sub-Boards are hereafter created (as provided in Section 9.3.3 hereof), each such Sub-Board shall have the same rights and status with respect to its organization as is provided in Section 2.14.2 hereof with respect to the Tower Board, subject to the same requirements and conditions as are set forth in such Section; and subject further to the condition that any Sub-By-Laws or any other agreement governing any Sub-Group shall in all events be subject and subordinate in all respects to the Declaration and these Condominium By-Laws.

2.15 Condominium Board as Agent of Unit Owners and Boards. In exercising its powers and performing its duties under the Declaration and these Condominium By-Laws (and, to the extent applicable, the Tower By-Laws), the Condominium Board shall act as, and shall be, the agent of the Unit Owners and the Boards (themselves the agents of the respective Unit Owners of Units within the applicable Section), subject to and in accordance with the provisions of the Declaration and these Condominium By-Laws (and, to the extent applicable, the Tower By-Laws or other Sub-By-Laws), provided that in acting as such agent for the other Boards, the Condominium Board shall not take any action which has not been expressly approved by the Tower Board or such Sub-Board.

2.16 Affiliate Transactions.

2.16.1 The Condominium Board or its manager or managing agent shall not enter into or amend any contract or lease with, purchase any supplies from, or employ any Person which is an Affiliate of any Board Member or such Board Member's Designator (each such Board Member, an "Affiliate Board Member") unless: (i) the fact thereof is disclosed to, or otherwise known by, the Board Members and noted in the Board's minutes, and the Condominium Board shall authorize or approve such contract or transaction in advance by a Majority Budget Interest Vote, provided that for purposes of this clause (i) only, each Affiliate Board Member shall be deemed to not be a Member in Good Standing; and (ii) the compensation, price or fee paid to or by such Affiliate under, and the other terms of, the contract or purchase or other transaction are reasonably comparable to and competitive with the compensation, price or fee and terms which would be chargeable therefor in a bona fide, arm's length transaction by or with an unaffiliated Person rendering comparable services or receiving comparable benefits under comparable circumstances. Each Board Member in Good Standing (including any member whose Designator is an interested party to the transaction under consideration) shall be counted in determining the existence of a quorum at any meeting of the Condominium Board which authorizes, approves or ratifies any such contract or transaction or amendment. Any contract, lease or amendment entered into by the Condominium Board or its manager or managing agent in violation of this Section 2.16 shall be deemed void and of no force and effect.

2.16.2 Notwithstanding the foregoing, the Unit Owners hereby acknowledge that the Condominium Board shall, and is authorized to, enter into a management agreement with Related and/or Oxford Parent, which are Affiliates of one or more of the Unit Owners, or another such Affiliate of Related and/or Oxford Parent, to serve as the managing agent of the Condominium, provided that the conditions contained in clause (ii) of Section 2.16.1 hereof are satisfied. Additionally, the Condominium Board or its manager or managing agent shall be authorized to enter into, and renew, modify, amend, restate or supplement agreements with Affiliates of Related and/or Oxford Parent for the provision of utilities, for use of and access to utility systems (including, without limitation, as provided in Section 6.5 hereof with respect to standby power, thermal systems and condenser and chilled water), for certain technology equipment and systems, and for coordination of loading dock access and security, and for other purposes provided for in the Condominium Documents and the Underlying Agreements; provided that (except with respect to contracts for standby power (as more particularly provided in Section 6.5.1 hereof), thermal systems and condenser and chilled water) subject to the provisions of Section 6.5.1 hereof, the conditions contained in clauses (i) and (ii) of Section 2.16.1 hereof are satisfied. Further, the Condominium Board shall be authorized to enter into, and renew, modify, amend, restate or supplement agreement(s) pursuant to Section 2.2.2(bb) and Section 2.2.2(cc) hereof. It is expressly acknowledged that the contracts listed on Exhibit BB annexed to the Declaration have been approved by all of the Unit Owners and Members. Without limiting the generality of the foregoing, (1) the Condominium Board entered into an agreement with Related Hudson Yards Manager LLC immediately following the recording of the Original Declaration with respect to management of the Condominium and the General Common Elements (and has the right to amend or modify the same from time to time), and (2) the Tower Board (or the Sole Tower Unit Owner on behalf of the Tower Board, as provided in Section 2.14.2(b)

hereof) entered into an agreement with Related Hudson Yards Manager LLC following the recording of the Original Declaration with respect to management of the Tower Section and the Tower Limited Common Elements (and has the right to amend or modify the same from time to time).

### ARTICLE 3

#### UNIT OWNERS

3.1 Annual Meetings. No annual meeting of the Unit Owners (a "Unit Owners Meeting") shall be required to be held unless required, in each case, by applicable Laws, in which event any such meeting so required to be held shall be held on the date specified by the Condominium Board.

3.2 Place of Meetings. All Unit Owners Meetings required or permitted to be held, if any, shall be held at the principal office of the Condominium or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special Unit Owners Meeting if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units representing not less than 35% of the aggregate Common Interest of all of Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such Unit Owners Meeting.

3.4 Notice of Meetings and Actions Taken. Notice of annual or special Unit Owners Meetings (in each case, if any) shall be given by the Secretary of the Condominium to all Unit Owners of record at their address at the Condominium (or at such other address as any Unit Owner has designated by notice given to the Secretary of the Condominium at least forty-five (45) days prior to the giving of notice of the applicable meeting). Each such notice shall state the purpose(s) of the meeting and the date, time and place (in the Borough of Manhattan) where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given at least ten (10) Business Days prior to the date fixed for the meeting. However, if the business to be conducted at any Unit Owners Meeting shall include consideration of a proposed amendment to the Declaration or to these Condominium By-Laws, the Tower By-Laws or any Sub-By-Laws (to the extent any provision of the Declaration or these Condominium By-Laws requires or permits the vote thereon at a Unit Owners Meeting), the notice of such meeting shall be given to all Unit Owners and Registered Mortgagees at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment. The Condominium Board shall have the exclusive right to vote on the matters and take the actions delegated to it by the Condominium Documents.

3.5 Quorum.

3.5.1 Except as otherwise provided in these Condominium By-Laws, the Presence In Person or by proxy of Unit Owners representing more than fifty percent (50%) (in Common Interest) of all Unit Owners in Good Standing shall constitute a quorum at all Unit Owners Meetings; provided that the Unit Owner(s) in Good Standing owning Units to which appertain more than twenty-five percent (25%) of the aggregate Common Interests attributable to all Units shall have the absolute right (except in the case of an Emergency) to require an adjournment of any such Unit Owners Meeting (notwithstanding the presence of a quorum) for a period not longer than thirty (30) days.

3.5.2 Subject to Section 3.5.1, if at any Unit Owners Meeting a quorum does not exist, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to adjourn the meeting and reconvene at a time (specified on at least ten (10) Business Days' notice, by

personal delivery, nationally recognized overnight courier or telecopy, to the absent Unit Owners). At any such adjourned and reconvened Unit Owners Meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all annual Unit Owners Meetings, if any, shall be as follows:

- (a) Call to order.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting, if any.
- (d) Reports of officers, if any.
- (e) Reports of Board Members.
- (f) Reports of committees, if any.
- (g) Election of inspectors of election (when so required).
- (h) Unfinished business.
- (i) New business.

3.7 Voting at Unit Owners Meetings.

3.7.1 Each Unit Owner, or a person designated by each such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit Owner's Unit (determined on a Common Interest basis), as set forth herein and in the Declaration, at all Unit Owners Meetings, if any. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by notice actually delivered to such Secretary by the Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months. If a Registered Mortgagee is entitled to vote at a Unit Owners Meeting pursuant to clause (ii) of the first sentence of Section 14.2(f) hereof (which vote may be by proxy), such Registered Mortgagee shall continue to so vote until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage.

3.7.2 A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.7.3 If two (2) or more Persons own a Unit, including, without limitation, as tenants-in-common, they shall designate in a writing given to the Secretary of the Condominium one (1) Person amongst them to cast all votes appurtenant to their Unit, and give all of the consents or approvals required by the owner of such Unit, pursuant to the provisions of these Condominium Documents, and the vote, consent and/or approval of such designee shall be binding upon all such Persons owning such Unit. Failing such a designation, all of such Persons shall mutually cast all votes appurtenant to their Unit under

one ballot, without division, and shall mutually give the consents or approvals required by or of the owner of such Unit pursuant to the provisions of these Condominium Documents, and the concurrence of such Persons shall be conclusively presumed if any one of them purports to cast such vote and/or give such consent or approval without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken or such consent or approval is requested. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration in accordance with the provisions of Article 15 hereof), the vote of such Unit shall not be voted, the consent or approval of such Unit Owner shall not be required and the Unit Owner thereof shall, for purposes of all voting, be deemed to not be a Unit Owner in Good Standing; provided, however, that (i) such Unit shall be counted solely for determining whether a quorum is present for such voting and (ii) such protest shall not nullify any vote, consent and approval made by any such Person on behalf of such jointly-owned Unit prior to such protest being made. For the avoidance of doubt, nothing contained in these Condominium Documents is intended to prohibit tenancy-in-common agreements.

3.7.4 At Unit Owners Meetings, the Condominium Board (or its designee) shall not be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board (or such designee) on behalf of all Unit Owners; and the Common Interest of such Unit(s) shall be excluded from the total Common Interests when computing the interests of Unit Owners for quorum and voting purposes; however, that each Sub-Board and the Tower Board (or its designee) shall be entitled to vote the Common Interest appurtenant to any Unit owned by it.

3.7.5 At all Unit Owners Meetings, each Unit Owner in Good Standing (or its proxy) shall be entitled to vote the entire Common Interest attributable to its Unit or Units. If a matter requires a specified vote of Common Interest for approval by the Condominium Board, then such matter, if and when raised at a Unit Owners Meeting, shall require for approval the same percentage vote of Unit Owners (determined by Common Interest). If a matter requires the consent of a Unit Owner prior to its being approved by the Condominium Board, then such action, if and when raised at a Unit Owners Meeting, shall require the consent of such Unit Owner.

3.7.6 Notwithstanding any provision of the Condominium Documents to the contrary, a Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any Unit Owners Meeting or any other annual, regular or special meeting of any or all Unit Owners if, and only if, such Unit Owner shall be a Unit Owner in Good Standing at the time of such annual, regular or special meeting.

3.7.7 If any Unit is owned by Declarant but subject to a Declarant Net Lease, the Declarant Net Lessee, and not Declarant or a Declarant Net Lessor, shall have the right to vote the Common Interest of such Unit to request a meeting under Section 3.3 hereof, to constitute a quorum under Section 3.5 hereof, and to vote such Common Interest at any meeting of Unit Owners. Following notice by Declarant or Declarant Net Lessor to the Condominium Board that an Event of Default has occurred under a Declarant Net Lease, the Declarant Net Lessee under such Declarant Net Lease may not thereafter exercise such rights, until further written notice is provided from Declarant or the Declarant Net Lessor to the Condominium Board that such voting rights and rights under Sections 3.4 and 3.5 hereof have been reinstated.

3.8 Voting By Certain Unit Owners or Groups of Units Owners. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of a specified group of Unit Owners as opposed to all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Common Interests attributable to all Unit Owners within such specified group and not the percentage of Common Interests attributable to all Unit Owners.

## ARTICLE 4

### OFFICERS

4.1 Designation. (a) The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Condominium Board but, except during such periods when all of the Tower Units are either owned or net leased pursuant to one or more Declarant Net Lease(s) by one Person and/or such Person's Affiliates, (i) no more than two of whom may be Affiliates of, or associated or affiliated with, any particular Designator or group of Affiliated Designators and (ii) the President and Vice President cannot be Affiliates of, or associated or affiliated with, the same Designator or group of Affiliated Designators. The Condominium Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Tower Board or a Sub-Board from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Tower Board or a Sub-Board, if otherwise qualified under the terms of these Condominium By-Laws and the Tower By-Laws or other Sub-By-Laws, as the case may be; and any Condominium Board Member may also be an officer of the Condominium.

(b) An officer of the Condominium need not be a Unit Owner or have any interest therein or be a member of the Condominium Board.

4.2 Election of Officers. The officers of the Condominium shall each be elected annually by Majority Member Vote of the Condominium Board (including at the first meeting thereof) and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Condominium Board. Notwithstanding the foregoing, for so long as RHY Unit is owned by Related or its Affiliates, a representative of the RHY Unit shall serve as the President of the Condominium. If the President of the Condominium is a representative of the RHY Unit, at the option of the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner), a representative of the Time Warner Unit shall serve as Vice President of the Condominium.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Condominium Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a Majority Member Vote at a regular meeting of the Condominium Board, or at a special meeting of the Condominium Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all Unit Owners Meetings and at all meetings of the Condominium Board. Subject to the provisions of Section 4.8 hereof, the President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint (upon a Majority Member Vote and subject to the provisions of Section 2.12 hereof) committees from among the Board Members and/or Unit Owners, from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium, each such committee to include a representative of any General Common Charge Obligor desiring to serve thereon.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the

President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Condominium Board shall appoint some other Condominium Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Condominium Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all Unit Owners Meetings, if any, and of all meetings of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the managing agent or manager appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 hereof, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Except as may otherwise be provided in the Condominium Documents, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice President, acting alone, by any other two officers of the Condominium Board or by such other person or persons as may be designated by the Condominium Board; provided, however, that all payments in excess of \$50,000 by check must be executed by or by ACH wire transfer must be previously approved in writing by two (2) officers of the Condominium Board that are not Affiliates of, or associated or affiliated with, the same Designator or group of Affiliated Designators. Subject to Section 2.16 hereof, the President or Vice President, or two (2) other officers, shall have the right to so execute any such agreement or contract without having first obtained the approval of the Condominium Board; provided, however, that (x) such approval shall be required if (i) the applicable contract or agreement provides for payments to another Person that exceed, or are likely to exceed, \$500,000 in the aggregate over time; (ii) such approval is expressly required under any other provision hereof; or (iii) the applicable agreement or contract or the performance thereof by the Condominium Board or the other party thereto violates, exceeds or is inconsistent with any Cost Control Category budget (subject to clause (3) of the second sentence of Section 6.1.1(f)(x) hereof) or any of the provisions hereof or of the Declaration and (y) no contract or agreement providing for any payments to another Person shall be so executed prior to three (3) Business Days after each Board Member has been furnished (either by the President or Vice President or the Condominium's managing agent) with a copy thereof. In addition to the foregoing, the Condominium Board may authorize the managing agent serving on its behalf to execute checks, contracts and other agreements, provided that the agreements and expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Condominium Board (including, but not limited to, by means of its approval of a Budget including such expenditure) or have been authorized in writing in the management agreement with such managing agent or in accordance with the preceding sentence. Notwithstanding the foregoing or any other provision hereof, no management agreement with a managing agent for the Condominium, other than the agreement described in Section 2.16.2 hereof, shall be executed and delivered unless and until bids from three (3) Persons who are not Affiliates (but any one of which (but not more than one of which) may be an Affiliate of a particular Unit Owner) to serve as the managing agent are received, which bids must include the compensation, term and other material terms of the proposed engagement.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Condominium Board, no officer of the Condominium shall receive any compensation for acting as such.

4.10 Liability of Officers. To the extent permitted by applicable Laws, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members or officers, or of any managing agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a General Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element; or (c) arising out of theft or otherwise. The Condominium shall indemnify each officer of the Condominium against all Costs arising out of such officer's service in such capacity, except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

## ARTICLE 5

### NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration or these Condominium By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Declaration and/or the Condominium By-Laws shall be in writing and shall be delivered: (a) if to any Board or any Unit Owner, in person or sent to the principal office of the applicable Board or Unit Owner, as the case may be (or to such other address(es) as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and all Owners; and (ii) each Unit Owner may designate from time to time, by notice in writing to each Board and all Unit Owners); and a duplicate shall be sent in like manner to the managing agent of the Condominium and of each Section and Unit having a managing agent, if any; (b) if to a Condominium Board Member, to the address of such Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Board Member), or to such other address as may have been designated by such Board Member from time to time in writing to the Secretary of the Condominium Board and to the other Condominium Board Members; and (c) if to the Registered Mortgagees, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Condominium Board. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Subject to Section 5.2 hereof, unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Alternate Service; Delay in Notices.



5.2.1 The Condominium Board may adopt (and amend from time to time) as a General Rule and Regulation any alternative or substitute method(s) of giving notices which may, with the passage of time, the evolution of technology or the change in customary and standard business practices in the United States, give a quality and assurance of notice comparable, in the Condominium Board's reasonable judgment, to the methods specified in Section 5.1 hereof. Notice of the Condominium Board's adoption of or change in a General Rule and Regulation in respect of the method of giving notices hereunder shall take effect no sooner than two (2) months after notice thereof is given (by one of the methods specified in Section 5.1 hereof) to all Condominium Board Members, the Tower Board and any other Sub-Boards (and all their members), all Unit Owners and all Registered Mortgagees.

5.2.2 All notices which are "sent" by any alternative or substitute method of service as may be adopted by the Condominium Board and following the effective date of such change, shall, unless otherwise specified by the Condominium Board in connection with the adoption of such alternative or substitute method, be deemed to have been given a set number of Business Days after the dispatch or transmission of same (such number to be fixed by the Condominium Board upon the adoption of such alternative or substitute service methods(s)), except that notices of change of address shall be deemed to have been given only when received.

5.2.3 Notwithstanding the foregoing provisions in this Section 5.2 with respect to the date or time any notice shall be "deemed" to have been given or received, the stated period after which such giving or receipt shall be "deemed" to have occurred shall be extended, day for day, commensurate with the duration of any publicly acknowledged and verifiable delay or disruption, not caused by the Person claiming to have been affected by such delay or disruption, in the means or method by which such notice was transmitted. The Condominium Board's reasonable determination with respect to the existence and/or duration of any such delay or disruption shall be conclusive absent manifest error.

5.3 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 hereof). The foregoing provisions of this Section 5.3 are intended to facilitate additional means of notification and shall not be construed to permit any Person to refuse receipt of any notices given in any of the manners specified in Sections 5.1 or 5.2 hereof.

5.4 Record of Addresses. The Condominium Board shall keep and maintain correct, current and complete records containing the names and addresses of all Condominium Board Members (and their proxies, if any), Unit Owners, the Tower Board and any Sub-Boards (and their members) and Registered Mortgagees. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. Any Condominium Board Member, Unit Owner, Board or Registered Mortgagee shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such Person's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such Person's interest in the Condominium.

## ARTICLE 6

### GENERAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES

#### 6.1 Determination of General Common Expenses and Fixing of General Common Charges.

6.1.1 (a) General Common Expenses; Allocation of General Common Expenses. The Condominium Board shall determine and allocate all costs and expenses incurred by the Condominium Board in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the General Common Elements and Limited Common Elements, in each case, as and to the extent provided herein or in the Condominium Documents, in such manner that Project Standards are maintained (all such costs and expenses, together with all other items which are provided for in these Condominium By-Laws and the Declaration to be General Common Expenses, the "General Common Expenses"). All General Common Expenses shall be determined and allocated by the Condominium Board, without any cost increase or markup of any kind whatsoever by the Condominium Board and otherwise in the manner provided in and subject to the provisions of this Article 6, among the General Common Charge Obligors. Such allocation shall be made first by assigning each individual expenditure in respect of General Common Expenses to the appropriate Cost Control Category or line item shown on the Allocation Schedule; and then, within each Cost Control Category or line item, by assigning to each General Common Charge Obligor its allocated portion thereof in accordance with the allocation percentages applicable to such Cost Control Category or line item as set forth in the Allocation Schedule. Subject to the further provisions of this Article 6, all determinations with respect to budgets, reserves, expenditures and Condominium Special Assessments shall be voted upon in each instance by the Condominium Board on a Cost Control Category by Cost Control Category basis, in each case by a Majority Budget Interest Vote for the Cost Control Category in question. As more particularly provided in Section 6.1.2 hereof, the costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Tower Limited Common Elements shall be determined by the Tower Board, governed by a separate Tower Allocation Schedule (as defined in Section 6.2 hereof) and Tower Budget and charged to Tower Unit Owners in accordance with the terms thereof and the Tower By-Laws.

(b) Changes in General Common Expense Allocations. The allocations to each General Common Charge Obligor within each Cost Control Category set forth on the Allocation Schedule shall not change, except pursuant to Section 2.2.2(10) and Article 12 hereof and in connection with combinations and subdivisions of Units in accordance with the provisions of Article 9 hereof, Sections 1.5 and 8.9.3 of the Declaration, or as otherwise agreed among each of the Unit Owners affected by such change.

(c) Allocations of Certain General Common Expenses; Fixed Allocations. Attached hereto as Exhibit 2 is a schedule of allocations of budget line items on a Cost Control Category or line item basis (the "Allocation Schedule") for the Condominium, allocating General Common Expenses on a Cost Control Category basis among the General Common Charge Obligors (which Allocation Schedule shall only be modified in accordance with clause (9) of Section 2.2.2 hereof). Allocations to "Tower A" in the Allocation Schedule shall be further allocated among the Tower Unit Owners in accordance with the allocations of the Tower Unit Owners set forth on the Tower Allocation Schedule.

(d) Intentionally Omitted.

(e) Disputes. Pending the resolution in Arbitration of any dispute with respect to the allocation of General Common Expenses, the allocation to the affected General Common Charge Obligors of the disputed components of the General Common Expenses shall remain as determined by the Condominium Board (including for purposes of all Budget Interest Votes), provided that upon such resolution, any resulting change in the allocation of such General Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute, but not for purposes of Budget Interest votes prior to such resolution.

(f) Budget for General Common Charges. (i) The Condominium Board will use the Allocation Schedule as the basis for allocating General Common Expenses among the Unit Owners in the Initial Budget and all future Budgets as provided herein.

(ii) The Condominium Board shall not charge Unit Owners for the costs of the initial development and construction of the Building.

(iii) The Condominium Board has adopted an initial budget (the "Initial Budget").

(iv) In respect of all calendar years following the period covered by the Initial Budget, the Condominium Board shall from time to time, but at least annually (and no later than the applicable required date under the management agreement then in effect with the Condominium's managing agent (and if no such agreement is then in effect then no later than one hundred and twenty (120) days prior to the commencement of each calendar year)), prepare a budget on a Cost Control Category by Cost Control Category basis (as allocated pursuant to the Allocation Schedule) for the succeeding calendar year, setting forth the projection of General Common Expenses for such calendar year and will allocate and assess charges ("General Common Charges") among the General Common Charge Obligors in accordance with the provisions of this Section 6.1.1, to meet the General Common Expenses and such other expenses (each such approved budget, and each amended budget, a "Budget"). Each Board Member shall be entitled to receive and review the estimates and other documentation supporting the components of the proposed budget. The budgeted expenses shall be adopted by the Condominium Board (with each Board Member voting in each case in accordance with such Board Member's respective Budget Interest) on a Cost Control Category by Cost Control Category basis. The budget for any particular Cost Control Category may be adopted regardless of the adoption, or the failure to be adopted, of any other Cost Control Category budget. Each adopted Cost Control Category budget shall (together with any Carryover Budgets) collectively constitute the "Budget." In the event that an entire Budget (or any particular Cost Control Category budget within the Budget) is not adopted by the Condominium Board (in each case in accordance with the applicable voting percentage required) as and when required, then, until such adoption, the Budget (or Cost Control Category budget, as the case may be) in effect for the then concluding (or concluded) calendar year, increased (or decreased in the case of clause (2) of this sentence) by (1) anticipated expenditures for applicable Mandatory Costs and (2) the CPI Budget Factor (applied to Threshold Expenditures only), shall remain in effect (such Budget or budget, adjusted as aforesaid, a "Carryover Budget").

(v) Subject to the further provisions of this Section 6.1.1(f), a Majority Budget Interest Vote shall be required to approve each Cost Control Category budget within any proposed Budget (or any proposed amendment thereto). The Board Members shall grant or withhold their approval in writing within forty-five (45) days after receipt (whether at a meeting of the Condominium Board or otherwise) of any proposed Cost Control Category budget or amendment thereto, and any Board Member that does not so grant or withhold his or her approval within said forty-five (45) day period shall be deemed to have approved the applicable budget or amendment thereto. In the event that the Condominium Board shall fail to agree on any Cost Control Category budget within the aforementioned

forty-five (45) day period, the last sentence of clause (iv) of this Section 6.1.1(f) shall apply. No amended Budget or Cost Control Category budget shall have a retroactive effect on the General Common Charges payable by the General Common Charge Obligors for any period prior to the adoption of such amended Budget or Cost Control Category budget, although a prior period's deficit may be included in General Common Charges for a subsequent period or paid from a Condominium Special Assessment levied in accordance with Section 6.1.1(k) hereof.

(vi) If any proposed Budget, or any proposed amendment to a Budget, sets forth a proposed increase in the aggregate expenditures within a Cost Control Category that exceeds a Budget Threshold, such proposed Budget or amendment shall not, with respect to the portion thereof relating to such Cost Control Category, be adopted unless it is approved by a Budget Interest Vote of 66- $\frac{2}{3}$ %. As used herein, the following terms shall have the following meanings:

(A) "Budget Threshold" means, with respect to the applicable Cost Control Category, (i) a 3.33% increase in Threshold Expenditures (as defined below) from the prior year's budgeted Threshold Expenditures (as such prior year's budgeted Threshold Expenditures shall be deemed increased or decreased by the CPI Budget Factor), provided that the reference in this clause (i) to 3.33% shall be deemed to be 5.00% if the prior calendar year is the year of the Initial Budget and (ii) a 9.00% aggregate increase in Threshold Expenditures from the budgeted Threshold Expenditures for the calendar year that is three (3) years prior to the calendar year to which the proposed Budget or amendment relates (as such prior budgeted Threshold Expenditures shall be deemed increased or decreased by the CPI Budget Factor);

(B) "Mandatory Costs" means all costs attributable to (1) insurance coverage the Board is required to obtain and maintain under Article 12 hereof, as such requirements may be duly amended from time to time by the Condominium Board; (2) costs under previously executed multi-year contracts with third-parties; (3) taxes, PILOT and other governmental charges (including, without limitation, any BID charges); (4) utilities (assuming no increase in level of service); (5) "variable" costs within the "Central Systems" Cost Control Category, if any; (6) compliance with Laws and Insurance Requirements; (7) amounts payable to the Condominium's managing agent under the terms of its management agreement; (8) actions that the Condominium Board is required to take under these Condominium By-Laws or the Declaration (excluding actions required solely in connection with obligations imposed on the Condominium Board hereunder and under the Declaration to comply with or maintain Project Standards); (9) all existing contractual requirements; and (10) in accordance with Section 6.1.1(vi)(B) of the Tower By-Laws, PILOT Overage Reimbursement (pursuant to Section 6.1.5 hereof);

(C) "CPI Budget Factor" means the percentage change, if any, between the Consumer Price Index for the calendar month which is five (5) months prior to the first month of the applicable prior or third preceding calendar year and the Consumer Price Index for the calendar month which is five (5) months prior to the first month of the calendar year to which the proposed Budget or amendment relates; and

(D) "Threshold Expenditures" means all expenditures in the applicable Cost Control Category, excluding expenditures for Mandatory Costs.

The provisions of this clause (vi) of Section 6.1.1(f) are subject to the provisions of clause (viii) of this Section 6.1.1(f).

(vii) Notwithstanding any other provision hereof, if a Cost Control Category budget or any amendment thereto that includes, or any Condominium Special Assessment that is for, a New Cost (as defined below) is approved in accordance with the foregoing provisions of this Section 6.1.1 or Section 6.1.1(k), but a Board Member asserts that no portion of such New Cost should be allocated to such Cost Control Category or as part of any Condominium Special Assessment, then (1) whether or not such assertion is correct shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof, and (2) until such matter is resolved by Arbitration, such New Cost (to the extent such budget or amendment thereto or Condominium Special Assessment allocates such cost to the applicable Cost Control Category) shall not be incurred and, if applicable, such Condominium Special Assessment shall not be assessed; provided, however, that, no General Common Charge Obligor shall have the right to dispute the allocation of a New Cost to a Cost Control Category unless an Arbitration disputing such allocation is commenced within thirty (30) days after the applicable Cost Control Category budget or amendment is approved or notice by the Condominium Board of the applicable Condominium Special Assessment is given. As used herein, "New Cost" shall mean a particular type of cost (other than reserves) that was not allocated to the applicable Cost Control Category in any prior Budget.

(viii) If a General Common Expense relates to more than one Cost Control Category, the method of allocation thereof to each applicable Cost Control Category must be approved by the requisite Budget Interest Vote for each such Cost Control Category. Notwithstanding any other provision hereof, including the other provisions of this Section 6.1.1(f), all decisions with respect to the budget of any Cost Control Category and any Condominium Special Assessments with respect to such Cost Control Category, and (subject to the provisions of Article 8 hereof) the making of any Alterations to the General Common Elements funded or covered by such Cost Control Category must be approved by Majority Budget Interest Vote of such Cost Control Category.

(ix) Unless there is a Unanimous Budget Interest Vote to the contrary, each Cost Control Category budget shall include a "contingency/miscellaneous expenses" line item in an amount equal to five percent (5%) of all other line items in such Cost Control Category. In addition, by Majority Budget Interest Vote (subject to clause (vi) of this Section 6.1.1(f)), a Cost Control Category budget may include a line item for reserves.

(x) The Condominium Board shall cause the General Common Elements to be operated consistent with each Cost Control Category budget in the Budget; provided, however, that in all events the Condominium Board shall have the right, and shall be obligated, to incur expenditures (x) as necessary or appropriate in connection with Emergencies and (y) for Mandatory Costs. Supplementing the preceding sentence, (1) subject to the proviso clause of the preceding sentence, the Condominium Board shall not, for any calendar year, incur or permit to be incurred General Common Expenses with respect to any Cost Control Category in excess of the amount budgeted therefor in the applicable Budget; (2) so long as the applicable obligations of the Condominium Board are complied with, General Common Expenses incurred in a calendar year with respect to any Cost Control Category may be less than the amount budgeted therefor in the applicable Budget and (3) savings realized in one line item within a Cost Control Category budget may be applied to other line items in such Cost Control Category budget, but not to line items in other Cost Control Category budgets. If, during the course of any calendar year, there are unanticipated Mandatory Costs or Emergency expenditures, the applicable Cost Control Category budget or budgets shall be appropriately amended.

(g) Interim Operating Statement; Payment of General Common Charges.

(i) The Condominium Board shall furnish to each General Common Charge Obligor, by no later than the

later to occur of: (a) thirty (30) days prior to the commencement of each calendar year (or, in the case of the year in which the Declaration is recorded, by the date of such recording) or (b) fifteen (15) days after the adoption of a Budget or amended Budget, a statement of the Condominium Board's reasonable estimate (subject to adjustment as provided in the Condominium Documents) of the amount of the General Common Charges payable by each such Person for such calendar year (or partial year, if applicable) (each such statement, an "Interim Operating Statement") which statement shall present such charges and reserves shown allocated to each Cost Control Category together with such other reasonable detail and/or annotation as may be appropriate. If the Condominium Board adopts a revised Budget during the course of a calendar year, it shall issue an amended Interim Operating Statement to each such Person, as appropriate, without making any adjustments to take into account the time value of money. For the period covered by the Initial Budget, each General Common Charge Obligor shall pay to the Condominium Board (or as the Condominium Board directs), by no later than the tenth (10th) day of each month, in equal monthly installments in advance, the amount of the Condominium Board's estimate of the General Common Charges payable by each such Person, as shown on the Interim Operating Statement (or an appropriate adjusted amount (without any adjustment to take into account the time value of money) if there is an amendment to the Initial Budget). For each calendar year following the period covered by the Initial Budget, each General Common Charge Obligor shall pay to the Condominium Board (or as the Condominium Board directs), by no later than the tenth (10th) day of each month, an amount equal to one-twelfth (1/12th) of the Condominium Board's estimate of the General Common Charges payable by each such Person, as shown on the Interim Operating Statement for such calendar year (or an appropriate adjusted amount (without any adjustment to take into account the time value of money) if there is an amendment to the Budget for such calendar year).

(ii) If the Condominium Board shall not furnish an Interim Operating Statement for any calendar year prior to the commencement thereof, then: (a) until such Interim Operating Statement is furnished, each General Common Charge Obligor shall pay to the Condominium Board by no later than the tenth (10th) day of each month, an amount equal to the monthly sum payable to the Condominium Board by each such Person for the last month of the preceding calendar year or partial calendar year (excluding any portion of such prior monthly payment that relates to a Condominium Special Assessment previously explicitly stated as not continuing beyond such prior period); (b) promptly after the Interim Operating Statement is furnished or together therewith, the Condominium Board shall notify each General Common Charge Obligor whether the installments previously made for the applicable calendar year were greater or less than the installments required to be made by each such Person for such calendar year in accordance with such Interim Operating Statement; and (y) if there shall be a deficiency, each applicable General Common Charge Obligor shall pay the amount of such deficiency within thirty (30) days after receipt of such notification; or (z) if there shall have been an overpayment, the Condominium Board shall credit such amount against the next payments to be made by the General Common Charge Obligor; provided, however, that if the amount of such credit exceeds the amount of the next installment due, the amount of such excess shall be paid by the Condominium Board to such General Common Charge Obligor within ten (10) days after the application of such credit; and (c) by no later than the tenth (10th) day of the month following the month in which the Interim Operating Statement is furnished to each General Common Charge Obligor, and monthly thereafter until a new Interim Operating Statement is furnished, each General Common Charge Obligor shall pay to the Condominium Board an amount equal to one-twelfth (1/12th) of such General Common Charge Obligor's allocable share of General Common Charges for such full calendar year, as shown on the Interim Operating Statement (or an appropriate adjusted amount if there is an amendment to the Budget for such calendar year).

(h) Final Operating Statement; Year-End Reconciliation. (i) Not later than ninety (90) days after the end of each calendar year, the Condominium Board shall furnish to each General Common Charge Obligor an operating statement for such calendar year, which statement shall: (1) set forth the computation of the actual aggregate General Common Expenses, and reserves, allocable

to each such General Common Charge Obligor for such calendar year; (2) state the payments made by each such General Common Charge Obligor on account thereof; and (3) set forth, in comparative form, the corresponding figures for the previous calendar year, if any (any such statement, a "Final Operating Statement") which statement shall present such expenses and reserves shown allocated to each Cost Control Category together with such other reasonable detail and/or annotation as may be appropriate. Each such Final Operating Statement shall be prepared in accordance with generally accepted accounting principles. In addition, such Final Operating Statement shall be accompanied by an audit, report and opinion of an independent firm of certified public accountants, which such audit, report and opinion shall be prepared in accordance with generally accepted auditing standards relating to reporting, subject to the general exceptions usually taken with respect to such audits, reports and opinions and shall include an audit, report and opinion with respect to the allocation of all General Common Expenses to each Cost Control Category and the allocations among the General Common Charge Obligors within each Cost Control Category. At the request of a General Common Charge Obligor, the Condominium Board shall provide copies of invoices and such other information reasonably required to enable such Person to confirm any or all items included in the General Common Expenses allocated to it and to the other General Common Charge Obligors.

(ii) If a Final Operating Statement shall show a deficiency between the sums paid by a General Common Charge Obligor for the calendar year in question and such General Common Charge Obligor's allocable share of General Common Expenses (together with any reserves) for such calendar year, then the General Common Charge Obligor shall pay to the Condominium Board the amount of such deficiency within thirty (30) days after receipt of such Final Operating Statement; or if the Final Operating Statement shows that there has been an overpayment, the Condominium Board shall credit such amount against the next payment of General Common Charges to be made by the General Common Charge Obligor to the Condominium Board; provided, however, that if the amount of such credit exceeds the amount of the next such installment due, the amount of such excess shall be paid by the Condominium Board to such General Common Charge Obligor within ten (10) days after the application of such credit. The obligations of the Condominium Board and each General Common Charge Obligor with respect to any deficiency or overpayment hereinabove described shall survive the termination of the Condominium.

(i) Failure to Deliver a Statement Not Prejudicial. The Condominium Board's failure to render any statement hereunder with respect to any period shall not prejudice the Condominium Board's right to thereafter render any statement with respect thereto or the right of any General Common Charge Obligor to require and be furnished with same.

(j) No Right to Opt-Out. There shall be no right of a General Common Charge Obligor or a Unit Owner to reduce its General Common Charges by opting out of any services or waiving any benefits provided by the Condominium Board. Notwithstanding the foregoing, if the Tower Board is performing or causing to be performed any services within the Tower Building or Tower Limited Common Elements which are paid for through a Tower Cost Control Category which includes more than a 0% allocation to the Retail Unit Owner, if the Retail Unit Owner can engage a service provider (in each case, the "Replacement Service Provider") to provide the same services for materially lower cost than the amount then being paid by the Tower Board for such service, then if feasible without materially interfering with the operations of the Tower Building or the service providers working therein (as reasonably determined by the Tower Board), the Retail Unit Owner may opt out of such services otherwise to be provided by the Tower Board and engage the Replacement Service Provider to perform the same, provided such Replacement Service Provider shall at all times cooperate and coordinate with the Tower Board and its service providers in connection therewith. If as a result of such opt-out by the Retail Unit, the cost to the Tower Section would include any additional incremental costs or fees, and the Retail Unit Owner is able to provide for its existing service provider to perform the same service for the

Tower Section at a lower cost than the Tower Board's existing contract, than the Retail Unit Owner shall not be responsible for any additional costs if the Tower Board does not elect to proceed with the Retail Unit Owner's service provider (provided, however, if the Retail Unit Owner does not offer or provide such lower cost service provider, it shall pay any incremental costs or fees associated with such opt-out). Nothing contained herein shall be deemed to require any Unit Owner to retain any services provider to perform any services directly to the account of such Unit Owner (including without limitation the cleaning and servicing for the applicable Unit), except to the extent the same is required to operate any of the Building Systems in accordance with the Project Standard (e.g., fire alarm systems, Class E systems, etc.).

(k) Special Assessments. In addition to the Condominium Board's right and duty to determine and fix the amount of and assess General Common Charges, the Condominium Board shall have the right to levy special assessments (each, a "Condominium Special Assessment") against the General Common Charge Obligor to meet General Common Expenses (or a prior period's deficit). Unless otherwise expressly provided in the Condominium Documents, any Condominium Special Assessment shall be due and payable by the General Common Charge Obligor within fifteen (15) Business Days after notice of such Condominium Special Assessment is given to the General Common Charge Obligor by the Condominium Board. The Condominium Board shall have all rights and remedies for the collection of Condominium Special Assessments as are provided herein for the collection of General Common Charges. Condominium Special Assessments, as and when imposed by the Condominium Board, shall be determined, consistent with the purpose and intended use of the proceeds of the same, on a Cost Control Category by Cost Control Category basis and adopted in each case by a Budget Interest Vote (such vote requiring the same percentage for approval as would have been required had the amount of the proposed Condominium Special Assessment been budgeted), subject, however, to the provisions of Section 6.1.1(f)(vii) hereof. The adoption by the Condominium Board of a Condominium Special Assessment and the allocation(s) thereof to one or more Cost Control Categories in accordance with the preceding sentence shall be binding on the Condominium Board in its use of such funds, and the Condominium Board shall allocate the same among the General Common Charge Obligor in accordance with the methodology for allocating General Common Charges within the applicable Cost Control Categories of the Budget.

(l) Delinquency Statements. No later than the eleventh (11th) day of each calendar month, the Condominium Board shall send, to any General Common Charge Obligor which is more than ten (10) days past due with respect to the payment of any General Common Charges or Condominium Special Assessments (and to each of its Registered Mortgagees that has given an RM Notice), a notice setting forth the amount of all such delinquencies and all interest accrued thereon pursuant to the provisions hereof.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Tower Limited Common Elements appurtenant to the Tower Section and the business and affairs of such Tower Section ("Tower Common Expenses") shall be determined (subject to maintaining Project Standards) (and incurred and paid) by the Tower Board, and borne by the applicable Tower Unit Owners (or, as applicable, the Retail Unit Owner, as more particularly provided in the Tower Allocation Schedule) in the manner determined by the Tower Board, but in all events in accordance with the Tower By-Laws. The Tower Allocation Schedule shall separate the Tower Common Expenses on a cost control category basis (each a "Tower Cost Control Category"). As more particularly provided in Tower By-Laws, the Tower Board has adopted an initial budget ("Initial Tower Budget"). The estimated Initial Tower Budget shall be allocated consistently with the Tower Allocation Schedule, provided, however, the timing thereof may be adjusted to reflect the actual timing of the implementation of the Initial Tower Budget as more particularly set forth herein. The Initial Tower Budget shall be phased-in as the Tower



Section becomes operational and as costs set forth in such Tower Budget begin to be incurred by the Tower Board, or its manager. It is anticipated (but subject to adjustment in timing of such phase-in and actual costs) that expenses will be phased in substantially in the manner provided in the "Phase-In Tower Budget Expenses". The Tower Board shall be the sole holder of any lien for unpaid Tower Common Charges or Tower Special Assessments that may be allocated to and/or assessed against Tower Unit Owners, subject to Sections 13.6.2 and 6.1.5 hereof. The Retail Unit Owner may be obligated to pay certain Tower Common Expenses, which shall be assessed by the Tower Board in accordance with the Tower Allocation Schedule attached to the Tower By-Laws as Exhibit 2 (the "Tower Allocation Schedule") (which Tower Allocation Schedule shall only be modified in accordance with clause (9) of Section 2.2.2 of the Tower By-Laws) and collected by the Condominium Board as agent for the Tower Board as a General Common Charge pursuant to the provisions of Section 6.1 at such time or times (but not more frequently than monthly) as provided in the Allocation Schedule, and the Condominium Board shall promptly remit any such payments to the Tower Board.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Exclusive Terraces appurtenant to a Unit shall be determined (subject to compliance with the obligations set forth in Section 6.2.4 hereof) and incurred and paid, by the owner of such Unit and shall be borne solely by such Unit Owner; provided, however, (a) any structural or capital Repairs of or to the Exclusive Terraces and (b) any other Repairs to an Exclusive Terrace to the extent arising from the BMU or in connection with similar maintenance activities undertaken by the Tower Board shall in each case be made by the Tower Board and costs of the same shall constitute a Tower Common Expense (as defined in the Condominium By-Laws) and be allocated as shown on the Tower Allocation Schedule within the applicable Tower Cost Control Category.

6.1.4 Rents and Profits from Common Elements and Other Spaces. (a) Except as may otherwise be provided in these Condominium Documents, all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included: (i) in any General Common Element, subject to the provisions of Section 6.1.4(b) hereof and Section 5.4 of the Declaration, shall be collected by the Condominium Board, as agent for and on behalf of the General Common Charge Obligors, and applied against General Common Expenses next arising, except as otherwise expressly provided herein, to the Unit Owners in proportion to each Unit Owner's Common Interest; (ii) in any Exclusive Terrace appurtenant to a Unit, shall be collected and retained by the Unit Owner to whose Unit such Exclusive Terrace is appurtenant; and (iii) in any Tower Limited Common Element appurtenant to the Tower Section, shall be collected and retained by the Tower Board (provided, however, that the Tower By-Laws may provide for the allocation of same to one or more particular Tower Unit Owners). Notwithstanding any provision contained in these Condominium By-Laws or in the Declaration to the contrary, in no event shall any such rent, profit or revenue be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space except with respect to the exercise of the Retail Sponsorship Rights as provided in Section 6.1.4(c) hereof (which will be retained by the Retail Unit Owner or its designee) or with respect to any visual merchandising displayed on the Retail Building by the Retail Unit Owner or its Occupants. Except as expressly provided herein, the rental or use of Common Elements and the Units (other than the Time Warner Unit) shall be subject to the Non-Competition Requirements.

(b) Notwithstanding anything otherwise contained in this Section 6.1.4 or otherwise: (i) the rental or use of any and all of a Roof Telecom Platform and all rents, profits and revenues, if any, derived therefrom shall be collected by, and shall constitute the property of, the Unit Owner entitled hereunder or under the Declaration to erect such Roof Telecom Platform; and (ii) the rental or use of any and all Exclusive Terraces and all rents, profits and revenues, if any, derived

therefrom shall be collected by, and shall constitute the property of, the Unit Owner(s) entitled, in accordance with the Declaration and Condominium, to use the same.

(c) Notwithstanding anything otherwise contained in this Section 6.1.4 or otherwise; all rents, profits, fees and/or revenues derived from any Sponsorship Items or the Retail Unit Owner's exercise of the Retail Sponsorship Rights shall be collected by, and shall constitute the property of, the Retail Unit Owner.

(d) The foregoing provisions of this Section 6.1.4 are not intended to and shall not prevent a Unit Owner or the Tower Board from entering into an agreement with any Person pursuant to which such other Person shall be granted by the Unit Owner in question rights with respect to the use of and benefits (including, without limitation, revenues) from such granting Unit Owner's Unit or with respect to the Tower Board, the Tower Section, as the case may be.

6.1.5 The RHY Unit Owner, whether as a direct party to or the beneficial owner of the RHY Unit, pursuant to an agency lease entered into with the New York City Industrial Development Agency (the "IDA") that demises the RHY Unit from time to time (the "IDA Agency Lease") shall be responsible for the payment of the Daily Non-Qualified ZSF Amount as defined in the IDA Agency Lease (i.e., an amount up to the amount of actual property taxes due for the Unit(s) demised by the IDA Agency Lease in lieu of the PILOT Amount (as defined in the IDA Agency Lease)) for 11,623 of zoning square feet, which amount is in excess of the maximum amount of zoning square footage eligible for payments in lieu of taxes under the IDA Agency Lease. For the term of the IDA Agency Lease, no later than ten (10) days prior to the date that the Tower Board finalizes the Tower Budget for any fiscal year, RHY Unit Owner shall submit a calculation setting forth the difference (or estimated difference) for the forthcoming fiscal year between the Daily Non-Qualified ZSF Amount and the PILOT Amount that would have otherwise been due for the Tower Building if there had been no Daily Non-Qualified ZSF Amount (the "PILOT Overage"), and the Tower Board shall include such calculation as a reserve (the "PILOT Reserve") line item for such forthcoming fiscal year, such that reserve funds are available in advance of the PILOT Overage payment by RHY Unit Owner. The Tower Board shall hold the PILOT Reserve in a segregated account for the benefit of RHY Unit Owner. Upon receipt of a PILOT bill, RHY Unit Owner shall submit a requisition to the Tower Board along with the applicable PILOT bill to withdraw the amount of PILOT Overage Reimbursement (as defined herein) from the PILOT Reserve, which requisition shall be immediately payable to the RHY Unit Owner. In the event there are insufficient funds in the PILOT Reserve to fund any requisition for the PILOT Overage Reimbursement, the Tower Board shall pay the PILOT Overage Reimbursement from other available funds. To the extent any amount of PILOT Overage Reimbursement still remains unpaid, then the Tower Board shall make a Tower Special Assessment for payment of the deficit in PILOT Overage Reimbursement to RHY Unit Owner against the Tower Unit Owners (other than the RHY Unit Owner) in proportion to each such Tower Unit Owner's Common Interest as a share of the total Common Interest. For the avoidance of doubt, any Daily Non-Qualified ZSF Amount paid by any other Unit Owner under their respective Severed Agency Lease or any Daily Non-Qualified ZSF Amount due by RHY Unit Owner attributable to more than 11,623 of zoning square feet shall not be a Mandatory Cost and payment thereof shall be the sole responsibility of the applicable Unit Owner under its Severed Agency Lease. The Tower Board is obligated to take any and all commercially reasonable actions in order to enforce each Tower Unit Owner's obligation to pay its proportionate share of the PILOT Overage Reimbursement, including exercising its board lien right. In the event a Tower Unit Owner still fails to pay its proportionate PILOT Overage Reimbursement, the RHY Unit Owner, following notice to the Tower Board and providing the Tower Board a five (5) day opportunity to cure, shall have the right to exercise the Tower Board's statutory lien right in the name of the Tower Board against a defaulting Tower Unit Owner in the amount of such defaulting Tower Unit Owner's proportionate PILOT Overage Reimbursement. Such lien set forth in this Section 6.1.5 hereof shall have priority over the Condominium Board's Lien and Tower Board's Lien in respect of unpaid

Common Charges by such defaulting Tower Unit Owner. As used herein, the “PILOT Overage Reimbursement” refers to the amount of PILOT Overage paid by RHY Unit Owner less the proportionate share of PILOT Overage based on RHY Unit’s Common Interest, which difference shall be reimbursed to RHY Unit Owner by the Tower Board, as more particularly forth herein. Such PILOT Overage Reimbursement shall be treated as a Mandatory Cost under Section 6.1.1(f)(vi)(B) of the Tower By-Laws payable by the Tower Unit Owners, other than RHY Unit Owner, in proportion to each such Tower Unit Owner’s Common Interest as a share of the total Common Interest. This provision may not be amended without the consent of RHY Unit Owner or its successor as the owner of the RHY Unit.

6.1.6 In the event that the Time Warner Unit Owner builds out the future infill space in the Time Warner Unit referenced in Section 6.2.2 of the Declaration and the Time Warner Unit is assessed by the IDA for the payment of the Daily Non-Qualified ZSF Amount as defined in the IDA Agency Lease for up to 16,293 of zoning square feet with respect to such future infill work, then the Time Warner Unit Owner shall be entitled to reimbursement for the payment of the Daily Non-Qualified ZSF Amount only with respect to such future infill work zoning square footage in a similar manner to the PILOT Overage Reimbursement to the RHY Unit Owner set forth in Section 6.1.5 of these Condominium By-Laws, such that the reimbursement amount shall be allocated by the Tower Board among all Tower Unit Owners (including the Time Warner Unit Owner) by Tower Common Interest. For the avoidance of doubt, any Daily Non-Qualified ZSF Amount paid by any other Unit Owner under their respective Severed Agency Lease or any Daily Non-Qualified ZSF Amount due by Time Warner Unit Owner for any other reason shall not be reimbursable and payment thereof shall be the sole and exclusive responsibility of the applicable Unit Owner under its Severed Agency Lease.

## 6.2 Maintenance Obligations; Costs of Same.

6.2.1 General. Except as otherwise provided in the Declaration or these Condominium By-Laws (including, without limitation, Section 6.2.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to plumbing, heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances:

(a) in or of any Unit (but excluding any Common Elements that may be included therein, other than Exclusive Terraces to the extent the same are the responsibility of the Unit Owner as provided herein) shall be made or performed by such Unit Owner at its sole cost and expense, but in all events in accordance with Project Standards;

(b) in or of any Tower Limited Common Element (including, without limitation, the Tower Building Systems, but subject to the limitations set forth Section 6.2.2(d) and Section 8.3 hereof with respect to Exclusive Terraces) shall be made or performed by the Tower Board and at the sole cost and expense of the Tower Unit Owners within the Tower Section as is provided for, described and allocated within the Tower By-Laws (subject to any allocation to the Retail Unit Owner pursuant to the Tower Allocation Schedule), but in all events in accordance with Project Standards; and

(c) in or of the General Common Elements (including, without limitation, General Common Building Systems, but subject to the limitations set forth in Section 6.2.1(a), Section 6.2.1(b), Section 6.2.2(b) hereof with respect to window cleaning and Section 6.2.2(j) hereof with respect to sidewalks) shall be made or performed by the Condominium Board in accordance with Project Standards, and the cost and expense thereof shall be charged as a General Common Expense (subject to, without limitation, the Allocation Schedule) to the General Common Charge Obligors, as and in the manner provided in these Condominium By-Laws.

6.2.2 Exceptions. Notwithstanding the provisions of Section 6.2.1:

(a) Negligence; Fault. In the event and to the extent that any operation, care, upkeep, maintenance, Repair and Alteration, painting and decorating, whether structural or non-structural, ordinary or extraordinary (collectively, any "Necessary Work"), is required to be made or performed, or any increase in insurance premiums is required to be paid, with respect to the General Common Elements or Exclusive Terraces (including, without limitation, Roofs and Building Systems) as a result of the negligence, misuse (as defined below), neglect or abuse of: (i) any Unit Owner or its Occupants or Permittees, the entire cost thereof (the "Resulting Cost") shall be borne entirely by such Unit Owner; (ii) the Condominium Board or its Permittees, the Resulting Cost shall be charged to the General Common Charge Obligors as a General Common Expense and allocated in accordance with the Cost Control Category applicable to such work; (iii) the Tower Board or any Sub-Board or its Occupants or Permittees, the Resulting Cost shall be borne by the Tower Board or such Sub-Board (but the Tower Board may for its own purpose allocate such cost to one or more Tower Unit Owners or Unit Owners part of such other Sub-Group if such cost is attributable to such Unit Owner(s), or as otherwise provided in the applicable By-Laws); except, with respect to all of the foregoing in each case, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of these Condominium By-Laws or the Tower By-Laws or other Sub-By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages. As used in the first sentence of this Section 6.2.2(a), "misuse" shall include, with respect to the Roofs (which shall not include the Terraces or the Ob Deck Thrill Feature), any use as a terrace or recreation area, provided that (1) subject to clause (2) of this sentence, to the extent any Necessary Work as a result of such use would, absent such use, have been required at a later date, the Resulting Cost thereof shall be deemed to be equal to the amount by which the cost of such Necessary Work exceeds the present value, as of the date such Necessary Work begins and using a discount rate equal to the Prime Rate (as of such date) plus two percent (2%), of the cost of such Necessary Work if such use had not taken place and therefore the Necessary Work will not be performed until a later date and (2) to the extent the expected useful life of any such Roof (including any replacement thereof), taking into account its use as a terrace or recreation area but also taking into account its manner of construction, is not less than the expected useful life of the other Roofs, the Resulting Cost with respect to any replacement of any such Roof shall be deemed to be zero.

(b) Cleaning of Windows. The exterior glass surfaces of all exterior windows (i) on the exterior portions of the Retail Building shall be washed, cleaned and Repaired by the Retail Unit Owner at its sole cost and expenses; and (ii) on the exterior portions of the Tower Building shall be washed, cleaned and Repaired by the Tower Board in accordance with (and the cost thereof allocated in accordance with) the Tower By-Laws. Each Unit Owner shall at its sole expense cause the interior side of its exterior windows to be cleaned at least two (2) times each year, or such greater number of times as such Unit Owner may determine in its discretion (or, with respect to the Tower Units, as otherwise required by the Tower Board).

(c) Replacement of Windows. Any replacement of glass windows in a Unit, to the extent the same constitutes part of the General Common Elements, because of breakage or otherwise, shall be made by the Condominium Board, and charged to the General Common Charge Obligors as a General Common Expense, on an allocated basis (as provided in the Allocation Schedule), unless such breakage is caused by or attributable to the negligence, misuse or abuse of a Unit Owner or its Occupants or Permittees, in which event such replacement of glass windows shall be made by the Condominium Board and the cost thereof shall be allocated to such Unit Owner.

(d) Exclusive Terraces. Subject to Section 6.2.2(a) and Article 8 hereof and Section 7.4.3 and Article 15 of the Declaration, all operation (including the cost of any utilities), care, upkeep, maintenance, Repairs (subject to the next sentence), Alterations, painting and decorating of Exclusive Terraces, shall be made by the applicable Unit Owners having the sole exclusive use of such areas (as provided in Article 15 of the Declaration) at its/their sole cost and expense in the condition and otherwise in the manner consistent with the Project Standards. Subject to Sections 6.2.2(a) and 8.3 hereof and Section 7.4.3 and Article 15 of the Declaration, (i) any structural or capital Repairs of or to the Exclusive Terraces and (ii) any other Repairs to an Exclusive Terrace to the extent arising from the BMU or in connection with similar maintenance activities undertaken by the Tower Board shall in each case be made by the Tower Board and costs of the same shall constitute a Tower Common Expense and allocated as shown on the Tower Allocation Schedule within the applicable Tower Cost Control Category.

(e) Roofs; Roof Telecom Platforms; Satellites. The operation, care, upkeep, maintenance, Repair and Alteration, whether structural or non-structural, or ordinary or extraordinary, of any Roof Telecom Platform and any antennae, satellite dishes, broadcasting or other communication equipment therein (collectively, "Satellite Equipment") pursuant to Section 15.10 (and with respect to the Time Warner Unit, 15.12) of the Declaration (the physical portions of which shall be considered part of the applicable Unit Owner's Unit) shall be the obligation of, and the expense thereof shall be borne by, the applicable Unit Owner. Additionally, if the Time Warner Unit Owner exercises its rights under Article 15 of the Declaration to install and erect Satellite Equipment on the TW Mechanical Terrace, then the operation, care, upkeep, maintenance, Repair and Alteration, whether structural or non-structural, or ordinary or extraordinary, of any such Satellite Equipment, shall be the obligation of, and the expense thereof shall be borne by, the Time Warner Unit Owner. Under no circumstances shall any Satellite Equipment be used, installed or placed in such a manner which would result in radiation or emissions in excess of any applicable Laws. In the event and to the extent that any operation, care, upkeep, maintenance, Repair or Alteration is required to be made or performed, or any increase in insurance premiums is required to be paid, with respect to the Roofs and Building Systems as a result of the installation, use and maintenance of any Roof Telecom Platform or Satellite Equipment, the entire cost thereof shall be borne by the applicable Unit. The Tower Board shall promptly forward to each Tower Unit Owner a copy of any notice given to the Tower Board pursuant to Section 15.10.1, 15.10.2 or 15.10.3 of the Declaration).

(f) Elevator Shaft Wall Surfaces. Each General Common Charge Obligor shall have the right, in its sole discretion, to perform or cause to be performed finishing and furring work on the exterior surfaces of the walls surrounding any elevator shafts that are adjacent to its Unit; provided, however, that any General Common Charge Obligor that performs or causes to be performed any such work shall be responsible for all costs in connection with such furring and finishing and the maintenance thereof and shall also pay, as and when incurred and as General Common Charges, any and all increased insurance premiums and maintenance costs (including costs required to comply with Laws) with respect to any of the General Common Elements that are caused by or attributable to such furring and finishing or the maintenance thereof.

(g) Security. The Condominium Board shall provide security on a Building-wide basis for the common areas of the Building (including, without limitation, for the Roofs, "back of house" areas, and access to service or freight elevators constituting General Common Elements), and the cost thereof shall be a General Common Expense borne by the Unit Owners as set forth on the Allocation Schedule. The Tower Board shall be responsible for providing security for the Tower A Loading Dock and the Retail Unit Owner shall be responsible for providing security for the Retail Loading Dock. If any Unit Owner, the Tower Board or other Sub-Board requires additional security services, it shall so notify the Condominium Board in writing, and the cost thereof shall be borne entirely by such Unit Owner, Tower Board or other Sub-Board. Without limiting the obligations of the Unit Owner under Section 8.8.4

of the Declaration, each of the Tower Units shall adopt security protocols from time to time with respect to security of its Unit in accordance with the Project Standard. Subject to the provisions of Sections 8.7.2, 14.2.1, 15.15.1 and 15.21 of the Declaration, the Condominium Board has adopted reasonable rules and regulations with respect to security of common areas of the Building, which may be amended, restated, replaced, supplemented or otherwise modified from time to time, provided that no such rules and regulations shall interfere with free access to the Retail Unit or the Ob Deck Unit or any common areas to which the Retail Unit or the Ob Deck Unit or any of their respective Occupants and/or Permittees have access, in each case taking into account the standard of operation of the Retail Unit in accordance with the Retail Standard and the standard of operation of (1) the Ob Deck Unit in accordance with the Ob Deck Standard or (2) the restaurant and bar or other food and beverage and event areas of the Ob Deck Unit in accordance with the F&B Ob Deck Standard. Such security measures shall take into account reasonable means for the Time Warner Unit Owner to restrict unauthorized access to the Time Warner Unit and Exclusive Terraces appurtenant thereto and the exclusive easements benefitting the Time Warner Unit.

(h) Scaffolding. Subject to the provisions of Section 9.5 of the Declaration, unless required pursuant to any applicable Laws or in connection with performing emergency repairs or in accordance with good construction practice it is necessary to protect persons or property, the Condominium Board, Tower Board and the Retail Unit Owner shall use reasonable efforts to avoid the erection of scaffolding, provided, however, in the event that pursuant to applicable Laws or in connection with performing emergency repairs or in accordance with good construction practice it is necessary or appropriate to protect persons or property to erect scaffolding, the Condominium Board, Tower Board or Retail Unit Owner may do so subject to the provisions of this Section 6.2.2(h) and the provisions of the Condominium Documents. Notwithstanding the foregoing, scaffolding shall not be erected between October 15 and January 15 of any calendar year, except in the event of an Emergency or as may be otherwise required by applicable Laws. The performing Board or Unit Owner shall use reasonable efforts to avoid erecting such scaffolding and/or sidewalk bridge which would obstruct any exterior signage of any Unit Owner (or its Occupants) or Board, except in the event of an Emergency or otherwise required by applicable Laws. In the event that the scaffolding and/or sidewalk bridge obstructs any such exterior signage, if permitted by applicable Laws, the performing Board or Unit Owner shall permit the affected Board or Unit Owner to place the name of its business or similar signage on the exterior of such scaffolding in a manner that conforms with the Project Standard (or, with respect to the Retail Unit, the Retail Standard). No scaffolding and/or sidewalk bridge, except as required by Law, shall interfere with access to any Unit and the Condominium Board or the Unit Owner erecting such scaffolding and/or sidewalk bridge shall make reasonable efforts to minimize inconvenience and disruption to any Unit Owner and its Occupants and Permittees. Notwithstanding the foregoing, except in case of Emergency or to the extent required by applicable Laws, (i) neither the Tower Board nor any Tower Unit Owner shall install or cause to be installed scaffolding adjacent to the Retail Building and (ii) the Retail Unit Owner shall not install or cause to be installed scaffolding adjacent to the Tower Building.

(i) Garbage Removal; Dumpsters. Without limiting Section 9.5 of the Declaration, each Unit Owner shall make its own arrangements for removal of garbage from the Units. Any dumpsters required during Alterations or other construction of any Unit (other than the initial fit-out thereof) shall be placed in areas under the control of the applicable Unit (unless agreed otherwise by the Condominium Board with respect to placement in the General Common Elements or by the Tower Board with respect to placement in the Tower Limited Common Elements).

(j) Sidewalks. To the extent not maintained by the Association, the Condominium Board shall be responsible for the maintenance, Repair, replacement and cleaning of sidewalks, planters and bollards adjacent to the Building, including, without limitation, the prompt removal of snow and ice (but specifically excluding (i) any ramps, stoops, steps or stairs from time to time leading from the sidewalk to an entrance of a Unit which shall be part of such Unit and (ii) any

sidewalk or similar area used exclusively by a Unit Owner, for which such Unit Owner shall be solely responsible to maintain, if any), and the costs thereof shall be allocated and billed by the Condominium Board to the Unit Owners in accordance with the Allocation Schedule. No Unit Owner shall use or permit to be used the sidewalk adjacent to its Unit or any other space outside of the Building other than for ingress and egress purposes. Except as provided in these Condominium Documents with respect to any Retail Sponsorship Rights and with respect to the TW Broadcast Rights granted in Section 8.6 of the Declaration, in no event shall any portion of the sidewalks or any other space outside of the Building which is part of the Property be used for commercial business activities or for the display of any promotional advertisements or items of similar nature, unless approved by the Condominium Board. No Unit Owner shall block access to or ingress or egress from the entrances to either the Tower Building or the Retail Building except in the event of an Emergency.

(k) Site Specific Easements. Each Unit Owner that has exclusive rights to a Site Specific Easement shall be responsible, at its sole cost and expense, for the Repair and maintenance of the same to the extent the Condominium is so obligated under the Site Specific Easement. Should any Unit Owner fail to so Repair and maintain the same, the Condominium Board may perform the same and bill the Unit Owner for the cost thereof as part of Common Charges.

(l) ERY FAPOA Declaration. Subject to Section 6.2.2(k) hereof, costs incurred by the Condominium Board pursuant to the ERY FAPOA Declaration (including, without limitation, Association Charges and Special Assessments) shall be allocated and billed by the Condominium Board to and shall be payable by the Unit Owners as Common Charges in accordance with the Allocation Schedule.

(m) Master Declaration. Costs incurred by the Condominium Board pursuant to the Master Declaration shall be allocated and billed by the Condominium Board to the Unit Owners in accordance with the Allocation Schedule.

(n) Building Exterior Lighting System. The Condominium Board shall be responsible for the operation, maintenance and Repair of the Building Exterior Lighting System, and the cost thereof shall be allocated and billed by the Condominium Board in accordance with the Allocation Schedule. In the event that any Unit Owner wishes to make any upgrades or changes to the Building Exterior Lighting System for the benefit of its Unit, such Unit Owner may perform the same at its own expense and in compliance with requirements for alterations set forth in the Condominium Documents to the extent applicable.

6.2.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs by any Unit Owner or Board shall be made in accordance with the provisions of Sections 8.1.4 hereof as if the references therein to Alterations were references to maintenance and Repairs. In the event that any Repairs to be made by any Unit Owner or Board would affect the structure of the Building (including, without limitation, any of the General Common Elements) or the Building Systems, the same shall be made in accordance with the then-current plans and specifications for the Building which shall be made available by the Condominium Board (with respect to the General Common Building Systems) and/or the Tower Board (with respect to the Tower Building Systems) at no cost, except that if the Unit Owner or Board making such Repairs desires to make changes from such then-current plans and specifications in respect of the structures of the Building or the Building Systems, such changes shall constitute Alterations to be made subject to the provisions of Article 8 hereof (and, in the case of a Tower Unit Owner, the provisions of the Tower By-Laws).

6.2.4 Standard of Maintenance. Each Unit (and all portions thereof), each Limited Common Element (including the Exclusive Terraces) and each General Common Element shall be kept

and maintained in such a manner as meets or exceeds Project Standards, as appropriate for such portion of the Building, by whichever of the Unit Owners or Boards is responsible for the maintenance and Repair thereof under the Condominium Documents; and each such Unit Owner, Condominium Board or other Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Unit, Limited Common Element (including the Exclusive Terraces) or General Common Element meets or exceeds Project Standards. The Project Standards (a) are also (in addition to being an appearance and condition standard) a quality standard with respect to the General Common Elements and the obligations imposed on the Condominium Board, Unit Owners and other Boards with respect thereto; and (b) the Project Standards are only a condition standard (and not an appearance standard) with respect to all "non-public" components of each Unit. As used in the preceding sentence, a "non-public" component is any component other than (i) all lobbies and (ii) all components that are visible from the street outside the Building.

6.3 Assignment of Warranties. Upon assignment to the Condominium Board and/or Tower Board, as applicable, of applicable warranties in accordance with the Member Agreements or otherwise, in respect of such assigned warranties, the Condominium Board or the Tower Board, as applicable, shall use its best commercial efforts, without representation, warranty or recourse, to enforce such Board Warranties on behalf of the applicable Unit Owners. Notwithstanding the foregoing, in the event that the Condominium Board or the Tower Board, as applicable, (i) fails to timely exercise any enforce such Board Warranties on behalf of and at the request of any Unit Owner, and the applicable Board does not take steps to enforce and begin diligently pursuing such exercise within thirty (30) days of written notice of such failure from a Unit Owner, or (ii) if after diligently efforts by the applicable Board, such efforts are unsuccessful, the affected Unit Owner shall have the non-exclusive right to pursue such enforcement or remedies against the contractors issuing such Board Warranties in the name of the Condominium Board or Tower Board, as applicable, at such Unit Owner's sole cost and expense. Nothing contained in this Section 6.3 is intended to limit any Unit Owner's rights under any of its Member Agreements. As used herein, "Board Warranties" refers to any assignable warranties with respect to any work performed by Developer pursuant to the Member Agreements other than Member Warranties (as defined in the TW Development Agreement and its equivalent under any other Development Agreement).

6.4 Cooperation. All Unit Owners and Boards shall cause their respective employees, and the-employees of their respective managing agents, in the event of an Emergency, to assist the employees of whichever of the Boards or a Unit Owner is responsible for making appropriate Repairs or implementing necessary safety measures.

6.5 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the General Common Elements, and shall be paid for, as hereinafter set forth. For purposes of this Section 6.5, a "Utility Service Area" means each Unit (together with its Exclusive Terraces, if any) and each Section (together with Limited Common Elements, if any).

6.5.1 Electricity.

(a) General. Electricity service to the Time Warner Unit and that portion of the WF Unit on Floors 21 and below will be provided by Consolidated Edison Company of New York, Inc. ("Con Ed") or another utility company or supplier designated by the Time Warner Unit Owner, with respect to the Time Warner Unit, and by the WF Unit Owner, with respect to that portion of the WF Unit on Floors 21 and below. The Time Warner Unit Owner and WF Unit Owner will each be responsible for paying directly to Con Ed or the utility supplying the electricity meter for its respective usage. Electricity service to the balance of the Building will be provided by Con Ed or another utility company/ies or



suppliers designated by the Condominium Board, provided (1) the Condominium Board and the Tower Board (with respect to the General Common Elements and the Tower Limited Common Elements, respectively) shall, (2) the Tower Board, on behalf of each of the RHY Unit Owner (with respect to the RHY Unit), the OX Unit Owner (with respect to the OX Unit), the PE 1 Unit Owner (with respect to the PE 1 Unit), the PE 2 Unit Owner (with respect to the PE 2 Unit), the WF Unit Owner (with respect to the WF Unit, other than that portion of the WF Unit on Floors 21 and below), the Ob Deck Unit Owner (with respect to the Ob Deck) and, at the election of any other Unit Owner, such other Unit Owner (with respect to its Unit), shall and (3) the Retail Unit Owner (with respect to the Retail Unit) shall, contract with Electricity Provider to furnish, arrange and/or bill the electricity supply and related utility services described in this Section 6.5.1(a), provided, that if such entity is an Affiliate of Related or Oxford Parent the rates and other charges for such electric supply and related utility services shall be comparable to the rates and other charges that would have been payable to Con Ed if the Unit Owners or any lessee thereof were purchasing such full service direct meter service for the Property from such provider directly, and will be measured through one or more direct electric meter(s) which shall each be a General Common Element and then submetered to the extent practicable for each applicable Unit, the General Common Elements and Tower Limited Common Elements (which submeters shall also be a General Common Element), and if usage cannot reasonably be metered or submetered, the allocation of usage and expenses shall be determined by a survey performed by a qualified engineering consultant or other agreement upon method. In respect of the foregoing, (A) the Condominium Board and the Tower Board (with respect to the General Common Elements and the Tower Limited Common Elements), have entered into that certain Electric Service Supply Agreement, dated as of December 11, 2015 (the "Common Elements ESA") with ERY Retail Podium LLC, an Affiliate of Related, which may be assigned by ERY Retail Podium LLC to another electricity provider which may be an Affiliate of ERY Retail Podium LLC (each of ERY Retail Podium LLC and its assignees or designees, an "Electricity Provider") and (B) the Tower Board (on behalf of the RHY Unit Owner, the OX Unit Owner, PE 1 Unit Owner, PE 2 Unit Owner, the WF Unit Owner and Ob Deck Unit Owner and, if applicable, future Unit Owners to the extent provided in this Section 6.5.1(a)) has entered into that certain Electricity Service Supply Agreement, dated as of [●], 2019 (the "Select Unit ESA").

(i) Unit Owners Billing and Payment, With respect to the Select Unit ESA, the Tower Board shall pay all invoices received from the Electricity Provider in accordance with the terms and conditions thereof. The Tower Board shall invoice each of the RHY Unit Owner (with respect to the RHY Unit), the OX Unit Owner (with respect to the OX Unit), the PE 1 Unit Owner (with respect to the PE 1 Unit), the PE 2 Unit Owner (with respect to the PE 2 Unit), the WF Unit Owner (with respect to the WF Unit, other than that portion of the WF Unit on Floors 21 and below), the Ob Deck Unit Owner (with respect to the Ob Deck Unit), and any other Unit Owner who is obtaining electricity supply in accordance with subclause (y) of this Section 6.5.1(a)(i) (with respect to its Unit) for its usage and expenses in respect of its Unit, in accordance with the submetering or allocation as provided in Section 6.5.1(a), and each such Unit Owner shall render payment within twenty-five (25) days of receipt of such invoice. Subject to applicable Law, if any such Unit Owner in good faith disputes an invoice provided in accordance with this Section 6.5.1(a)(i), such Unit Owner shall provide a written explanation of such Unit Owner's good faith basis for the dispute no later than twenty-five (25) days after the due date for amounts billed, and such Unit Owner shall pay the entire invoice (including the disputed amount) no later than the due date. Subject to applicable Laws, if any amount disputed by such Unit Owner is determined to be due to such Unit Owner, the Tower Board shall pay to such Unit Owner promptly following receipt of such amount from the Electricity Supplier, together with interest accrued at the interest rate set forth in the Select Unit ESA from the date initial payment of the disputed amount was received by the Tower Board until the date reimbursed to such Unit Owners. Without duplication of any amounts reimbursed in accordance with the immediately preceding sentence, in the event that any amount is paid by the Electricity Provider to the Tower Board in accordance with Section 6.3 of the Select Unit ESA, the Tower Board shall remit such amount to each applicable Unit Owner in proportion to the amount of electricity

supplied to such Unit Owner over the billing period giving rise to such dispute. In the event of any adjustment referred to in Section 6.4 of the Select Unit ESA (x) in the case of reimbursement of any amount billed to the Tower Board, such amount shall be remitted to each Unit Owner and (y) in the event of any additional payments by the Tower Board to the Electricity Provider, the Tower Board may invoice the amount of such additional payments to the Unit Owners, in each case in proportion to the amount of electricity supplied to such Unit Owner in the billing period giving rise to such adjustment. In cases where a submeter billed to the Condominium Board measures electricity supplying more than one Utility Service Area (and/or the General Common Elements), the cost of such electricity shall be apportioned among such Utility Service Areas (and/or the General Common Elements) by the Condominium Board based on the connected load or usage by each such Utility Service Area (and/or the General Common Elements). Charges for usage by General Common Elements and the Tower Limited Common Elements shall be allocated among Unit Owners pursuant to the Allocation Schedule or the Tower Allocation Schedule, as the case may be.

(ii) Security Deposit. In the event that ConEd or the Electricity Provider, requires the Tower Board, directly or indirectly, to provide a security deposit for its obligations under the Select Unit ESA (the "ESA Security Deposit"), each of the RHY Unit Owner (with respect to the RHY Unit), the OX Unit Owner (with respect to the OX Unit), the PE 1 Unit Owner (with respect to the PE 1 Unit), the PE 2 Unit Owner (with respect to the PE 2 Unit), and the WF Unit Owner (with respect to the WF Unit, other than that portion of the WF Unit on Floors 21 and below), the Ob Deck Unit Owner (with respect to the Ob Deck Unit), and any other Unit Owner who is obtaining electricity supply in accordance with Section 6.5.1(a)(i)(y) above (with respect to its Unit) shall, within ten (10) days after written notice from the Tower Board, remit to the Tower Board a security deposit in an amount calculated pursuant to the Tower Allocation Schedule. If Con Ed or the Electricity Provider returns all or any portion of the Security Deposit to the Tower Board, the Tower Board shall remit such returned amount to such Unit Owners in accordance with the Tower Allocation Schedule.

(iii) Each such Unit Owner acknowledges and agrees that the Electricity Provider shall act as the Tower Board's agent and the Tower Board and each such Unit Owner hereby designates the Electricity Provider as its agent with respect to the enforcement of such Unit Owner's payment obligations set forth in Section 6.5.1(a)(i) and to exercise all remedies under the Select Unit ESA, including with respect to the Security Deposit, to pay, settle or compromise bills and claims with respect to the Unit Owners in connection with services described in Section 6.5.1, and to prosecute and defend all actions or proceedings in connection with any or all claims or obligations for services described in Section 6.5.1. In the event of any overlap and conflict between the Electricity Provider's enforcement rights granted pursuant to this Section 6.5.1 and the rights of the Tower Board pursuant to the Condominium Documents, the Electricity Provider's enforcement rights shall be subordinate to the rights of the Tower Board.

(iv) Limitation of Liability; Disputes; Indemnity. Each of the RHY Unit Owner (with respect to the RHY Unit), the OX Unit Owner (with respect to the OX Unit), the PE 1 Unit Owner (with respect to the PE 1 Unit), the PE 2 Unit Owner (with respect to the PE 2 Unit), the WF Unit Owner (with respect to the WF Unit, other than that portion of the WF Unit on Floors 21 and below), the Ob Deck Unit Owner with respect to the Ob Deck and any other Unit Owner who is obtaining electricity supply in accordance with Section 6.5.1(a)(i)(y) above (with respect to its Unit) acknowledges and agrees (i) to the limitation of liability set forth in Section 8.6 of the Select Unit ESA, (ii) that any dispute arising between or among any such Unit Owner, the Tower Board and the Electricity Provider related to the services referred to in this Section 6.5.1 and/or the Select Unit ESA shall be governed by Article 11 of the Select Unit ESA, (iii) that each successor and assign of such Unit Owner shall be bound by the terms of the Select ESA with respect to the provision of the services referred to in this Section

6.5.1 as if it is a direct party thereto, and (iv) to the indemnity obligations of the Tower Board set forth in Section 10.1 of the Select Unit ESA.

(b) Standby Power. The Condominium Board and Tower Board have entered into an agreement with the Electricity Provider to provide standby electricity power to the General Common Elements and the Tower Limited Common Elements in the event of an outage of normal electricity service as provided herein. Each of the RHY Unit Owner (with respect to the RHY Unit), PE 1 Unit Owner (with respect to the PE 1 Unit), PE 2 Unit Owner (with respect to the PE 2 Unit), and WF Unit Owner (with respect to the WF Unit), and any other Unit Owner which elects to utilize standby power shall enter into separate agreements with the Electricity Provider for the provision of standby power for its respective Unit. In the event of an outage, the specific uses of the standby power by certain Units and the General Common Elements and Tower Limited Common Elements will be as set forth in the agreement(s) with the Electricity Provider. The cost of the standby power (both standby charges and usage) for the General Common Elements and the Tower Limited Common Elements will be paid by or for the Condominium Board or Tower Board, as applicable, and billed by the Condominium Board or Tower Board to the Unit Owners under the Allocation Schedule or Tower Allocation Schedule, as applicable.

6.5.2 Gas. Gas for the Building will be supplied by Con Ed or other utility company/ies or supplier(s) from time to time serving the Property and directly metered (through one or more separate direct meters) to each Utility Service Area or portion thereof requiring gas service from time to time. Each General Common Charge Obligor (or other Person) having or arranging to have gas service supplied and metered directly to all or any portion of its Utility Service Area shall pay the cost of such gas service directly to the applicable utility company or supplier and the Condominium Board shall not be obligated to pay any part of any cost required for such direct gas service.

6.5.3 Domestic Water; Sewer Rents. Domestic water and sewer services for the Building shall be supplied by The City of New York or other utility servicing the Property. Except to the extent any Unit Owner or Board is billed directly therefor by the City Collector (or its equivalent), the Condominium Board shall allocate usage of domestic water by each General Common Charge Obligor at the Condominium Board's election (in its sole discretion) either by submeter or (to the extent not submetered) by a survey performed by a qualified engineering consultant or other agreed upon method in accordance with the Allocation Schedule. Each General Common Charge Obligor shall be required to make payment therefor to the Condominium Board, which shall be responsible for paying the City or other utility supplying such services. Sewer usage will not be separately submetered and the cost thereof or rents therefor will be allocated in accordance with the cost of domestic water usage. Subject to Section 6.5.5, domestic hot water will not be provided by the Condominium and, to the extent the same is desired, each General Common Charge Obligor will be responsible at its own expense to make arrangements therefor within its Utility Service Area.

6.5.4 Chilled and Condenser Water.

(a) The portions of the RHY Unit, OX Unit, PE Units and the Ob Deck Unit located at or above the 10<sup>th</sup> floor of the Tower Building and the portions of the WF Unit at or above the 12<sup>th</sup> floor of the Tower Building, and Tower Limited Common Elements located at or above the 10<sup>th</sup> floor of the Tower Building will be serviced by separate cooling towers and condenser units (the "Tower Cooling Systems"), which shall be Tower Limited Common Elements. The costs shall be allocated among Unit Owners pursuant to the Tower Allocation Schedule.

(b) The Time Warner Unit will be serviced by a separate chilled water/condenser water unit as shown on the Floor Plans, which shall be part of the Time Warner Unit, and the cost thereof shall be the sole obligation of the Time Warner Unit Owner.

(c) The portions of the WF Unit on Floors 10 and 11 and below will be serviced by a separate chilled water plant as shown on the Floor Plans, which shall be part of the WF Unit, and the cost thereof shall be the sole obligation of the WF Unit Owner.

(d) The balance of the Tower Building (including the portions of the Ob Deck Unit located at and below the 9<sup>th</sup> floor of the Tower Building, the Common Elements in the Tower Building located at and below the 9<sup>th</sup> floor thereof (which shall include, without limitation, the General Common Element lobby areas in the Tower Building and the Floor 01 Lobby Concourse) and the entire Retail Building (including the Retail Unit and the Common Elements located in the Retail Building) will be provided chilled/condenser water exclusively from equipment located in the Retail Unit which will be owned by the Retail Unit Owner and controlled and operated by the Retail Unit Owner or its licensee or designee, and which will generate hot and chilled water (the "Auxiliary System"), which chilled/condenser water shall be distributed from the Auxiliary System through various pipes and other equipment which are a part of the applicable Unit, General Common Elements or Tower Limited Common Elements appurtenant thereto. Usage of the Auxiliary System shall be submetered, and the Condominium Board for usage by General Common Elements, and on behalf of the Unit Owners, and the Tower Board for usage by Tower Limited Common Elements, shall pay the cost thereof directly to operator of the Auxiliary System pursuant to agreements entered into between them and the operator. Amounts paid by the Condominium Board or the Tower Board will be allocated among the Unit Owners by submetered usage, to the extent applicable, and otherwise in accordance with the Allocation Schedule (with respect to the General Common Elements) and the Tower Allocation Schedule (with respect to the Tower Limited Common Elements), respectively.

#### 6.5.5 Heat and Hot Water.

(a) The RHY Unit, the OX Unit and the PE Units and the portions of the Ob Deck Unit, WF Unit and Time Warner Unit located above the 24<sup>th</sup> floor of the Tower Building, and Tower Limited Common Elements located above the 24<sup>th</sup> floor of the Tower Building will be serviced by a separate boiler serving such Unit and Common Elements, which boiler shall be a Tower Limited Common Element. To the extent practicable, the costs shall be submetered. Any usage or additional costs which are not submetered shall be allocated pursuant to the Allocation Schedule and the Tower Allocation Schedule, as applicable.

(b) The Auxiliary System will also provide hot water to the Retail Building and the Tower Building up to and including the 24<sup>th</sup> floor, and the respective Unit Owners and the Condominium Board and the Tower Board shall be required to first purchase hot water for such portions of the Building from the operator of the Auxiliary System before using hot water from the Shared Boiler System, which usage from the Auxiliary System shall be submetered, and the Condominium Board and Tower Board shall pay the cost thereof directly to operator of the Auxiliary System pursuant to agreements entered into between them and the operator; provided the cost, rates and other charges for the provision of such hot water shall be less than or equal to the cost to produce same from the Shared Boiler System. Amounts paid by the Condominium Board, for usage by General Common Elements, or the Tower Board, for usage by Tower Limited Common Elements, will be allocated among the Unit Owners in accordance with the Allocation Schedule. Unit Owners shall pay the cost of their submetered usage to the Condominium Board, and the Tower Board shall pay the cost with respect to the same to operator of the Auxiliary System.

(c) The Retail Unit, the portions of the Ob Deck Unit, the portions of the WF Unit and the Time Warner Unit located at or below the 24<sup>th</sup> floor of the Tower Building and Common Elements located in the Retail Building and Common Elements at or below the 24<sup>th</sup> floor of the Tower Building will be served by a shared boiler system (the "Shared Boiler System"), which will be a General Common Element. The Condominium Board shall purchase electricity to service the Shared Boiler System from Electricity Provider pursuant to an agreement with Electricity Provider. To the extent not submetered, the costs shall be allocated pursuant to the Allocation Schedule and the Tower Allocation Schedule, respectively.

6.5.6 Technology. The Building will contain certain Dedicated Technology Equipment and Shared Technology Equipment, all of which shall constitute General Common Elements. The Dedicated Technology Equipment and the Shared Technology Equipment will be connected to the Technology System, which will be operated by the Plaza Owner or its licensee or designee, through easements provided for in the Annex and which is intended to provide, among other things, wireless internet service, distributed antenna system for cell service and hook-ups for the Building Management System ("BMS"). Unit Owners, the Condominium Board, and the Tower Board may enter into direct agreements with the operator of the Technology System for technology services from the Technology System, and shall pay the costs thereof directly to the operator. To the extent any portion of the Technology System which is operational in the Condominium is controlled by the Condominium Board, the Condominium Board will enter into agreements with any Unit Owner wishing to connect to the Technology System to the extent such connection is available, in each case on equal and non-discriminatory terms.

6.5.7 Utilities for General Common Elements. The usage and consumption of electricity, gas, domestic water, sewer service, chilled water, steam and any other utility by, for or in respect of the General Common Elements will be separately metered or submetered to the extent practicable, and if usage cannot reasonably be metered or submetered, the allocation of usage and expenses shall be determined by a survey performed by a qualified engineering consultant or other agreement upon method and the costs and charges therefor will be allocated among the General Common Charge Obligor as a General Common Expense in accordance with the method(s) set forth in this Article 6 and the Allocation Schedule.

6.5.8 Utility Costs Payable as General Common Charges. All amounts payable to the Condominium Board by the General Common Charge Obligor in respect of utilities as set forth above shall be considered and payable as General Common Charges. The Condominium Board may require each General Common Charge Obligor to pay monthly in advance to the Condominium Board the charges reasonably estimated or anticipated as being attributable to each such General Common Charge Obligor with respect to such utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.5.9 Meter Readings.

(a) The Condominium Board may engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each General Common Charge Obligor's share of utility costs reimbursable to the Condominium Board.

(b) All such billings to General Common Charge Obligor by or on behalf of the Condominium Board with respect to metered, submetered or surveyed utilities shall be at the Building's and/or Condominium Board's cost (after applying the benefit of any bulk rate or other discounts) and without any markup; except that the allocable cost of reading the meters or submeters of

each General Common Charge Obligor may be added to the charges payable to the Condominium Board by each such General Common Charge Obligor.

6.5.10 Further Submetering. Each Unit Owner and, as applicable, each Board, shall have the right to submeter or sub-submeter or allocate, as applicable and as determined in its sole discretion, all or any portion of the utilities within its Unit or Section and, to bill or otherwise collect amounts from its Occupants or with respect thereto. Each Unit Owner shall be responsible for all costs related thereto and each Unit Owner shall indemnify and hold the Condominium Board harmless from and against any claims against the Condominium Board arising from any dispute between such Unit Owner and its Occupants or any failure by such Unit Owner or its Occupants to pay any utility charges.

6.5.11 Access. Each Unit Owner grants to each utility provider or supplier referred to in this Article 6, and each such utility provider or supplier's Affiliates, duly authorized representatives and designees, as applicable, rights-of-way, access rights, easements and licenses to the extent necessary to construct, install, operate, maintain, repair, replace and or remove any metering equipment, common assets, equipment and infrastructure necessary to perform its obligations under the applicable agreements, subject to the Access Conduct Standards.

## ARTICLE 7

### REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS

#### 7.1 Real Estate Taxes; Impositions.

7.1.1 The Retail Unit shall be responsible for the payment of Payments-in-Lieu of Real Property Taxes ("PILOT") under the Retail Agency Lease in accordance with the terms thereof. Until the Tower Units are separately assessed and billed for real estate tax purposes or for PILOT pursuant to a Severed Agency Lease, the Condominium Board will pay all real estate taxes, including BID charges, and/or PILOT with respect to the Tower Section as set forth in the Tower A Agency Lease during the term of the Tower A Agency Lease and thereafter to the Department of Finance of The City of New York (or directly to Declarant if and to the extent Declarant has paid such taxes) and allocate the cost thereof (and all refunds thereof) among all the Tower Units on the basis of their respective Tower Common Interests after first allocating to the applicable Unit Owner the full benefit of any real estate tax exemption, abatement or benefit program which, but for the absence of separate assessment for each Tower Unit, would otherwise have accrued or applied for the tax period in question for such Unit Owner's benefit. The Tower Unit Owners shall be responsible and shall pay the Condominium Board for their respective allocated shares (determined as aforesaid), which payments shall be payable as if the same were Common Charges and will be due at least ten (10) Business Days prior to the due date of such taxes. Such real estate taxes and/or PILOT will be paid by the Condominium Board in a timely manner so that no lien will be placed on the Property or on any Unit and there shall be no default under the Tower A Agency Lease. When the Tower Units have been separately assessed, each Tower Unit Owner shall thereafter pay the real estate taxes and/or PILOT assessed with respect to its Unit, and any real estate taxes and/or PILOT pre-paid by the Condominium Board in respect of the period following such separate assessment shall be appropriately adjusted. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes and/or PILOT assessed against or allocated to any other Unit(s). However, each Unit Owner shall be responsible for the Impositions payable in respect of its Unit. From and after the date of Severance (as defined in the Tower A Agency Lease) with respect to a Unit, such Unit shall enter into a Severed Agency Lease and shall be responsible for the PILOT payments due under such Severed Agency Lease.

7.2 Tax Certiorari Proceedings. The Condominium Board, on behalf of and as agent for all or any of the Unit Owners, shall commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the respective Units but only to the extent requested and authorized to do so, in writing, by the appropriate Unit Owners thereof, and provided such Unit Owners indemnify the Condominium Board and the other Unit Owners, and MTA in its capacity as Declarant, from and against all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. During the pendency of any such proceedings, all Unit Owners making such request to the Condominium Board and joining therein shall share in the costs thereof in relative proportion to their respective Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom. In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary or desirable for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

## ARTICLE 8

### ALTERATIONS; BUILDING SIGNAGE

#### 8.1 Alterations to Units and Common Elements.

##### 8.1.1 Approvals Required

(a) General. Except as may otherwise be provided in this Section 8.1, following the substantial completion of the applicable Unit Owner's Finish Work (it being understood that the applicable Member Agreement(s) shall address Alterations as part of the Unit Owner Finish Work as more particularly provided in Article 9 of the Declaration) each Unit Owner shall have the right to make or perform (which terms, for the purposes of this Section 8.1, shall also include permit, cause and suffer) Alterations in or to all or any portion of its Unit (including, without limitation, any Individual Unit Systems and Alterations to Exclusive Terraces appurtenant to such Unit) subject to Section 6.2 of the Declaration, and each Unit Owner, the Tower Board and each Sub-Board (with a right of assignment by such Board to one or more of its Unit Owner(s)) shall have the right to make or perform Alterations in or to all or any portion of its Limited Common Elements, in each case, without the vote or consent of any Board or any other Unit Owner, unless such Alterations, to more than a *de minimis* extent, impact another Unit or its Exclusive Terraces, the General Common Elements or any Limited Common Elements, or shall affect the structure, façade (other than Alterations to interior or exterior storefronts in the Retail Unit, or the in-fill of slabs in the Time Warner Unit which shall not require the approval of the Condominium Board, the Tower Board or any Sub-Board) and/or Building Systems (or access to any of the foregoing) and/or improvements on and/or within such other Unit or the General Common Elements or Limited Common Elements. Every such Alteration, throughout its performance and upon completion, shall at all times be subject to and in compliance with the Underlying Agreements, the Project Labor Agreements, all applicable Laws, Project Standards, and any other applicable provision of this Article and the Condominium Documents. The determination as to whether consent to any Alteration is required shall be made by the Condominium Board with respect to its affecting the General Common Elements or the Units, and the Tower Board with respect to its affecting the Tower Limited Common Elements (including, without limitation, the Exclusive Terraces). In connection therewith, the Unit Owner or Board performing any Alterations shall provide the Condominium Board and/or the Tower Board (as applicable)

prior written notice of any intended Alterations together with any plans and specifications therefor and/or a reasonably detailed description thereof, which the Condominium Board and/or Tower Board (as applicable) will review and advise the Board and Unit Owner as to whether they impact other Units, General Common Elements or Tower Limited Common Elements, as the case may be, and whether consent is required (in which case Section 8.1.3 hereof shall apply).

(b) Consent from Affected Unit Owners. In the event that any Alteration (whether performed by a Unit Owner or a Board) is reasonably expected to impact, by more than a *de minimis* extent, any Unit Owner, its Unit (including, without limitation, any Equipment or Individual Unit Systems located exclusively in and/or solely serving such Unit) or its Exclusive Terraces and/or improvements on and/or within such other Unit, as applicable, the prior written approval of the affected Unit Owner shall be required. Such approval of any Unit Owner may not be unreasonably withheld, conditioned or delayed, provided that in all events a party shall be deemed reasonable in withholding its consent or approval of any Alterations or Repairs if the same is reasonably anticipated to have more than a *de minimis* adverse effect on such Unit Owner. Any dispute with respect to whether such consent is required shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(c) Consent from Affected Boards. In the event that any Alteration (whether performed by a Unit Owner or a Board) would, to more than a *de minimis* extent, impact any General Common Elements or Limited Common Elements, as applicable, or shall affect the structure, façade (other than interior or exterior storefronts in the Retail Unit, which shall not require the approval of the Condominium Board, the Tower Board or any Sub-Board) and/or shared Building Systems (or access to any of the foregoing) and/or improvements on and/or within such General Common Elements or Tower Limited Common Elements, as applicable, the prior written approval of the affected Board shall be required. Such approval of any Board so affected may not be unreasonably withheld, conditioned or delayed provided that in all events such Board shall be deemed reasonable in withholding its consent or approval of any Alterations or Repairs if the same is reasonably anticipated to have more than a *de minimis* adverse effect on such party. Any dispute with respect to whether such consent is required shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(d) Alterations Impacting Floor Area. Notwithstanding any provision in the Condominium Documents to the contrary, in the event that any Alteration performed by a Unit Owner would impact the total Floor Area used in a Unit or the Building overall and/or require the filing of an "Alt-1" or similar application with the Department of Buildings, such Alteration and/or application must be coordinated in advance with the Condominium Board. In connection therewith, the Unit Owner performing such Alteration shall provide the Condominium Board prior written notice of any such intended Alteration(s) together with any plans and specifications therefor and/or a reasonably detailed description thereof, which the Condominium Board will review and advise the Unit Owner as to whether such Alteration is consistent with Sections 1.5 and 6.2 of the Declaration. In addition, no Alteration performed by any Board shall utilize any Floor Area allocated to or reserved by any Unit Owner(s) pursuant to Sections 1.5 and 6.2 of the Declaration without such Unit Owner(s) consent.

8.1.2 Approval of Plans. All requests for approval required with respect to a proposed Alteration shall include a written description of (a) the particular components of such Alteration, and/or the aspects of the performance of such Alteration, that cause the approval to be required, and (b) any encroachment onto General Common Elements, a Unit Owner's Unit or a Section that would result from such Alteration, and shall be accompanied by a set of the relevant plans and specifications for the proposed Alteration, which plans and specifications shall be subject to the review and approval of the Person(s) from whom or which approval is required under Section 8.1.1 hereof; provided, however, that if the Alteration is in the nature of a Repair and the Person proposing such Alteration utilizes either plans and specifications which were used for the original construction of the item being Repaired or which were



previously reviewed and approved by the Condominium Board or such other Person entitled to a right of approval in connection with a previous Alteration, the request for approval shall specifically so state and no further approval of such plans and specifications shall be required, to the extent that such Repair or Alteration does not exceed the scope of any such original or previously approved plans. In addition, any right of approval with respect to plans and specifications shall be limited to those portions or elements of the work reflected therein which give rise to the right of approval. (*By way of illustration only and without constituting a substantive provision of these Condominium By-Laws, if a certain portion of a Unit's mechanical Equipment would be adversely affected by an Alteration proposed by another Unit Owner and, as a result, the Unit Owner of such affected Unit has a right of approval with respect to such Alteration, such right of approval shall be limited to only those elements of the proposed Alteration and the plans and specifications therefor giving rise to the threatened adverse effect.*)

8.1.3 Approvals Given, Deemed Given, Denied or Conditioned. Any approval required pursuant to the foregoing provisions of this Section 8.1 shall be deemed given if not given or denied or conditioned within twenty (20) Business Days after an initial request therefor and three (3) Business Days following receipt of a second request therefor accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOUR APPROVAL OF THE ALTERATIONS DESCRIBED HEREIN WHICH APPROVAL IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO RESPOND WITHIN THREE BUSINESS DAYS FROM THE DATE HEREOF SHALL BE DEEMED TO CONSTITUTE YOUR APPROVAL OF SAME." Any denial or conditioning of approval with respect to an Alteration shall expressly state the grounds therefor in reasonable detail; and, to the extent the grounds relate to the proposed plans and specifications, the Person having such right of approval shall reasonably cooperate with the proponent of the Alteration in facilitating the revision of such plans and specifications so that the same may be rendered acceptable; and approvals of plans and specifications shall not be unreasonably withheld, conditioned or delayed.

8.1.4 Costs; Manner of Performing Alterations.

(a) Subject to Article 9 of the Declaration, all Alterations made by (or on behalf of) a Unit Owner or a Board other than those performed pursuant to any Member Agreement shall be performed:

(i) in accordance with approved plans and specifications, as and to the extent required;

(ii) at the sole cost and expense of the Person performing the Alterations (including, without limitation, the reasonable costs of: (x) any necessary amendment of the Declaration and the Floor Plans, if appropriate, to reflect any such Alterations; (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Condominium Board promptly after the issuance thereof and prior to the commencement of any Alterations, and with respect to which the Boards and the Unit Owners shall reasonably cooperate) and obtaining any amendment to the Certificate of Occupancy for such Unit or other portion of the Building, if necessary; and (z) any reasonable out-of-pocket architectural, engineering and legal fees incurred by the Person entitled to consent in connection with reviewing and approving the submission for approval and plans and specifications and in monitoring such Unit Owner's compliance with the provisions of the Condominium Documents);

(iii) in compliance with the Condominium Documents (including, without limitation, the provisions thereof regarding the removal of mechanics' liens and violations), the Underlying Agreements (to the extent applicable to such Alteration and such Unit), the Project Labor

Agreement (to the extent applicable), all applicable Laws (including, without limitation, those regarding licensing of contractors), and all applicable Insurance Requirements;

(iv) in a manner so as to maintain Project Standards; and in a manner which will not unreasonably interfere with, or cause any labor disturbances or stoppages in, the work of employees of the Condominium, any Unit Owner, the Boards, any Occupants or Permittees of any of the foregoing or any other contractors or subcontractors employed in the Building;

(v) using commercially reasonable efforts to minimize the extent and duration of any adverse effect of such performance on any other portion of the Building (or the use, occupancy or operation thereof);

(vi) diligently to completion;

(vii) in accordance with all safety measures as may be reasonably required by the Condominium Board (or Tower Board, as applicable) and/or its managing agent to protect the other Unit Owners and the Property from injury or damage caused by or resulting from the performance of the Alterations by such Person; and

(viii) to the extent access to all or any portion of the General Common Elements, the Tower Section or a Unit will be required, in compliance with the Access Conduct Standards.

(b) In connection with any Alterations, the performing Unit Owner or Board shall obtain all additional insurance required hereunder or as the Condominium Board shall reasonably require;

(c) If consent of the Condominium Board or the Tower Board is required for the applicable Alterations or improvement, the Condominium Board or the Tower Board (as applicable) may, require the posting of security, as determined in the Condominium Board's (or the Tower Board's, if applicable) reasonable discretion, for any Alterations to be performed by a Unit Owner on or in its Unit which could reasonably be expected to affect another Unit, the General Common Elements or the Tower Limited Common Elements or are expected to cost in excess of a threshold amount to be reasonably determined by the Condominium Board or the Tower Board (as applicable) from time to time;

(d) If a Unit Owner or Board is performing Alterations, the other Unit Owners and Boards shall cooperate in all reasonable respects to locate appropriate staging areas for materials and equipment, provided the same do not materially interfere with access to or the normal operations of any other Unit. The Unit Owner or Board performing the Alterations shall keep all affected areas outside its Unit or Section (e.g., the staging areas or adjacent sidewalks) or visible to the public in a clean, secure, safe and sightly manner. Promptly following completion of such Alterations, the Unit Owner or Board performing the Alterations shall restore any areas affected including those areas used as a staging area to a condition equal to or better than that existing prior to the commencement of such Alterations. Any damage to the Property resulting from the performance of any Alterations shall be promptly Repaired by the Unit Owner or Board performing such Alterations at such Unit Owner's or Board's expense and to a condition equal to or better than that existing prior to the occurrence of the damage.

(e) None of the Condominium Board, the Tower Board or any Sub-Board, their respective managing agents, or any Unit Owner (other than the Unit Owner, Tower Board or Sub-Board making any Alterations in or to its Unit and/or appurtenant Limited Common Elements, as the case

may be) shall incur any liability, cost or expense: (i) in connection with the preparation, execution or submission by the proponent of the Alterations in question of any applications to any Governmental Authorities; (ii) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made by the proponent of the Alterations in question; (iii) to any Person asserting any claim for personal injury or property damage arising from any Alterations made by the proponent of the Alterations in question; or (iv) arising out of the failure by the proponent of the Alterations in question to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these Condominium By-Laws, any applicable Rules and Regulations, the Underlying Agreements or the Project Labor Agreements (to the extent applicable to such Unit, Common Element or Alteration) and the provisions of any Laws or Insurance Requirements insofar as they relate to Alterations. A Unit Owner, the Tower Board or a Sub-Board making any Alteration or performing any other work described in this Section 8.1 (or pursuant to Article 9 of the Declaration) shall indemnify and hold the Boards, their managing agents, MTA in its capacity as Declarant, and all other Unit Owners harmless from and against all Costs resulting from, arising out of, or in any way connected with, any of the foregoing.

8.1.5 Any Unit Owner or Board performing an Alteration which has the potential to (x) create the risk of water damage, undue noise, odors, vibrations or similar damage or disruption to a Unit or any Common Elements, or (y) interfere with access to or disrupt or materially interfere with the ordinary course of business of any other Unit or any Common Elements, shall notify the affected Unit Owners, the Condominium Board, and, if the Tower Limited Common Elements shall be so impacted to more than a *de minimis* extent, the Tower Board, of such potential risk, disruption or interference. Without limiting any of the approval rights of any Person as provided in Section 8.1.1 hereof, the performing Unit Owner or Board shall coordinate with any such affected Unit Owners or Boards as to minimize any damage, noise, odor, vibrations, or disruption or interference with access to and use and occupancy of the affected Unit(s) and/or Common Elements, and the performing Unit Owner agrees to use commercially reasonable efforts to minimize any damage, noise, odor, vibrations, or disruption or interference with access to and use and occupancy of the affected Unit(s) and/or Common Elements.

8.1.6 Governmental Applications. Any application to any department of the City of New York or to any other Governmental Authority having jurisdiction for a permit to make a permitted Alteration in or to any Unit or Exclusive Terrace shall, if required by applicable Laws or such department or Governmental Authority, be executed by the Condominium Board, to the extent such execution is necessary, provided that the Condominium Board shall not thereby incur any liability, cost or expense in contravention of Section 8.1.4 hereof. Nothing herein shall limit or restrict any Unit Owner or Board from signing, submitting and filing any such application which it is otherwise entitled to do hereunder.

8.1.7 Disputes. In the event there is Arbitration between any Unit Owner or Board, and another Unit Owner or Board, regarding any Alteration (including, without limitation, the determination of whether any work constitutes an Alteration subject to the approval of the applicable Person), such Alteration (excluding any component thereof that such Arbitration does not relate to) shall not be performed pending resolution of such Arbitration.

8.2 Alterations to the Tower Section. The provisions set forth in Section 8.1 hereof shall, to the extent therein provided, apply to Alterations in or to the Tower Section; however, unless otherwise provided in the Tower By-Laws, the Tower Board shall have the exclusive right to make Alterations to the Tower Limited Common Elements within the Tower Section. In addition, subject in all events to Section 19.4 hereof, Alterations to the Tower Units, the Tower Limited Common Elements and/or Exclusive Terraces of the Tower Section shall be further subject to such additional terms, conditions and requirements as may be contained in the applicable Tower By-Laws from time to time or as shall be imposed by the Tower Board. In addition, to the extent access to the General Common Elements or the

Retail Unit will be required in connection with any such Alteration by a Tower Unit Owner, the same shall be in compliance with the Access Conduct Standards.

8.3 Alterations to Exclusive Terraces. Subject to Sections 6.2.2(d) and 8.1 hereof, Article 15 of the Declaration, the Person(s) having the sole exclusive use of an Exclusive Terrace (as provided in Article 15 of the Declaration) shall have the right to perform Alterations thereto. However, notwithstanding anything in Section 6.2.2(d) hereof to the contrary, in addition to the costs set forth in such Section, the applicable Unit Owner(s) performing any such Alteration shall thereafter be responsible for the entire cost of all structural or capital Repairs of or Alterations to the Altered portion of such Exclusive Terrace (provided, however, if such Repairs or Alterations are performed by the Tower Board and required because of the negligence or misuse of the owner of the Unit to which such Exclusive Terraces are appurtenant, such Unit Owner shall be responsible for the entire cost of such Alterations). No Unit Owner shall construct or perform any Alterations to any of the Exclusive Terraces which would cause the Floor Area of such Unit, including the Exclusive Terraces appurtenant to such Unit, to exceed the allocated Floor Area for such Unit as set forth in Section 6.2 of the Declaration.

8.4 Alterations to (Other) General Common Elements.

8.4.1 Cost and Approval. Alterations in or to any General Common Elements may be made only by the Condominium Board, authorized in accordance with the provisions hereof (including Article 2 and Section 8.4.3 hereof) and the cost thereof shall be charged to the General Common Charge Obligors in accordance with Article 6 hereof.

8.4.2 Without Consent of Affected Unit Owner(s) or Board(s). Notwithstanding any other provision of the Condominium Documents, to the extent that any Alteration (including Repair) of the General Common Elements is necessary to comply with Laws or Insurance Requirements, or for the health or safety (but not the general comfort or welfare) of the Unit Owners or their Occupants or Permittees or in the case of an Emergency, the Condominium Board may make and perform the same without the consent of any Unit Owner(s), the Tower Board or Sub-Board(s) that would, or whose Unit(s) or Limited Common Elements would be affected thereby.

8.4.3 Additional Requirements. The provisions of Sections 8.1.1(a), 8.1.1(b), 8.1.1(c), 8.1.1(d), 8.1.2, 8.1.3 and 8.1.4 hereof shall apply to Alterations performed by the Condominium Board, provided that clauses (i) and (ii)(z) of Sections 8.1.1(b) and 8.1.4(a) shall not apply with respect to Alterations performed by the Condominium Board pursuant to Section 8.4.2 hereof.

8.5 Signage.

8.5.1 Tower Units. No Tower Unit Owner and no Board may install, inscribe or expose any sign, notice, advertisement or illumination, illustration, art work, poster, logo, etc. (collectively, "Signage") either on or at any exterior facade window of the Tower Building, or on the exterior of the Building, unless same complies with the Signage Plan attached as Exhibit E to the Declaration and is in accordance with Laws (including, without limitation, zoning requirements), the Underlying Agreements, and Insurance Requirements. Notwithstanding the foregoing, the Initial Art Installation (or a similar replacement) in the Floor 01 Lobby Concourse and PE Unit Lobby (as described in Section 15.11 of the Declaration, which Initial Art Installation (or a similar replacement) shall be a Tower Limited Common Element, is expressly permitted in the Tower Building. In the event of any inconsistency between any specific provision of the Declaration or By-Laws on the one hand, and the Signage Plan on the other, the provisions of the Declaration and By-Laws shall in all events govern. In the event of any inconsistency between any provisions of the Declaration, these Condominium By-Laws

and/or the Signage Plan on the one hand, and any provisions of the Underlying Agreements on the other hand, the provisions of the Underlying Agreements shall govern.

8.5.2 Retail Unit. The Retail Unit Owner shall have the right to install and maintain Signage on the exterior façade of the Building in its discretion, provided the same is in accordance with Laws (including, without limitation, zoning requirements), the Underlying Agreements, and Insurance Requirements, subject to the Non-Competition Requirements for so long as the Primary Occupancy Test is met (subject to the provisions of Section 19.10 hereof).

8.5.3 Additional Signage. Any additional signs permitted under Section 93-17(a)(2) of the Zoning Resolution not shown on the Signage Plan attached as Exhibit E as it exists on the date of initial recording of the Declaration are hereby allocated to the Retail Unit. Any such additional signs shall be in accordance with Laws (including, without limitation, zoning requirements), the Underlying Agreements, and Insurance Requirements, and subject to the Non-Competition Requirements for so long as the Primary Occupancy Test is met (subject to the provisions of Section 19.10 hereof).

8.6 Sponsorship. The Retail Unit Owner and its Affiliates shall have the exclusive right to construct, install, use, operate, maintain, alter, Repair and replace from time to time (collectively, the "Retail Sponsorship Rights"), and as more particularly provided in Section 6.1.4 hereof, collect and retain all profits, cash flow and revenue from, the following (each a "Sponsorship Item" and collectively "Sponsorship Items"): (1) sponsored art, digital marquees, media walls and/or other advertising or artistic installations in the Retail Sponsorship Easement Areas and on, in and at the Retail Building, (2) way-finding technology and/or installations in the Retail Sponsorship Easement Areas and on, in and at the Retail Building (including installations in the floor, walls and/or from the ceiling), and (3) Signage permitted under Sections 8.5.2 and 8.5.3 hereof, provided the same are in compliance with applicable Laws, do not impede ingress and egress through such General Common Elements and are in keeping with the Retail Standard and the provisions of Exhibit D to the Declaration.

8.7 Windows; Interior and Exterior Glass. The interior and exterior glass surfaces of all windows located in any Unit facing the exterior of the Building shall not be colored, painted or tinted (e.g. for sun shading), provided each Unit Owner may install standard neutral colored window film on the interior of the windows (no blackout film, color film, etc.) as more particularly provided in the standards for windows set forth by the Tower Board from time to time. The foregoing restriction shall not apply to: (i) coloring, painting, tinting or illuminating such surfaces by the Retail Unit Owner; or (ii) the monochromatic darkening of the windows in the newsroom or the broadcasting studio(s) within the Time Warner Unit by the Time Warner Unit Owner or its Occupants, by applying an interior film or gel to such windows, if, in connection with broadcasting transmissions from such studio(s), darkening of the windows is required or preferred; provided in either case that such coloring, painting, tinting, illuminating or darkening complies with applicable Laws, the Underlying Agreements and the Project Standards and is consistent with the overall design of the Building. To promote a consistent appearance of the Building from outside, unless the Condominium Board shall determine otherwise by Majority Member Vote, each Unit Owner (other than the Retail Unit Owner and the Time Warner Unit Owner (with respect to the windows in the newsroom or its broadcasting studio(s)) as set forth in the immediately preceding sentence, will be required to install and maintain window treatments having a neutral colored backing on the sides facing the windows in its Unit (or appurtenant Exclusive Terraces) which face the exterior of the Building, and in the event any Unit Owner wishes to install solar shading, such Unit Owner may only install solar shades approved by the Condominium Board.

8.8 Building "Prow" Areas. Subject in all cases to all applicable Laws, Insurance Requirements, the Underlying Agreements, the Signage Plan and these Condominium Documents with respect to the "prow" portion of the Tower Building as shown on Exhibit Y to the Declaration (the

“Prow”), for so long as the Primary Occupancy Test is met, subject to the provisions of Section 19.10 hereof:

(a) Time Warner Unit Owner will be entitled to broadcast from, and install Signage and branding materials within the portions of the Prow inside the Building and visible from outside the Building from the level of the tenth floor of the Building and above.

(b) no TW Competitor Signage or branding (nor any goods or services sold by any TW Competitor) shall be placed within or on the Prow, excluding any retail directory or directional or way-finding installations; and

(c) no TW Competitor may broadcast from any interior area of the Prow.

8.9 Project Labor Agreements. In no event shall there be any agreement or commitment by the Condominium Board, the Tower Board, any Sub-Board or any Owner of a Tower Unit with any trade group or union which will affect the management or operation of any other Unit (except with the prior written consent of the applicable Unit Owner), other than the Project Labor Agreement. Further, during the term of the IDA Documents, all Unit Owners shall comply and cause any Occupants of their respective Units to comply with the terms of the Prevailing Wage Law.

## ARTICLE 9

### SUBDIVISION AND COMBINATION OF UNITS

#### 9.1 Subdivision and Combination of Units.

9.1.1 Subdivisions. Each Unit Owner may (as a “Subdividing Unit Owner”), without the consent of any Board or other Unit Owner, pursuant (and subject) to the terms of the Declaration and these Condominium By-Laws, subdivide its Unit into any desired number of Units (each, a “Subdivided Unit”; and the Unit Owner thereof, a “Subdivided Unit Owner”), including without limitation in connection with a Multiple Unit Election, provided that:

(a) any physical work performed in connection with such subdivision shall in all other respects be considered an “Alteration” subject to the provisions of Article 8 hereof;

(b) except in connection with the Initial Subdivided Office Units, only one (1) Subdivided Unit Owner, as designated in the amendment to the Declaration described in Section 9.1.1(c) hereof (the “Designated Subdivided Unit Owner”) shall have the approval and other rights (of any type) that the Unit Owner of the Unit being subdivided had under the provisions hereof and of the Declaration prior to such subdivision; provided, however, that (1) a different Designated Subdivided Unit Owner may be designated with respect to each such approval and other right; (2) if no such designation is made in such amendment, the Unit Owner of the largest Subdivided Unit resulting from the subdivision in question shall be deemed to be the Designated Subdivided Unit Owner with respect to all such approval and other rights; and (3) each Subdivided Unit Owner shall have all Inherent Rights (as defined below) with respect to its Unit (to the extent it satisfies any applicable requirement or condition with respect to any such right). Each of the RHY Unit Owner, OX Unit Owner, PE 1 Unit Owner and WF Unit Owner shall have all approval and other rights (of any type) that the Office Unit Owner had under the provisions hereof and under the Original Declaration as of the date of the initial recording of the Original Declaration (other than as agreed among the RHY Unit Owner, OX Unit Owner, PE 1 Unit Owner and WF Unit Owner and incorporated into the amendment to the Declaration described in Section 9.1.1(c)); except, for the avoidance of doubt, the vote of each such Unit Owner shall be of the Budget Interest or

Common Interest, as the case may be, applicable to such Unit Owner's Unit only, and not of all such Units. As used herein, an "Inherent Right(s)" means an approval or other right hereunder or under the Declaration that inures to the benefit of all Unit Owners, or to the benefit of all Unit Owners that satisfy a particular requirement or condition;

(c) any such Subdivided Units shall, subject to Article 17 hereof, be described in an amendment to the Declaration (which shall include, if necessary, an amendment to these Condominium By-Laws) made by the Subdividing Unit Owner, which amendment shall expressly provide that the resulting Subdivided Units are subjected to all terms and conditions of the Declaration and these Condominium By-Laws, including, without limitation, the obligations in respect of the payment of General Common Charges;

(d) except as otherwise provided in Section 9.2 hereof, the Common Interest of any Unit owned by any other Unit Owner (i.e., other than the Subdividing Unit Owner) shall not be changed by reason thereof, unless the owner(s) of such other Unit(s) shall consent thereto;

(e) all of the Subdivided Units created from time to time out of a Unit shall upon the subdivision of such Unit have, in the aggregate, the same Common Interest appurtenant to them as was appurtenant to the Unit from which they were subdivided; and

(f) the General Common Charges attributable to a Unit which has been subdivided shall be allocated by the Subdividing Unit Owner among the Subdivided Units on a Cost Control Category by Cost Control Category basis using the same methodology for the allocation of costs within each such Cost Control Category (e.g., gross square footage, actual usage, etc.) as is set forth in the Allocation Schedule, which manner(s) and initial allocation(s) (by percentage) shall be specified in the amendment(s) to the Declaration and By-Laws (including, as necessary, the Allocation Schedule), effecting such subdivision. The allocation among the Subdivided Units of the Budget Interests attributable to a Unit which has been subdivided shall be consistent with the allocation of General Common Charges that is made pursuant to the preceding sentence. The Allocation Schedule may be amended by the Subdividing Unit Owner to reallocate the budget line items in the amounts previously allocated to such Subdivided Unit without the consent of any other Unit Owner (provided no allocation to any other Unit Owner is affected by such reallocation).

(g) Without limiting the foregoing, with respect to the subdivision pursuant to a Multiple Unit Election by TWNY: (a) all Time Warner Unit Exclusive Terraces shall be for the benefit of all of the units constituted by the Time Warner Unit (without giving effect to the Multiple Unit Election) (such units, the "TW Units"), except as may be set forth in a written agreement between the owners of the TW Units (a "TW Units Agreement"); (b) the owners of all of the subdivided TW Units shall designate the owner of a TW Unit to act as the Designated TW Owner hereunder by written notice to the Condominium Board, and any approval or consent required under the Condominium Documents by the Time Warner Unit Owner shall be deemed granted only if approved or consented to by the Designated TW Owner and any such consent or approval by the Designated TW Owner on behalf of the owners of all TW Units, shall be binding upon the owners of all such TW Units, and may be relied on by the Condominium Board, Tower Board and other Unit Owners (from and after the date on which any Designated TW Owner fails to own a TW Unit, the Designated TW Owner shall be as set forth in the TW Units Agreement or as otherwise provided in an instrument executed by all owners of TW Units); (c) Designated TW Owner shall have the right to designate certain portions of the TW Units as Tower Limited Common Elements for the exclusive benefit of one or more TW Units and shall have the right to cause the Condominium Documents to be amended to effectuate the same and to allocate charges payable under the Allocation Schedule and Tower Allocation Schedule to reflect the creation of separate TW Units and allocation of charges attributable to the Time Warner Unit amongst the TW Units as set forth in

such Allocation Schedule and/or Tower Allocation Schedule; provided that the Office Units, Ob Deck Unit and Retail Unit shall not be adversely affected by such amendment in more than a *de minimis* manner (provided no allocation to the Retail Unit Owner or any other Tower Unit Owner in either the Tower Allocation Schedule or Allocation Schedule shall be changed in any manner); (d) without limiting any of the other provisions of the Condominium Documents with respect to Subdivided Unit Owners (including, without limitation Section 9.1.1(b) hereof and clause (b) of this Section 9.1.1(g) all of the Units resulting from the Multiple Unit Election shall have all Inherent Rights with respect to its Unit (to the extent it satisfies any applicable requirement or condition with respect to any such right) and (e) each of the TW Units shall be deemed "Tower Units" for purposes of the Declaration and these Condominium By-Laws and the owners thereof, "Tower Unit Owners." For the avoidance of doubt, if the TW Unit is subdivided, then if the Designator for a particular subdivided TW Unit (that has the right to appoint a Board Member of the Condominium Board pursuant to these Condominium Documents, including, without limitation, Section 9.2.1(a) hereof) is the same Person as, or an Affiliate of, a Designator for another subdivided TW Unit (that has the right to appoint a Board Member of the Condominium Board), then for so long as the Designators are the same Person or Affiliates, those subdivided TW Units will not have the right to appoint separate Board Members of the Condominium Board for each subdivided TW Unit, and must appoint a single Board Member of the Condominium Board for all such subdivided TW Units who shall (vote the entire Common Interest or Budget Interest, as the case may be, attributable to such subdivided TW Units, which designation shall be made in writing to the Condominium Board (subject to Section 2.3.2 of these Condominium By-Laws).

(h) Notwithstanding anything herein provided, in the event a Unit that is subject to a Severed Subparcel Lease is subdivided pursuant to a Multiple Unit Election or otherwise, all such Subdivided Units shall continue to remain subject to such Severed Subparcel Lease, unless removed from such lease by acquisition of fee title thereto, such that the number of Severed Subparcel Leases shall not be increased by virtue of that subdivision.

9.1.2 Combinations. Each Unit Owner may (as a "Combining Unit Owner"), without the consent of any other Person, pursuant (and subject) to the terms of the Declaration and these Condominium By-Laws, legally (whether or not physically) combine one or more Unit(s) (each, a "Component Unit"; the Unit resulting from such combination in each instance, the "Combined Unit"; and the Unit Owner thereof, a "Combined Unit Owner") owned by it, provided that:

(a) any physical work performed in connection with such combination shall in all other respects be considered an "Alteration" subject to the provisions of Article 8 hereof;

(b) the Combined Unit shall, subject to Article 17 hereof, be described in an amendment to the Declaration (which shall include, if necessary, an amendment to these Condominium By-Laws) made by the Combining Unit Owner, which amendment shall expressly provide that the resulting Combined Unit is subjected to all terms and conditions of the Declaration and these Condominium By-Laws, including, without limitation, the obligations in respect of the payment of General Common Charges;

(c) except as otherwise provided in Section 9.3 hereof, the Common Interest of any Unit owned by any other Unit Owner (i.e., other than the Combining Unit Owner) shall not be changed by reason thereof, unless the owner(s) of such other Unit(s) shall consent thereto;

(d) the Combined Unit shall have appurtenant to it the aggregate Common Interest and Budget Interests appurtenant to, and shall have allocated to it the aggregate General Common Charges allocated to, each of its Component Units, which combined Common Interest and Budget



Interests and (as may be appropriate) combined allocation of General Common Charges shall be specified in the amendment(s) to the Condominium Documents effecting such combination; and

(e) the Combined Unit Owner shall have all approval and other rights that each Combining Unit Owner had hereunder and under the Declaration prior to such combination (after taking into account the implementation of Section 9.1.1 hereof with respect to any Component Unit that was a Subdivided Unit).

## 9.2 Voting Following a Subdivision or Combination.

### 9.2.1 Condominium Board Members.

(a) If a Unit is subdivided in accordance with the Condominium Documents, the Subdivided Unit Owner of each Subdivided Unit (the owners of Units that resulted from any such subdivision are collectively referred to herein as a "Subdivided Unit Group") which consists of at least one full floor of the Building will have the right, subject to Section 9.2.1(c) hereof, as a separate "Designator", to designate a Board Member of the Condominium Board, who (if otherwise eligible to vote) shall (subject to Section 2.9.1(b) hereof) vote the entire Common Interest or Budget Interest, as the case may be, attributable to such Subdivided Unit, which designation shall be made in writing to the Condominium Board (subject to Section 2.3.2 of these Condominium By-Laws). With respect to any Subdivided Unit containing less than one full floor of the Building, such Subdivided Unit's Common Interest or Budget Interest, as the case may be, may be voted by the Subdivided Unit Group's Board Member in accordance with an agreement between the members of the applicable Subdivided Unit Group.

(b) If Units are combined in accordance with the Condominium Documents, the number of Board Members of the Condominium Board will be decreased so that the Unit Owner of such Combined Unit has the right, effective upon such combination, to designate only a single Board Member of the Condominium Board who (if otherwise eligible to vote) shall (subject to Section 2.9.1(b) hereof) vote the entire aggregated Common Interests or Budget Interests, as the case may be, attributable to such Combined Unit, which designation shall be made in writing to the Condominium Board (subject to Section 2.3.2 hereof) and upon which the Unit Owners of such Units shall constitute a single Designator. In the event that any Unit Owners in a Subdivided Unit Group are not in Good Standing, the Designator's Board Member shall nonetheless be deemed in Good Standing, but shall not be entitled to vote the Budget Interest or Common Interest of the Unit Owners of such Subdivided Unit Group who are not then in Good Standing.

(c) At any time that (and only for so long as) (A) the Designator of a Subdivided Unit (otherwise entitled to designate a Board Member pursuant to the terms of this Section 9.2.1 or of Section 2.3 hereof) is the same Person or Affiliates of another Designator of a Subdivided Unit for such Subdivided Unit Group (otherwise entitled to designate a Board Member pursuant to the terms of this Section 9.2.1 or of Section 2.3 hereof), (B) the Designators of PE 1 Unit and PE 2 Unit are the same Person or Affiliates, or (C) two or more Designators elect then: (i) such Designators will not have the right to appoint separate Board Members of the Condominium Board and must designate (only) one Condominium Board Member who (if otherwise eligible to vote) shall (subject to Section 2.9.1(b) hereof) vote the entire Common Interest or Budget Interest, as the case may be, attributable to all such Units in the aggregate, which designation shall be made in writing to the Condominium Board (subject to Section 2.3.2 hereof); and (ii) such Unit Owner(s), Declarant Net Lessee(s) and/or Net Lessee(s) shall be or constitute jointly, as the case may be, the "Designator" of such Board Member.

(d) The purpose and intent of the foregoing provisions and Section 9.3.3 hereof is, *inter alia*, to provide for each Unit Owner to be represented on the Condominium Board either directly or indirectly by a Condominium Board Member designated by a Designator which has or represents the Common Interest and/or Budget Interest of such Unit Owner. Under no circumstances shall any Unit Owner participate, directly or indirectly, on the Condominium Board by two separate Designators representing such single Unit Owner with respect to the same Unit; or by a single Designator voting such Unit Owner's Common Interest or Budget Interest more than once; or as part of or through any Designator to the extent such Unit Owner's Unit is part of a Sub-Group or Subdivided Unit Group, which is represented on the Condominium Board, directly or indirectly, through another Designator.

9.2.2 Voting at Unit Owners Meetings. At all Unit Owners Meetings, each Subdivided Unit Owner (or its proxy) and each Combined Unit Owner (or its proxy) entitled to vote thereat shall be entitled to vote for the Common Interest attributable to its Subdivided Unit(s) or Combined Unit(s), as the case may be, as set forth in Article 3 hereof.

### 9.3 Amendment to the Declaration.

9.3.1 The amendment to the Declaration to be made by the Subdividing Unit Owner or Combining Unit Owner shall contain new or amended Floor Plans, specifications, tax lot numbers, the (re)apportionment among or to the Subdivided Units or Combined Unit, as the case may be, of their or its Component Units', as the case may be, Common Interest in compliance with the New York Condominium Act and the other matters set forth in this Article 9, as appropriate, the allocation or aggregation to newly constituted Subdivided Units or Combined Unit(s) of the right to use, and responsibility for maintenance, Repairs (other than structural or capital Repairs), Alterations, additions, decorations or improvements to, any Exclusive Terraces of such Subdividing Unit Owner's Unit or Combining Unit Owner's Unit, as the case may be; and, as applicable, the designation of part of a Unit being subdivided as a newly created specially designated common area appurtenant to one or more of any newly constituted Subdivided Units including Subdivided Unit Limited Common Elements. The Subdividing Unit Owner or Combining Unit Owner, as the case may be, shall have the right to approve and execute the amendment to the Declaration (as set forth in Article 17 hereof), and shall in any event duly certify and file such amendment in accordance with all applicable Laws and promptly deliver a copy of the filed amendment to the Condominium Board.

9.3.2 In the event that in any one transaction, or in separate actions that are intended to constitute one and the same transaction, any Unit is subdivided and then one or more of the Units resulting from such subdivision is/are combined with one or more other Units (as permitted in this Article 9), the Unit Owner(s) in question may jointly act to amend the Declaration as hereinabove provided in one amendment and shall not be required to effect separate amendments in furtherance of such single transaction.

9.3.3 Sub-Groups/Sub-Boards/Sub-By-Laws. At the option of two (2) or more Unit Owners, by not less than fifteen (15) days written notice to the Condominium Board, which written notice must include a copy of the applicable Sub-By-Laws and Sub-Rules and Regulations, the applicable Units and/or Section (together with any Exclusive Terraces or Limited Common Elements, as applicable, appurtenant thereto, a "Sub-Group") shall be governed by a board of managers (in each case, a "Sub-Board") pursuant to a set of by-laws (in each case, "Sub-By-Laws") setting forth the rights and obligations of each of the Unit Owners and Boards with respect to its Unit or Section and the Condominium, including such provisions and matters for the governance of the Sub-Group (as a discrete group within itself) as such Unit Owners and Boards deem necessary and appropriate, to the extent permitted by applicable Laws, including, without limitation, designating the Sub-Board as the single Designator for all affected Units and Boards, provisions for the imposition and collection of "Sub-Group

Common Charges” from the affected Unit Owners and Boards for the payment of expenses borne in common by such Persons, and any other matters required in accordance with these Condominium By-Laws, the New York Condominium Act or other Laws. Subject to the terms of the Declaration and these Condominium By-Laws, each such Sub-Board shall (subject to the terms of the applicable Sub-By-Laws) be entitled to make determinations with respect to matters relating to the operation, care, upkeep, maintenance and administration of the affairs of its Sub-Group, including, without limitation, the making of Repairs of, and performance of Alterations to, its Sub-Group (as if each reference, in the Condominium Documents to an applicable Unit Owner or Board with respect to such matters shall have been a reference to the applicable Sub-Board) and to enact rules and regulations with respect to such Sub-Group (in each case, “Sub-Rules and Regulations”) as limited by and subject to the applicable provisions of the Declaration and these Condominium By-Laws; provided, however, that at all times (x) the rights of the Condominium Board, the Tower Board, any other Sub-Boards, and all Unit Owners with respect to each applicable Unit Owner and Board shall remain unaffected (to more than a *de minimis* extent) by the Sub-By-Laws in question, (y) a default, breach or Event of Default by the Sub-Board hereunder or under the Declaration shall be deemed for all purposes to be a default, breach or Event of Default by each Unit Owner and Board constituting the applicable Sub-Group and (z) each such Unit Owner and Board (if applicable) shall remain a General Common Charge Obligor. To the extent any Unit is included as part of a Sub-Group which is, or is deemed included as part of, a Designator, the provisions of Section 9.2.1(b) hereof shall not apply with respect to such Unit. The applicable Sub-Board shall give the Condominium Board not less than fifteen (15) days written notice of any proposed amendment to any Sub-By-Laws before such amendment is adopted.

## ARTICLE 10

### MECHANIC’S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

10.1 Mechanic’s Liens. In the event that any mechanic’s lien is filed against any Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for: (a) a Unit Owner (or its managing agent or such Unit Owner’s Occupants or Permittees) with respect to all or any portion of its Unit or Exclusive Terraces, over which it exercises exclusive control (each such Unit Owner, for purposes of this Section 10.1, being referred to as the “Lien-Causing Unit Owner”); (b) the Tower Board (or its managing agent or such Board’s Occupant’s or Permittees) with respect to the Tower Limited Common Elements of the Tower Section (other than those over which one or more Tower Unit Owners exercises exclusive control pursuant to the applicable Tower By-Laws), or any Tower Unit owned by such Tower Board or its designee; (c) a Sub-Board (or its managing agent or such Board’s Occupants or Permittees) with respect to its appurtenant Limited Common Elements or Exclusive Terraces (if any) or any Unit within such Sub-Board’s Sub-Group; or (d) the Condominium Board (or its managing agent or such Board’s Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b), (c) and (d), for purposes of this Section 10.1, such Board being referred to as the “Lien-Causing Board”), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Unit Owner or Lien-Causing Board, as the case may be, then such Lien-Causing Unit Owner or Lien-Causing Board shall promptly notify the Condominium’s managing agent (or, if there is no managing agent, the Condominium Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within sixty (60) days after receiving from the Tower Board, other Sub-Board or Unit Owner whose Unit (and/or Limited Common Element or Exclusive Terrace, as applicable) has been adversely affected by such mechanic’s lien, or from the Condominium Board if any General Common Elements have been adversely

affected by such mechanic's lien, a notice (a "Lien Notice") identifying the lien and requesting that the same be released or discharged, failing which: (y) the Condominium Board (in the case of a Lien-Causing Unit Owner or the Tower Board or other Sub-Board that is a Lien-Causing Board), or (z) each of the Unit Owners and the Tower Board or other Sub-Boards (if the Condominium Board is the Lien-Causing Board), shall have the rights set forth in Section 13.1.1(e) hereof. For purposes of this Section 10.1, the Tower Board or another Sub-Board or Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Unit Owner or Lien-Causing Board to remove, as aforesaid) if: (i) in the case of the Tower Board or another Sub-Board that is affected, any of the Units within its Section, any Limited Common Elements within such Section or an Exclusive Terrace of such Section; or (ii) in the case of a Unit Owner that is affected, such Unit Owner's Unit, Limited Common Elements or Exclusive Terraces, in each case, is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Unit Owner or the Lien-Causing Board, and not by, to or for the putatively 'adversely affected' Unit Owner or Tower Board or its/their Occupants or Permittees). In all events, the Lien-Causing Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants), and MTA in its capacity as Declarant, from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Tower Board or other Sub-Board or Unit Owner shall be simultaneously sent to the Condominium Board.

10.2 Violations. In the event that any violation shall be noted or noticed against any Unit or other portion of the Property as a result of any condition at the Property created or suffered by or existing with respect to: (a) a Unit Owner (or its managing agent or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit or Exclusive Terraces, over which it exercises exclusive control (each such Unit Owner, for purposes of this Section 10.2, being referred to as the "Violation-Causing Unit Owner"); (b) the Tower Board (or its managing agent or such Board's Occupants or Permittees) with respect to the Tower Limited Common Elements of the Tower Section (other than those over which one or more Tower Unit Owners exercises exclusive control pursuant to the Tower By-Laws) or any Tower Unit owned by the Tower Board or its designee; (c) a Sub-Board (or its managing agent or such Board's Occupants or Permittees) with respect to its appurtenant Limited Common Elements or Exclusive Terraces (if any) or any Unit within such Sub-Board's Sub-Group; or (d) the Condominium Board (or its managing agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b), (c) and (d), for purposes of this Section, such Board being referred to as the "Violation-Causing Board"), the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, shall promptly notify the Condominium's managing agent (or, if there is no managing agent, the Condominium Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within sixty (60) days after receiving, from the Tower Board, other Sub-Board or Unit Owner whose Unit, Limited Common Elements or Exclusive Terraces have been adversely affected by such violation, or from the Condominium Board if any General Common Elements have been adversely affected by such violation, a notice (a "Violations Notice") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such sixty (60) day period, the Violation-Causing Unit Owner or the Violation Causing Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such sixty (60) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Condominium Board (in the case of a Violation-Causing Unit Owner or the Tower Board or other Sub-Board that is a Violation-Causing Board), or (z) each of the Unit Owners and the Tower Board or other Sub-Boards (if the Condominium Board is the Violation-Causing Board), shall have the rights set forth in Sections 13.1.1(e) and 13.4 hereof. For purposes of this Section

10.2, the Tower Board or other Sub-Board or Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Unit Owner or Violation-Causing Board to remove or cure, as aforesaid) if: (i) in the case of the Tower Board or other Sub-Board that is affected, any of the Limited Common Elements within such Section or an Exclusive Terrace of such Section, if applicable; or (ii) in the case of a Unit Owner that is affected, any of such Unit Owner's Unit, or appurtenant Limited Common Elements or Exclusive Terraces, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Unit Owner or the Violation-Causing Board, and not by the putatively 'adversely affected' Unit Owner or the Tower Board or other Sub-Board or its/their Occupants or Permittees). In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants), and MTA in its capacity as Declarant, from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 10.2 or the underlying violation or non-compliance related thereto. Copies of all Violations Notices sent by the Tower Board or other Sub-Board or Unit Owner shall be simultaneously sent to the Condominium Board.

10.3 Compliance With Laws, Insurance Requirements. Each Unit Owner and Board, without cost or expense to the other Unit Owner(s) and Boards (except that costs and expenses incurred by the Condominium Board pursuant to this sentence are General Common Expenses), shall promptly comply and/or cause its Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Unit Owner's or Board's Unit, Limited Common Elements, Exclusive Terraces or other General Common Elements, as applicable; provided, however, that each Unit Owner and Board, shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law and Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Unit(s) or any portion of any of the Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit, Limited Common Element or the General Common Elements to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Unit Owner or Board shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law and Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Unit Owner and Board shall cooperate to the fullest extent necessary with any contesting Unit Owner or Board in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Unit Owner or Board, as the case may be. In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants), and MTA in its capacity as Declarant, from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 10.3 or the underlying violation or non-compliance related thereto.

10.4 Hazardous Materials. No Unit Owner (or its Occupants or Permittees) or Board shall store, use or permit the storage or use of Hazardous Materials on, about, under or in its Unit, Limited Common Elements, Exclusive Terraces or otherwise in or on the Property, except to the extent that such Hazardous Materials are necessarily and customarily used in the ordinary course of usual business operations conducted thereon and any such storage and/or use shall at all times be in compliance with all applicable Environmental Laws. Each Unit Owner and Board shall defend, protect, indemnify and hold

harmless the Condominium Board, the Tower Board, any Sub-Board and each other Unit Owner (and the Occupants of each of the foregoing), and MTA in its capacity as Declarant, from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Unit Owner or Board (including its Occupants and Permittees) under or in its Unit, Sub-Group portion of the Building, Section, Limited Common Elements, General Common Elements, Exclusive Terraces or otherwise in or on the Property.

## ARTICLE 11

### RECORDS AND AUDITS

#### 11.1 Records.

11.1.1 The Condominium Board or its managing agent shall keep and maintain the Declaration, these Condominium By-Laws, the Tower By-Laws, the Sub-By-Laws, the Tower Rules and Regulations, the Sub-Rules and Regulations, the General Rules and Regulations, if any, and the Floor Plans, as the same may be amended from time to time, and detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board (and any committee thereof), minutes of Unit Owners Meetings, if any (and committees of Unit Owners, if any) and financial records and books of account with respect to the activities of the Condominium Board (the "Records"). All such Records shall be kept at the offices of the Condominium and/or at such other reasonably proximate location(s) in The City of New York as is determined by the Condominium Board from time to time.

11.1.2 The Records maintained by or for the Condominium Board in connection with its obligations pursuant to Article 6 hereof shall include, but not be limited to, disbursements, receipts, cancelled checks, invoices, contracts, maintenance agreements, employee records, Interim Operating Statements and Final Operating Statements, and shall be kept and maintained, to the extent applicable, in accordance with generally accepted accounting principles consistently applied (the "General Common Expense Records"). The Condominium Board shall keep and maintain the General Common Expense Records in respect of each calendar year for at least ten (10) years after the end of such calendar year. As part of the General Common Expense Records, the Condominium Board shall keep a separate account for each General Common Charge Obligor which, among other things, shall contain the amount of each allocation and/or assessment of General Common Expenses and other amounts to be paid in respect of each General Common Charge Obligor, the date when due, the amounts paid thereon and the balance, if any remaining unpaid.

#### 11.2 Audits.

11.2.1 Right to Audit. In order to confirm the correctness of any Final Operating Statement, and/or in the event of any dispute with respect to General Common Charges, each General Common Charge Obligor (and their respective authorized representatives) shall have the right, from time to time but not more frequently than three (3) times in any one (1) calendar year, and upon reasonable notice, to inspect or audit (any such inspection or audit, an "Audit") the applicable Records and General Common Expense Records and to make extracts or copies thereof (including electronic copies of any such Records or General Common Expense Records that are kept in electronic form). Such notice shall specifically designate the year(s) for which such General Common Charge Obligor intends to Audit applicable Records and General Common Expense Records, which year(s) shall be limited to the six (6) full calendar years immediately preceding the date of such inspection and any then elapsed portion of the

then current calendar year. Any General Common Charge Obligor making or causing to be made any Audit hereunder shall provide the Condominium Board with a copy of any written report of the results of such Audit within forty-five (45) days after the preparation thereof. Subject to Section 11.2.3 hereof, all costs of such Audit shall be borne by the party making or causing the Audit. In connection with any Audit covering a Final Operating Statement and/or General Common Charges (or Special Assessments or other charges or fees assessed by the Condominium Board) relating to a particular calendar year, the General Common Charge Obligor making or causing to be made such Audit, and its authorized representatives, shall have the right to inspect the Records and General Common Expense Records relating to all other calendar years and to make extracts or copies thereof (including electronic copies of any such Records or General Common Expense Records that are kept in electronic form).

11.2.2 Adjustments of Payments; Time Period to Commence Arbitrations Relating to General Common Charges. In the event of any dispute with respect to the correctness of any Final Operating Statement, the accuracy of any General Common Charges (or Special Assessments or other charges or fees assessed by the Condominium Board) if the Condominium Board and the General Common Charge Obligor in question are unable to resolve such dispute within ninety (90) days after such General Common Charge Obligor shall have requested in writing to the Condominium Board an adjustment in respect of same, subject to Section 6.1.1 hereof, either the Condominium Board or such General Common Charge Obligor may submit such dispute to Arbitration in accordance with the provisions of Article 15 hereof; and unless such Arbitration is commenced by the disputing General Common Charge Obligor within one hundred eighty (180) days after first requesting such adjustment, the dispute will be deemed to have been resolved in favor of the Condominium Board. If such dispute is submitted to Arbitration and resolved in the favor of the disputing General Common Charge Obligor and there is determined to have been an overcharge by the Condominium Board, then the Condominium Board shall promptly reimburse such General Common Charge Obligor (or its authorized representatives) for any overpayment, together with interest thereon from the date paid at the Prime Rate. If such dispute is resolved in the Condominium Board's favor, and there is determined to have been an undercharge, then each General Common Charge Obligor, as appropriate, shall, within thirty (30) days after notice of such determination, pay the Condominium Board the amount of such underpayment together with interest thereon from the date(s) due at the Prime Rate. Upon the resolution (whether or not in Arbitration or otherwise) of any dispute with respect to an Final Operating Statement or particular General Common Charge, a General Common Charge Obligor having previously disputed same shall no longer have the right granted hereunder to dispute the obligation for or the amount of such charges or to otherwise seek any adjustment with respect thereto. Notwithstanding anything set forth in this Section 11.2.2 to the contrary, a General Common Charge Obligor shall not be entitled to any adjustment or credit in its General Common Charges or in respect of an Final Operating Statement to the extent any overpayment or overcharge is ascertained, directly or indirectly, as a result of the work of any Person retained or employed by or on behalf of such General Common Charge Obligor on a contingency or recovery or similar basis, if such Person's principal business is performing professional services on a contingency or recovery or similar basis.

11.2.3 Expenses. The cost of any Audit performed by or at the request of a General Common Charge Obligor pursuant to Section 11.2.1 hereof, and all of the Condominium Board's and such General Common Charge Obligor's legal and other professional fees and expenses in connection with a dispute as described in Section 11.2.2 hereof, shall be borne solely by such General Common Charge Obligor; provided, however that if any such dispute is resolved in favor of the General Common Charge Obligor and it is determined that the Condominium Board's determination of General Common Charges for such General Common Charge Obligor for the calendar year in question were overstated by more than five percent (5%), the Condominium Board shall pay its own legal and other professional fees and expenses incurred in connection therewith and the cost of any applicable audit performed by or at the

request of a General Common Charge Obligor (such costs not to exceed the amount of any such overcharge found).

## ARTICLE 12

### INSURANCE; CASUALTY; CONDEMNATION

12.1 Condominium Board's Insurance Requirements. Except as otherwise provided below in Sections 12.1.8 and 12.1.9 hereof, the Condominium Board shall obtain at commercially reasonable rates, except with respect to Section 12.1.7 hereof, in which case the Condominium Board shall obtain (not subject to the foregoing qualification) such coverages identified in Section 12.1.7 hereof, subject to Section 12.6.5 hereof, and maintain the following insurance with respect to the General Common Elements:

12.1.1 Insurance against loss customarily included in Special Causes of Loss property insurance (also known as "all-risks" insurance), including loss or damage by fire, wind, building collapse and such other insurable hazards as, under good insurance practices from time to time, are insured against for other property and buildings similar to the Building in use, location, height, and type of construction. Such insurance policy shall also insure costs of demolition and increased cost of construction, including, without limitation, increased costs arising out of changes in applicable laws and codes regulating reconstruction following a loss (which insurance for demolition shall be in an amount not less than 25% of the total insurable value of the Building (to the extent available at commercially reasonable rates) and for increased cost of construction shall be in an amount not less than 25% of the total insurable value of the Building (to the extent available at commercially reasonable rates)), insuring the General Common Elements (including the General Common Elements which are underground), and covering the interests of the Condominium, the Boards, all Unit Owners, all Registered Mortgagees (as a group) and all Registered Mortgagees, as their respective interests may appear. If any portion of the Building is currently or at any time in the future located in a federally designated special flood hazard area ("SFHA"), flood hazard insurance in an amount equal to the (1) the maximum amount of building and, if applicable, contents insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended, or (2) an equivalent private policy in compliance with Federal regulations; provided, however, the Condominium Board shall not be required to maintain earthquake insurance unless the Building is located in Seismic Zone 3 or 4 as classified by the Federal Emergency Management Agency, U.S. Geological Survey or other applicable United States governmental agency. In addition, the Special Causes of Loss property insurance shall also provide flood (including sewer backup) and earthquake (including land subsidence) coverage, which flood and earthquake coverages may contain a sublimit of \$100,000,000 per occurrence and in the annual aggregate. The amount of such Special Causes of Loss insurance shall be not less than one hundred percent (100%) of the aggregate replacement cost value of the General Common Elements (without deduction for depreciation), and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement. Such coverage shall not include any Unit, or any fixtures, improvements, furnishings or personal property within any Unit.

12.1.2 Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability coverage with limits of not less than \$1,000,000, covering any employees of the Condominium (provided, however, that if the Condominium Board does not have any direct employees, such insurance shall be purchased on an "if any" basis);



12.1.3 Comprehensive Boiler & Machinery coverage (if not part of the Special Causes of Loss property insurance) on a replacement cost basis in the minimum amount of \$50,000,000 per accident, covering all physical damage to the General Common Elements, and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine, and covering the interests of the Condominium, the Boards and all Unit Owners and Registered Mortgagees, as their respective interests may appear. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement.

12.1.4 Crime insurance covering the Condominium Board and all officers, directors and employees of the Condominium and of any managing agent(s) of the Condominium with limits of not less than the greater of (a) \$2,000,000 or (b) two (2) months of the then annual General Common Charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy.

12.1.5 Directors' and Officers' Errors and Omissions insurance with respect to the Condominium Board with limits of no less than \$25,000,000.

12.1.6 Commercial General Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location, and an Umbrella Liability policy, with all policies in this Section 12.1.6 including, Cross Liability coverage or Separation of Insured's provision (if available) covering (or not excluding) claims of one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with total combined limits of all such policies not less than \$100,000,000 per occurrence and annual aggregate per location, or in such higher limits as the Condominium Board, from time to time, may determine. The policy or policies described in this subsection shall cover the following Persons as follows:

(a) The Condominium Board (and any committees of the Condominium Board), the managing agent(s) of the Condominium, the members of the Condominium Board and each officer and employee of the Condominium shall be the named insured on such Commercial General Liability and Umbrella Liability policy;

(b) Each Board (other than the Condominium Board), together with its respective subsidiaries, Affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and Registered Mortgagees, if any, and such other Persons as shall reasonably be requested shall be included as additional insured(s) on a primary and non-contributing basis, except that such policy will not cover the liability of a Board arising from occurrences within or about the Tower Section (in the case of the Tower Board) or its own Sub-Group (in the case of a Sub-Board) or within or about the Limited Common Elements or Exclusive Terraces, if any, exclusive to or appurtenant to such Section or Sub-Group; and

(c) Each of the Unit Owners, together with its subsidiaries, Affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and Registered Mortgagees, if any, and such other Persons as shall reasonably be requested shall be included as additional insured(s) on a primary and non-contributing basis, except that such policy will not cover the liability of a Unit Owner arising from occurrences within or about its own Unit or within or about the Limited Common Elements or the Exclusive Terraces, if any, exclusive to or appurtenant to its Unit.

12.1.7 Subject to Section 12.6.5 hereof, the Condominium Board shall obtain and maintain terrorism insurance on the property and liability insurance required under Section 12.1.1 and 12.1.6 hereof, covering the General Common Elements, with limits, deductibles and terms as the Condominium Board, from time to time, may determine.

12.1.8 Such other insurance as the Condominium Board may determine advisable or necessary from time to time (Sections 12.1.1 through 12.1.8 hereof, collectively, the "Condominium Board Insurance"). The Condominium Board Insurance shall have deductibles in such amounts as the Condominium Board, from time to time, may reasonably determine. The Condominium Board shall review the limits of Condominium Board Insurance at least once every three (3) years.

12.1.9 At all times prior to completion of the Building, in lieu of the insurance described in Section 12.1.1 hereof, to the extent not resulting in impermissible duplicate coverage, the Condominium Board shall carry, or cause Developer or a Unit Owner to carry, Special Causes of Loss "Builder's Risk" insurance or an installation floater in such amount as any Registered Mortgagee shall require but in no event less than the completed value of the foundation and then once vertical construction begins one hundred percent (100%) of the replacement cost value of the completed Building. Such insurance shall cover the interests of the Condominium Board, the Tower Board, all Unit Owners and Declarant Net Lessees thereof, all Registered Mortgagees, as their respective interests may appear. Such policy shall be written on a Builder's Risk Completed Value Form (100% non-reporting) or its equivalent and shall include, without limitation, coverage for loss by testing, collapse, theft, flood, and earth movement. Special Causes of Loss insurance will be put in place following the termination of Builder's Risk coverage.

12.2 Unit Owner's Insurance Requirements. Each Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such other amounts or limits as the Condominium Board, from time to time (in a non-discriminatory and uniformly applied manner), may reasonably determine:

12.2.1 Commercial General Liability policy of insurance form ISO CG 00 01 04 13 (which does not exclude water damage insurance), or equivalent liability coverage, and Auto Liability policy covering all owned, hired and non-owned vehicles, each with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and an Umbrella Liability policy, with all such policies including, Separation of Insureds provision and no exclusion of claims of one insured against another, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, Contractual Liability or Insured Contracts, and Products and Completed Operations Liability coverage, with total combined limits of primary and umbrella policies of not less than \$100,000,000 per occurrence and annual aggregate. The Unit Owner or the corporate parent of the Unit Owner purchasing such Commercial General Liability, Auto Liability and Umbrella policies shall be the named insured. Each of the Boards and the other Unit Owners, together with its or their respective subsidiaries, Affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and mortgagees, and such other Persons as shall reasonably be requested shall be included as additional insured(s) on a primary and non-contributory basis.

12.2.2 Insurance against loss customarily included in so-called Special Causes of Loss property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis at not less than one hundred percent (100%) of the aggregate replacement cost value, covering the interests of the Unit Owner and its Registered Mortgagee in the applicable Unit (including the Exclusive Terraces appurtenant thereto), as their respective interests may appear, in amounts reasonably sufficient to undertake and complete any Unit Restoration Work and otherwise comply with Section 12.9.4 hereof.

12.2.3 Business Income and/or Rental Income due to an occurrence or accident insured under the Special Causes of Loss policy and the Boiler and Machinery policy. The coverage shall be provided on "Actual Loss Sustained" forms in amounts of not less than twenty-four (24) months of the then annual General Common Charges payable by the applicable Unit Owner at the time of purchase or renewal of such policy. In addition, such insurance obtained by a Unit Owner shall contain an extended period of indemnity if required by such Unit Owner's Registered Mortgagee.

12.2.4 In the event that any two or more Unit Owners have created a Sub-Board with respect to such Owners' Units, the applicable Unit Owners shall continue to be obligated to obtain the foregoing insurance; provided, however, that such insurance may be obtained by such Sub-Board on behalf of such Unit Owners.

12.2.5 With respect to any Repairs or Alterations affecting the General Common Elements, the Exclusive Terraces, the structure of the Building (including, without limitation, the penetration of the core and shell of the Building or the Building Systems (including, without limitation, the mechanical, electrical or plumbing systems or any structural columns, slabs or load bearing walls), special form of "Builder's Risk" or "Installation Floater" insurance on a so-called Special Causes of Loss insurance policy, or equivalent coverage, including recurring "soft costs" form, on a completed value non-reporting form basis covering one hundred percent (100%) of the replacement cost value of the work. Such insurance shall provide coverage for materials intended for installation in the Unit or Section, as the case may be, (whether or not such materials are stored on or off the job site, or are in transit to the job site). Such insurance shall also include (but not be limited to) coverage for increased cost to Repair due to a change in law, ordinance, earthquake, flood (with respect to any Unit Owner with an insurable interest below Floor 4), water damages and collapse (it being understood, however, that the coverage obtained by a Unit Owner for flood and earthquake insurance may contain a sublimit of \$5,000,000 per occurrence and in the annual aggregate or such higher amount as required by such Unit Owner's Registered Mortgagee). The Condominium Board shall be named a loss payee as its interests may appear, under such "Builder's Risk" or "Installation Floater" policy to the extent the Condominium Board has a financial interest in the Unit Owner improvements. Such Builder's Risk coverage shall include coverage for the rent loss and/or business interruption insurance on an actual loss sustained basis in an amount not less than the annual amount of Common Charges and other amounts payable to the Condominium Board under the Declaration and these Condominium By-Laws. Rental loss or business interruption coverage must be endorsed to include an extended period of indemnity endorsement of not less than 360 days.

12.2.6 Each Unit Owner shall also comply with any applicable insurance requirements contained in (i) if a Declarant Net Lease is in effect as to its Unit, the requirements of the Declarant Net Lease, and (ii) so long as any Construction Loan Mortgage or other mortgage remains in effect as to its Unit, the requirements of any such Construction Loan Mortgage (or related loan agreements entered into in connection therewith).

12.2.7 Each Unit Owner shall, in the exercise of good business judgment and good insurance practices, obtain and maintain terrorism insurance on the property and liability insurance required under Section 12.2.1 and 12.2.2 hereof in a sufficient amount to cover the full value of the Unit Owner's Unit, to the extent commercially available.

12.2.8 Notwithstanding anything in this Section 12.2 to the contrary, if at any time Declarant becomes a Unit Owner and there is no Declarant Net Lease, Declarant shall be entitled to self-insure or self-retain for any or all of the coverages required to be carried by Unit Owners.

12.2.9 In lieu of the insurance described in Section 12.2.2, a Unit Owner and/or Declarant Net Lessee may provide coverage for its Unit in whole or in part by the Builder's Risk policy

provided for in Section 12.1.9 hereof for so long as such coverage is in place with respect to such Unit Owner and such Unit Owner's Unit.

12.2.10 Each Unit Owner shall obtain and maintain Workers' Compensation insurance and New York State Disability benefits insurance as required by Law and Employer's Liability coverage with limits of not less than \$1,000,000, covering any of Unit Owner's employees (provided, however, that if the Unit Owner does not have any direct employees, such insurance may be purchased on an "if any" basis).

12.3 Tower Board Insurance Requirements. The Tower Board (on behalf of the Tower Section) shall obtain at commercially reasonable rates, except, the Tower Board shall obtain (not subject to the foregoing qualification) terrorism insurance coverage pursuant to Section 12.3.2 hereof, subject to Section 12.6.5 hereof, and maintain (or at its election cause the Condominium Board to obtain and maintain on its behalf at the Tower Board's expense (which shall be payable as a Tower Common Expense), naming the Tower Board as a named insured) the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Tower Board, from time to time, may determine (in a non-discriminatory and uniformly applied manner):

12.3.1 Commercial General Liability policy of insurance form ISO CG 00 01 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location, and an Umbrella Liability policy, including Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than \$100,000,000 per occurrence and annual aggregate per location. The Tower Board shall be the named insured. Each of the other Boards and the other Unit Owners, together with their respective subsidiaries, Affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, managing agents and mortgagees, and such other Persons as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

12.3.2 Subject to Sections 12.3.6 and 12.6.5 hereof, insurance against loss customarily included in so-called Special Causes of Loss property insurance and Comprehensive Boiler & Machinery coverage, flood and earthquake coverage with respect to the Tower Limited Common Elements in a manner consistent with the requirements of Section 12.1.1 hereof (in each case to the extent not covered by the Condominium Board's policy under Section 12.1.1 hereof) and terrorism insurance with respect to the Tower Limited Common Elements in a manner consistent with the requirements of Section 12.1.7 hereof (to the extent not covered by the Condominium Board's policy under Section 12.1.7 hereof), each on a replacement cost basis, covering the interests of, as the case may be, the Tower Board, the applicable Tower Unit Owners and their Registered Mortgagee in the applicable Tower Limited Common Elements, as their respective interests may appear, in amounts reasonably determined by the Condominium Board to be sufficient to undertake and complete any Tower LCE Restoration Work, and otherwise comply with the provisions of Section 12.9.5 hereof.

12.3.3 Crime insurance covering the Tower Board and all officers, directors and employees of the Tower Section and of any managing agent(s) of the Tower Section with limits of not less than the greater of (a) \$2,000,000 or (b) two (2) months of the then annual Tower Common Charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy.

12.3.4 Directors' and Officers' Errors and Omissions insurance with respect to the Tower Board with limits of no less than \$25,000,000.

12.3.5 In the event that the Tower Board has created a Sub-Board, the applicable Boards shall continue to be obligated to obtain the foregoing insurance; provided, however, that such insurance may be obtained by such Sub-Board on behalf of the Tower Board.

12.3.6 In lieu of the insurance described in Section 12.3.2 hereof, the Tower Board may provide for its insurance coverage in whole or in part by the Builder's Risk policy provided for in Section 12.1.9 hereof for so long as such coverage is in place with respect to the Tower Board and the Tower Building.

12.3.7 Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability coverage with limits of not less than \$1,000,000, covering any of Tower Board employees (provided, however, that if the Tower Board does not have any direct employees, such insurance may be purchased on an "if any" basis).

12.4 Insurance Requirements During the Course of Alterations and/or Repairs. The Condominium Board shall promulgate, as part of the General Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Condominium Board shall deem appropriate, provided, however, that the same shall comply with the Condominium Documents and with the Master Declaration.

12.5 Insurance as a General Common Charge.

12.5.1 The premiums for all insurance referred to in Section 12.1 hereof shall be a General Common Expense and shall be borne by each of the General Common Charge Obligor as a General Common Charge allocated to the "Insurance" Cost Control Category. Any General Common Charge Obligor may request the Condominium Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting General Common Charge Obligor sees fit (collectively, the "Additional Insurance Coverage") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Condominium Board on its own behalf) be payable to such General Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Condominium Board or the Insurance Trustee, then notwithstanding any other provision of these Condominium By-Laws to the contrary, such proceeds shall be turned over to such General Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall indemnify the Condominium Board from any loss, cost and expense (including reasonable attorneys' fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Condominium Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Condominium Board from receiving proceeds from any Condominium Board Insurance, (iii) cause the Condominium Board Insurance to be less protective or (iv) adversely affect the interests of the Unit Owners or Boards.

12.5.2 If the use of all or any portion of any Unit or all or any portion of any Section in violation of these Condominium By-Laws or the Declaration causes an increase in the premium for the insurance which the Condominium Board or any Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the owner of the Unit or the Board governing such Section shall be obligated to pay to the Condominium Board, as an additional General Common Charge, or to pay to such Unit Owner, as the case may be, a sum equal to the amount of such increase attributable to such use.

## 12.6 General Insurance Matters.

12.6.1 Self-Insurance. Except as provided in Section 12.2.8 hereof, no Person may provide the insurance coverages required under these Condominium By-Laws pursuant to any plan of self-insurance (except with respect to customary self-insured retentions or deductibles with respect to any policy of insurance or captive insurance policy that may be maintained by Unit Owners or as otherwise approved by the Condominium Board, which approval may be conditioned on a Unit Owner (A) providing (i) satisfactory audited financial statements from time to time (but no less frequently than once each year) evidencing that the Unit Owner (together with any Affiliate that has agreed in writing, pursuant to an agreement acceptable to the Condominium Board, to be jointly and severally liable with the Unit Owner for the self-insurance obligations of the Unit Owner (such Affiliate, a "Co-Obligor") has a net worth of an amount reasonably required by the Condominium Board, (ii) proof that the Unit Owner (together with any Co-Obligor) maintains appropriate loss reserves that are actuarially derived in accordance with accepted standards of the insurance industry and are accrued or otherwise funded, (iii) certificates of self-insurance setting forth the extent of coverage and naming as additional insureds all parties entitled to be named as such on the insurance policies required hereunder, (iv) assurance that the Unit Owner and any Co-Obligor will defend and pay any claim to the same extent as if the insurance policies required to be carried hereunder had been in effect and (B) satisfying other commercially reasonable requests, conditions and/or requirements of the Condominium Board). The waiver of subrogation provisions of this Article 12 shall apply with respect to any such self-insurance and the waiver of claims set forth in this Article 12 shall not be rendered void or diminished in any way due to Unit Owner's status as a self-insurer. For any Unit Owner that will utilize a captive insurance company, such Unit Owner shall provide, prior to the inception of such insurance and on a yearly basis thereafter, either (1) annual financial statements prepared in accordance with GAAP (or other evidence reasonably acceptable to the Condominium Board) evidencing that the captive insurer has a net worth equal to or in excess of five (5) times the then total combined limit (of both primary and umbrella coverage) for Commercial General Liability coverage for Unit Owner required hereunder (the "Combined CGL Limit"), or (2) other evidence reasonably acceptable to the Condominium Board of adequate coverage of up to the Combined CGL limit, it being agreed that the following shall constitute evidence of adequate coverage: (x) any reinsurance from a provider which meets the rating requirements of Section 12.6.3, and (y) to the extent such reinsurance is less than the then Combined CGL Limit, evidence that the aggregate net worth of the Unit Owner and/or the captive insurer is equal to or greater than five (5) times the amount of the Retained Risk (as defined below), as evidenced by delivery to the Condominium Board, on a yearly basis, of annual financial statements prepared in accordance with GAAP (or other evidence reasonably acceptable to the Condominium Board) of such net worth. As used herein "Retained Risk" shall mean the liability coverage amount which is the difference between the then Combined CGL Limit and the amount of reinsurance coverage held by such Unit Owner and provided to the Condominium Board in accordance with the foregoing clause (2)(x) hereof.

12.6.2 Blanket Policy. The insurance coverage required of any Person under this Article 12, at the option of such Person, may be offered under a blanket policy or policies, provided that any such blanket policy shall otherwise comply with the provisions of these Condominium By-Laws. With respect to blanket property policies covering the applicable property to be insured pursuant to these Condominium By-Laws (the "Insured Property") and other properties and assets not constituting a part of such Insured Property, such blanket policies shall be without reasonable possibility of co-insurance or reduction below the limits required by this Article 12 by reason of, or damage to, any other property (real or personal) named therein (except if such Unit Owner has a reasonable possibility of purchasing additional amounts of insurance in the event its blanket policy limits are reduced below the specified limits). If the insurance required by these Condominium By-Laws shall be effected by any such blanket policy, such Person shall furnish to the Person or Persons specified in Section 12.6.4 hereof (when and as such deliveries would be required for the insurance regularly required by these Condominium By-Laws

not constituting blanket coverage) valid certificates of insurance evidencing such policy, with schedules thereto attached for properties within the borough of Manhattan (with respect to property or building insurance) showing the amount of insurance afforded by such policies applicable to the Insured Property.

12.6.3 Policy Requirements. (a) All policies required to be obtained pursuant to these Condominium By-Laws shall:

(A) (i) with respect to insurance to be obtained by the Condominium Board and Tower Board pursuant to Sections 12.1 and 12.3 hereof, respectively, be purchased from and maintained with companies duly licensed, and authorized to do business in the State of New York, which are rated at the time of purchase or renewal of such policy with (1) a general policy rating of A or better and a financial class of X or better by A.M. Best Company, Inc., and (2) a claims paying ability/financial strength rating of "A" or better by S&P, "A2" or better by Moody's to the extent Moody's rates the insurance company, and "A" by Fitch, to the extent Fitch rates the insurance company, (provided, however for multi-layered policies, if such syndicate consists of five (5) or more members, then at least sixty percent (60%) of the insurance coverage (or seventy-five percent (75%) if such syndicate consists of four (4) or fewer members) must be provided by insurance companies with a rating of "A" or better by S&P and "A2" or better by Moody's, to the extent Moody's rates the insurance company, and "A" or better by Fitch, to the extent Fitch rates the insurance company, with no remaining carrier below "BBB" by S&P and "Baa2" or better by Moody's, to the extent Moody's rates the insurance company, and "BBB" or better by Fitch, to the extent Fitch rates the insurance company with respect to policies required to be obtained by the Condominium Board and the Tower Board pursuant to Sections 12.1 and 12.3 hereof, respectively. Provided, however, that the rating requirements set forth in this Section 12.6.3 shall not apply to captive insurance policies with respect to terrorism insurance that satisfies customary capital market requirement; and

(ii) with respect to insurance to be obtained by the Unit Owners pursuant to Section 12.2 hereof, be purchased from and maintained with companies duly licensed, and preferably authorized to do business in the State of New York, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A:VII or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing) with respect to policies required to be obtained by the Unit Owners pursuant to Section 12.2 hereof. Notwithstanding anything herein to the contrary, the rating requirements set forth in this Section 12.6.3 shall not apply to captive insurance policies provided such captive insurance complies with Section 12.6.1 hereof. As applicable, the rating requirements for policies to be obtained by a Unit Owner must adhere to any higher rating requirements as may be required by such Unit Owner's Registered Mortgagee, as applicable.

(B) with respect to Special Causes of Loss or other property coverage, contain a mutual waiver of the insurer's right of subrogation against the Unit Owners, the Boards, any Registered Mortgagee and all Occupants.

(C) provide that before any material reduction in coverage or cancellation of a policy for which an additional insured or loss payee is required to be named pursuant to this Article 12, the insurer will endeavor to provide at least thirty (30) days' advance written notice in the case of insurance required to be maintained by (w) the Condominium Board, to each Unit Owner, each Registered Mortgagee and the other Boards, (x) a Unit Owner, to the other Unit Owners and the Boards, and (y) the Tower Board, to the other Boards and each Unit Owner. In the event any insurer will not agree to provide such notice, the named insured policyholder shall provide the notice required in this Section 12.6.3(a)(C).

(D) be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by any other party.

(E) Omitted.

(b) All policies of Special Causes of Loss and Comprehensive Boiler & Machinery property coverage required to be obtained by any Person pursuant to these Condominium By-Laws shall name its Registered Mortgagee, if any, as a "mortgagee" under a standard New York State mortgagee clause or its equivalent which shall provide that the loss, if any, thereunder shall be payable to such Registered Mortgagee, as its interest may appear, subject, however, to the provisions of Sections 12.9.1 and 12.9.2 hereof with respect to insurance maintained by the Condominium Board and subject to the provisions of Sections 12.9.4 and 12.9.5 hereof with respect to insurance required to be maintained by the Unit Owners and the Tower Board, respectively.

(c) All policies of Special Causes of Loss and Comprehensive Boiler & Machinery property coverage required to be obtained by the Condominium Board shall (A) provide that adjustment of loss shall be made by the Condominium Board on behalf of all Unit Owners and Registered Mortgagees, if applicable, and (B) name the Insurance Trustee as "loss payee" as agent for the insured in the event the proceeds payable are in excess of \$10,000,000.

(d) Prior to the Condominium Board obtaining any policy of property insurance following the completion of construction, and at three (3) year intervals thereafter (or more often, if deemed appropriate by the Condominium Board), the Condominium Board shall obtain an appraisal of the full replacement value of the General Common Elements (including the General Common Elements which are underground), without deduction for depreciation, for the purpose of determining the amount of property insurance to be obtained pursuant to Section 12.1 hereof. The cost of any such appraisal shall be borne by the General Common Charge Obligors as a General Common Charge in the same proportion as each such party bears under the Budget with respect to insurance.

(e) The Condominium Board, Tower Board, and other Sub-Boards, and Unit Owners shall not be required to obtain or maintain any insurance with respect to any personal property contained in the respective General Common Elements, Tower Limited Common Elements or Unit (or any Exclusive Terraces appurtenant to a Unit), except as is mandated under any Special Causes of Loss or Comprehensive Boiler & Machinery property coverage required under these Condominium By-Laws. The Unit Owners and the Boards shall not be prohibited from carrying other insurance for their own benefit in addition to the insurance required to be carried by such Unit Owners and Boards under these Condominium By-Laws.

12.6.4 Evidence of Insurance. (a) Condominium Board Insurance. The Condominium Board shall deliver to all Unit Owners and each other Board and all Registered Mortgagees a certificate of insurance evidencing the insurance required to be maintained by the Condominium Board under Section 12.1 hereof and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy. Renewals shall be obtained at least five (5) business days prior to the expiration of the then current policies.

(b) Unit Owner Insurance. Each Unit Owner shall deliver to the other Unit Owners and the Boards a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 12.2 hereof and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least five (5) business days prior to the expiration of the then current policies.



(c) Tower Board Insurance. The Tower Board shall deliver to the other Boards and each Unit Owner a certificate of insurance evidencing the insurance required to be maintained by such Tower Board under Section 12.2 hereof and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least five (5) business days prior to the expiration of the then current policies.

(d) Certificates of Insurance; Policies. The certificates of insurance required to be obtained by any Person pursuant to this Section 12.6.4 shall be kept at the offices of such Person at the Property or at such other reasonably proximate location(s) in the City of New York. In the event that any certificate of insurance shall fail to contain detail reasonably sufficient enough to enable the Person(s) who are entitled to a copy of such certificate to reasonably determine if the insurance covered by such certificate complies with the provisions of this Article 12, then such Person or Persons shall have the right, upon reasonable notice to the Person maintaining such insurance, to inspect the policy or policies underlying such certificate.

12.6.5 Terrorism Premium Cap. For so long as the Terrorism Risk Insurance Program Reauthorization Act of 2015 (“TRIPRA”) is in effect and continues to cover both foreign and domestic acts, the Condominium Board and the Tower Board shall maintain terrorism insurance with coverage against acts which are “certified” within the meaning of TRIPRA. In no event shall any terrorism insurance contain a so-called sunset (or any other) provision providing that such terrorism insurance will expire or terminate, or that any terrorism insurance coverage thereunder will be excluded or otherwise limited in any respect, in the event TRIPRA expires or is otherwise no longer in effect for any reason. Notwithstanding the foregoing, in the event TRIPRA is no longer in effect, terrorism insurance required in Sections 12.1.7 and 12.3.2 herein shall be required, but in no event shall the Condominium Board or the Tower Board be required to pay any Insurance Premiums solely with respect to such terrorism coverage in excess of the Terrorism Premium Cap (hereinafter defined) and, if the cost of such terrorism coverage exceeds the Terrorism Premium Cap, the Condominium Board and the Tower Board shall purchase the maximum amount of terrorism coverage available with funds equal to the Terrorism Premium Cap; provided that, if the Insurance Premiums payable with respect to such terrorism coverage exceeds the Terrorism Premium Cap, the Condominium Board may, at its option (1) purchase such stand-alone terrorism Policy or (2) modify the deductible amounts, policy limits and other required policy terms to reduce the Insurance Premiums payable with respect to such stand-alone terrorism Policy to the Terrorism Premium Cap. As used herein, “Terrorism Premium Cap” shall mean an amount equal to two (2) times the amount of annual aggregate insurance premiums that are payable for the insurance coverage required pursuant to Sections 12.1.1 and 12.3.2 hereof, as the case may be, (without giving effect to the cost of terrorism coverage) at the time that such terrorism coverage is excluded from the applicable policy required to be obtained by the Condominium Board and the Tower Board, as the case may be, (on a going forward basis after TRIPRA expires or is otherwise no longer in effect for any reason and following expiration of the applicable terrorism insurance then in place); provided, however, that in no event shall any insurance premiums paid with respect to such policy in effect prior to the date TRIPRA expires or is otherwise no longer in effect for any reason be included for purposes of determining whether the amount of terrorism insurance premiums paid by Condominium Board or the Tower Board, as the case may be, for any applicable period meet or exceed the Terrorism Premium Cap.

#### 12.7 Waiver of Subrogation.

Each of the Boards and the Unit Owners (and their Occupants) (the “Releasing Party”) hereby releases and waives for itself, and each Person claiming by, through or under it, each other Unit Owner and all Boards and their respective Occupants (the “Released Party”) from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which

loss or damage is covered by "Special Causes of Loss" or Comprehensive Boiler & Machinery property insurance policies required to be carried under these Condominium By-Laws, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

## 12.8 Indemnification.

12.8.1 Indemnification by Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 12, each Unit Owner shall indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board and its managing agent(s), and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Occupants, managing agents, directors, officers, agents, tenants, contractors, employees, servants, licensees (collectively, the "Related Parties") from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Unit (or any Exclusive Terrace appurtenant to such Unit or other Common Element dedicated to the exclusive use or under the exclusive control) of such Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Unit Owner, or its respective Related Parties. In addition, Retail Unit Owner shall indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board, and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with claims made by third parties in connection with the exercise of its Retail Sponsorship Rights hereunder.

12.8.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 12, each of the Boards covenants to indemnify, defend and hold each Unit Owner (and each Unit Owner's Occupants) and each other Board, and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon (i) with respect to the Condominium Board, the General Common Elements, and (ii) with respect to the Tower Board, the Tower Limited Common Elements, or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the applicable Board, or its respective Related Parties.

## 12.9 Casualty and Condemnation.

12.9.1 General Common Element Restoration Funds. All insurance proceeds under all policies required to be obtained by the Condominium Board with respect to any property loss (the "GCE Restoration Insurance Proceeds") and all condemnation awards, if any, with respect to the General Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the "GCE Restoration Funds") shall be payable to the Condominium Board, except that if the GCE Restoration Funds shall exceed \$10,000,000, all GCE Restoration Funds shall be payable to the Insurance Trustee.

12.9.2 Use of GCE Restoration Funds: The Condominium Board shall (i) hold in trust on behalf of all Unit Owners any GCE Restoration Funds it receives, (ii) subject to the provisions of Sections 12.9.3 and 12.9.6 hereof, use the GCE Restoration Funds only for GCE Restoration Work and (iii) not commingle the GCE Restoration Funds with other funds being held by the Condominium Board.

12.9.3 Casualty to or Condemnation of General Common Elements; Repair by Condominium Board; GCE Restoration Work.

(a) GCE Restoration Work. Upon the occurrence of a casualty, all Unit Owners shall conclusively be deemed to automatically and irrevocably (except as set forth in Section 12.9.6), voted to restore the General Common Elements, and except as provided herein, in the event of (i) the casualty of all or any part of the General Common Elements, (ii) the taking in condemnation or by eminent domain of all or any part of the General Common Elements, or (iii) the taking in condemnation or by eminent domain of all or any part of a Unit, then, subject to the provisions set forth below, the Condominium Board will arrange for the prompt repair and restoration of the part of the General Common Elements affected by such casualty or impaired by such taking which, pursuant to the provisions of the Declaration or By-Laws, are required to be maintained by the Condominium Board (the "GCE Restoration Work"). In the event of a casualty, such GCE Restoration Work shall restore the General Common Elements so that they are the same type and quality as existed immediately prior to such casualty; provided, however, that alterations to such General Common Elements may be made in accordance with Article 8 hereof. In the event of a taking, such GCE Restoration Work shall take into account the physical constraints imposed by such taking, and accordingly the General Common Elements may be altered (in accordance with Article 8 hereof) to account for such physical constraints; provided, however, that in no event shall the Condominium Board have the right to utilize additional space in any Unit in connection with such restoration, unless such right has otherwise been granted under these Condominium By-Laws or the Declaration or in connection with such taking. Notwithstanding anything herein to the contrary, in no event shall the Condominium Board be obligated to restore any Unit Owner's fit-out to or personal property contained within the Exclusive Terraces.

(b) Disbursement of GCE Restoration Funds; GCE Restoration Funds Request. In the event of any GCE Restoration Funds held by the Insurance Trustee, (a) the Condominium Board shall apply to the Insurance Trustee for disbursement of the GCE Restoration Funds and (b) the Insurance Trustee shall disburse the GCE Restoration Funds to the Condominium Board in installments as the GCE Restoration Work progresses and in accordance with the provisions hereof and the provisions of the Insurance Trustee Agreement. Each request for GCE Restoration Funds (each such request, together with all supporting documentation, herein called a "GCE Restoration Funds Request") shall also be sent to the Unit Owners, the other Boards and all Registered Mortgagees. Advances by the Insurance Trustee shall be made not more than once a month, after the Insurance Trustee's receipt of a written request therefor from the Condominium Board, addressed to the Insurance Trustee, provided that:

(i) such GCE Restoration Funds Request shall be accompanied by a certificate of a Certifying Professional (as defined below) in charge of the GCE Restoration Work (A) requesting payment of specified amounts of the GCE Restoration Funds equal to the amounts then due and owing to contractors or other parties (less any retainage amounts, if any, as determined by the Condominium Board) for performance of all or a portion of the GCE Restoration Work under specific contracts or agreements in respect of the GCE Restoration Work, or to the Condominium Board as reimbursement for a cost of the GCE Restoration Work paid by the Condominium Board, (B) describing in reasonable detail the GCE Restoration Work performed or materials provided under such contracts or agreements, for which GCE Restoration Funds are then being requested, (C) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of the GCE Restoration Work completed to date and materials supplied under such contracts or agreements, (D) stating that all

GCE Restoration Work has been performed substantially in accordance with the plans and specifications for such GCE Restoration Work, and that all such materials have theretofore been incorporated as General Common Elements into the Building (except for such materials specifically delineated as not yet being so incorporated into the Building, and with respect to such materials, stating the status of such materials (if such materials are being fabricated) or stating the location of such materials (if such materials are stored off-site)), (E) stating that the cost to complete the GCE Restoration Work does not exceed the amount of the remaining funds held by the Insurance Trustee and (E) stating that the cost of such GCE Restoration Work and materials has not been previously made the basis of any GCE Restoration Funds Request (such certificate being herein called the "Certificate"); and

(ii) the Insurance Trustee receives waivers of all mechanic's and other similar liens (or title endorsements or other satisfactory evidence) with respect to all of the GCE Restoration Work for which a GCE Restoration Funds Request has previously been made and funded (if and only to the extent that such lien waivers have not been previously provided).

Upon compliance with subsections (i) and (ii) above, the amount requisitioned for such GCE Restoration Work shall be paid to the Condominium Board or the Persons designated in the Certificate. "Certifying Professional" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm retained by the Condominium Board in connection with the GCE Restoration Work, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and which is selected by the Condominium Board.

(c) GCE Restoration Funds Deficiency. If, as part of the Certificate accompanying the GCE Restoration Funds Request, or prior to the commencement of (and also at any time during the prosecution of) the GCE Restoration Work, the Certifying Professional or the Condominium Board reasonably estimates that the cost to complete the GCE Restoration Work exceeds the GCE Restoration Funds then being held by the Insurance Trustee or the Condominium Board, as the case may be, then the Condominium Board shall be required to notify each General Common Charge Obligor of the amount of such estimated deficiency and each General Common Charge Obligor's pro rata allocation thereof based on the Common Interest, and shall be payable by each General Common Charge Obligor as a Special Assessment (hereinafter referred to as a "Special GCE Restoration Assessment"; all such Special GCE Restoration Assessments received by the Condominium Board, the "Special GCE Restoration Assessment Proceeds"). At the election of the Condominium Board, each General Common Charge Obligor shall then pay its respective Special GCE Restoration Assessment either: (i) in a lump sum, to be paid as a Condominium Special Assessment pursuant to and in accordance with Section 6.1.1(k) hereof or (ii) in installments, as may be necessary, in the determination of the Condominium Board, to pay for the GCE Restoration Work. The Special GCE Restoration Assessment Proceeds shall be treated as if such monies were GCE Restoration Funds.

(d) Excess GCE Restoration Insurance Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Condominium Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess GCE Restoration Insurance Proceeds to the General Common Charge Obligors according to the Common Interest of such General Common Charge Obligors affected by the casualty or partial condemnation, as the same may be reasonably and equitably adjusted to reflect the Units affected by any such partial casualty or partial condemnation (after deducting from the amount to be distributed to each General Common Charge Obligor the amount, if any, of any General Common Charges or Condominium Special Assessments (and other charges related thereto imposed under Section 13.6.4 hereof) then due and owing from such General Common Charge Obligor (such deducted amount, a "Delinquency Charge").

(e) Excess Special GCE Restoration Assessment Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Condominium Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess Special GCE Restoration Assessment Proceeds it receives to each General Common Charge Obligor according to the pro rata share of such General Common Charge Obligor's contribution to such Special GCE Restoration Assessment Proceeds, after deducting any Delinquency Charge. If any General Common Charge Obligor fails to pay its Special GCE Restoration Assessment in accordance with the provisions of Section 12.9.3(c) hereof, then the Special GCE Restoration Assessment of such General Common Charge Obligor still due and payable (the "Delinquent Special GCE Restoration Assessment") shall be subject to late charges, interest, expenses and fees, all pursuant to and in accordance with Section 13.6.4 hereof (such charges, the "Special GCE Restoration Assessment Penalties"). Upon payment to the Condominium Board of the Delinquent Special GCE Restoration Assessment, and to the extent not drawn upon and/or applied to such completed GCE Restoration Work, then the Insurance Trustee and/or the Condominium Board, as the case may be, shall distribute the Delinquent Special GCE Restoration Assessment to each General Common Charge Obligor, after deducting any Delinquency Charge, according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds. The Special GCE Restoration Assessment Penalties shall be distributed to each General Common Charge Obligor (excluding the General Common Charge Obligor paying such Special GCE Restoration Assessment Penalties) according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds (taking into account any prior distribution of any excess Special GCE Restoration Assessment Proceeds and after deducting any Delinquency Charge) prior to the payment of the Delinquent Special GCE Restoration Assessment.

12.9.4 Casualty to or Condemnation of Units; Repair by Unit Owners; Unit Restoration Work. Except as provided herein, in the event a Unit (or any Improvement to such Unit's Exclusive Terraces) is damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the affected Unit Owner(s) shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Unit (and any Improvement to the appurtenant Exclusive Terraces, if applicable) so damaged or destroyed by casualty, or such of the Unit (and any Improvement to the appurtenant Exclusive Terraces, if applicable) as shall remain following the taking, (i) to a complete, independent and self-contained architectural whole and/or (ii) to a safe and secure "core and shell" condition, with complete and slightly demising walls, doors and exterior visible surfaces separating such Unit (or any Improvement to such Unit's Exclusive Terraces) from any other Unit (or from any Limited Common Elements appurtenant to such other Unit) or General Common Element visible from outside of the applicable Unit, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), the "Unit Restoration Work"). For the purposes of this Section 12.9.4 and Section 12.9.5 hereof, if any Unit or Units are part of a Sub-Group, the Sub-Board (on behalf of the applicable Unit Owners) may perform the obligations of the applicable Unit Owners. For the avoidance of doubt, Tower LCE Restoration Work shall include structural and roof components of any Exclusive Terrace.

12.9.5 Casualty to or Condemnation of Tower Limited Common Elements; Repair by the Tower Board; Tower LCE Restoration. Except as provided herein, if any portion of the Tower Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the Tower Board (on behalf of the affected Tower Unit Owner(s)), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Tower Limited Common Elements so damaged or destroyed by casualty, or such of the Tower Limited Common Elements as shall remain following the taking, (i) to a condition substantially similar to the condition of such Tower Limited Common Elements as existed immediately prior to such casualty or taking or (ii) to a safe and secure

“core and shell” condition, with secure, complete and slightly demising walls, doors and exterior visible surfaces separating such Tower Limited Common Elements from any other Unit (or from any Limited Common Elements appurtenant to such Unit) or General Common Element visible from outside of the applicable Tower Limited Common Elements, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), with respect to a casualty or taking of the Tower Limited Common Elements, the “Tower LCE Restoration Work”). For the avoidance of doubt, Tower LCE Restoration Work shall include structural and roof components of any Exclusive Terrace.

**12.9.6 Casualty to Seventy Five Percent (75%) or More of the Building.**

Notwithstanding any provision of the Declaration or By-Laws to the contrary, if seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty (a “Significant Casualty”) and if, at any time prior to the execution and delivery of any construction contract relating to the GCE Restoration Work, Unit Restoration Work or Tower LCE Restoration Work (other than a construction contract relating solely to Safety Work (as defined below) or other minor construction work not constituting restoration work), the Condominium Board, on the basis of a Common Interest Vote of more than seventy-five percent (75%), duly votes not to proceed to make the necessary GCE Restoration Work or require the necessary Unit Restoration Work or Tower LCE Restoration Work, as the case may be, then (i) the Condominium Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with applicable Laws, and otherwise make the Property and Building safe (all of the activities described in this clause (i), the “Safety Work”) and (ii) the GCE Restoration Insurance Proceeds, net of the costs and expenses of the Condominium Board hereunder and the cost of any Safety Work, shall be divided among the Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such fund all liens of Registered Mortgagees holding mortgages against such Unit Owner’s respective Unit, and all unpaid charges, liens and Delinquency Charges applicable to such Unit.

**12.9.7 Partial Condemnation.** Notwithstanding anything in the Declaration or these Condominium By-Laws to the contrary, if the Building is partially taken by condemnation or eminent domain (a “Partial Condemnation”), then (i) the Condominium Board shall be required to restore only those General Common Elements necessary for the Units remaining after such Partial Condemnation; (ii) all Unit Owners, including any Unit Owner whose Unit has been partially taken (and irrespective of any condemnation award to such affected Unit Owner therefor), shall contribute to the Condominium Board on a Common Interest basis their pro rata share of the cost for any applicable GCE Restoration Work, and such funds shall be deemed to be GCE Restoration Funds (to the extent any condemnation award with respect to the General Common Elements is either insufficient or unavailable), (iii) the Tower Board shall be required to restore only those Tower Limited Common Elements necessary for the Tower Units remaining after such Partial Condemnation, and (iii) all Tower Unit Owners, including any Tower Unit Owner whose Tower Unit has been partially taken (and irrespective of any condemnation award to such affected Tower Unit Owner therefor), shall contribute to the Tower Board on a Tower Common Interest basis their pro rata share of the cost for any applicable Tower LCE Restoration Work (as defined in the Tower By-Laws), and such funds shall be deemed to be TLCE Restoration Funds (to the extent any condemnation award with respect to the Tower Limited Common Elements is either insufficient or unavailable); provided, however, that any excess GCE Restoration Funds shall, after the completion of the applicable GCE Restoration Work, be returned to Unit Owners (after deducting any Delinquency Charges) on a Common Interest basis, and any excess TLCE Restoration Funds shall, after the completion of the applicable Tower LCE Restoration Work (as defined in the Tower By-Laws), be returned to Tower Unit Owners (after deducting any Delinquency Charges) on a Tower Common Interest basis.

**12.9.8 Total Condemnation.** Notwithstanding any provision of the Declaration or By-Laws to the contrary, if all or substantially all of the Building is taken by condemnation or eminent

domain (a "Total Condemnation") (a) the Condominium Board shall perform any Safety Work which it deems appropriate, (b) any award received by a Unit Owner with respect to the taking of its Unit as part of the Total Condemnation shall be payable to the applicable Unit Owner, after deducting any Delinquency Charges, (c) the Condominium Board shall have no obligation to restore the General Common Elements, and (d) the GCE Restoration Insurance Proceeds, net of the costs and expenses of the Condominium Board hereunder and the cost of any Safety Work, shall be divided among the Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such fund all liens of Registered Mortgagees holding mortgages against such Unit Owner's respective Unit, and all unpaid charges, liens and Delinquency Charges applicable to such Unit.

12.9.9 Restoration Work; Plans. All GCE Restoration Work, Unit Restoration Work and Tower LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the Declaration and these Condominium By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Sections 8.1.1, 8.1.2 and 8.1.3 hereof.

12.9.10 Reallocation of Percentage Interests. (a) If, as a result of a taking or casualty, the gross square footage of any Unit changes, the Condominium Board shall promptly (x) adjust, as of the date of such taking or casualty, the Unit Owner's Common Interest percentage in a manner consistent with the allocation of the Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) adjust, as of the date of such taking or casualty, the Budget, so that the Cost Control Categories and Budget Interests shall continue to reflect the allocation methodologies used to determine such Cost Control Categories and Budget Interests under the Budget in existence immediately preceding such casualty or taking, and (z) subject to the provisions of Article 18 of the Declaration and Article 17 hereof, prepare and record in the City Register's Office an amendment to the Declaration, confirming such reallocation. If the Condominium Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, such dispute shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(b) If a Unit Owner does not (in the course of restoring its Unit, including any Limited Common Element appurtenant thereto, following a casualty) restore the number of gross square feet existing immediately preceding the fire or other casualty, then, notwithstanding the reduction in the number of gross square feet in such Unit Owner's Unit (or such Unit's Exclusive Terrace, if any), such Unit Owner's Common Interest and allocation of General Common Charges shall not be diminished. Likewise, each Unit Owner's Common Interest and allocation of General Common Charges shall not be adjusted or diminished if a Unit Owner chooses to restore its Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 12.9.4 hereof).

(c) Unless otherwise shown on the plans for the rebuilding, repairing, replacement or reconstruction of a Unit, during the period of any rebuilding, repairing, replacement or reconstruction of such Unit the gross square footage previously attributable to that Unit shall be deemed to be the same as existed immediately prior to such period.

12.9.11 [Intentionally Omitted.]

## ARTICLE 13

### EVENTS OF DEFAULT; RIGHTS OF CURE; CONDOMINIUM BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES

#### 13.1 Events of Default.

13.1.1 Types; Notice and Cure Periods. Subject to the terms of Section 13.1.2 hereof, each of the following events shall be deemed an "Event of Default" hereunder (with those arising under "(a)" and "(b)" below being referred to as "Monetary Events of Default" and those arising under "(c)", "(d)" and "(e)" below being referred to as "Non-Monetary Events of Default"):

(a) if a General Common Charge Obligor shall fail to pay when due all or any portion of any of its General Common Charges or all or any portion of any other amounts payable to the Condominium Board under the Declaration or these Condominium By-Laws or any Association Charges or Special Assessments, and such failure continues for a period of fifteen (15) days following receipt by the defaulting General Common Charge Obligor from the Condominium Board of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE CONDOMINIUM BOARD. FAILURE TO MAKE PAYMENT OF SUCH SUMS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE CONDOMINIUM BY-LAWS"; or

(b) if a General Common Charge Obligor shall fail to pay when due any monies expended by the Condominium Board in curing any default by such General Common Charge Obligor under the Declaration or these Condominium By-Laws, and such failure continues for a period of fifteen (15) days following receipt by the defaulting General Common Charge Obligor from the Condominium Board of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE CONDOMINIUM BOARD. FAILURE TO MAKE PAYMENT OF SUCH SUMS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE CONDOMINIUM BY-LAWS"; or

(c) if a Unit Owner or the Tower Board shall fail to obtain and maintain any insurance required to be obtained and maintained by it under such of the Condominium Documents as may be applicable, or fails to effect the renewal or substitution of any such policy at least fifteen (15) days prior to the date set forth in any notice received by any such Person from its insurance company or the Condominium Board as the date (the "Insurance Termination Date") on or as of which any such policy is being terminated, is expiring or will otherwise not be renewed (unless such notice is received by such Person with fewer than fifteen (15) days remaining prior to such Insurance Termination Date, in which case such renewal or substitution shall be required in all events prior to the Insurance Termination Date of the required coverage); and any such failure continues for a period of one (1) business day following receipt by the defaulting Unit Owner or the Tower Board, from the Condominium Board (and/or, in the case of a Tower Unit Owner, the Tower Board), of a notice of default with respect thereto specifying the policy and coverage amount (as applicable) required to be obtained, maintained, or renewed (as the case may be) and stating in bold print: "THIS IS YOUR FINAL NOTICE THAT YOU ARE IN DEFAULT WITH RESPECT TO THE CONDOMINIUM'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN. FAILURE TO OBTAIN, MAINTAIN OR RENEW SUCH REQUIRED POLICY/IES OF INSURANCE WITHIN ONE (1) DAY AFTER THE DATE OF THIS NOTICE SHALL CONSTITUTE



AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE CONDOMINIUM BY-LAWS AND THE PROVISIONS OF ANY APPLICABLE BY-LAWS"; or

(d) if a Unit Owner, the Tower Board or the Condominium Board shall fail (whether due to its action or inaction, or the action or inaction of any Permittee or Occupant of any such Unit Owner or Board) to bond or obtain the release or discharge of any mechanic's lien, or to remove of record, and cure the condition resulting in, any violation required to be released, discharged, removed or cured, as the case may be, in accordance with the provisions of (and within the time periods set forth in) Sections 10.1 and 10.2 hereof, and such failure continues after notice from the person "adversely affected" by such lien or violation (as such term is used in Section 10.1 or 10.2 hereof, as applicable), and beyond the expiration of the cure periods therein, provided that such notice shall specify and identify in reasonable detail the mechanic's lien or violation or condition in question and state in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE OBLIGATED TO [RELEASE OR DISCHARGE A MECHANIC'S LIEN and/or REMOVE A VIOLATION AND CURE THE CONDITION GIVING RISE THERETO] [the inapplicable phrase(s) to be deleted], AS REQUIRED BY ARTICLE 10 OF THE CONDOMINIUM BY-LAWS. FAILURE TO EFFECT SUCH [RELEASE, DISCHARGE, REMOVAL OR CURE] [the inapplicable phrase to be deleted] WITHIN [insert applicable cure period] AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE CONDOMINIUM BY-LAWS"; or

(e) if a Unit Owner or the Tower Board (whether due to its action or inaction, or the action or inaction of any Permittee or Occupant of any such Unit Owner or Board) defaults, in the performance of any non-monetary obligation set forth in the Declaration, these Condominium By-Laws, and/or the Tower By-Laws, as applicable (including, without limitation, the breach of any provision of these Condominium By-Laws or of the Declaration or the violation of any applicable Rules and Regulations), other than any of the matters described in the preceding subparagraphs of this Section 13.1.1, and if such default continues for a period of thirty (30) days following receipt by the defaulting Unit Owner (in the case of any default by a Unit Owner or such Unit Owner's Occupants or Permittees; with a copy to the Tower Board if such defaulting Unit Owner is a Tower Unit Owner, or a copy to the applicable Sub-Board if such defaulting Unit Owner is within such Sub-Board's Sub-Group) or the defaulting Tower Board (in the case of any default by the Tower Board or the Occupants or Permittees of any Tower Units owned by it) of a notice of default from the Condominium Board, or, if the default is of a nature that it cannot reasonably be cured within such thirty (30) day period, if the defaulting Unit Owner (or its Occupant or Permittee) or the Tower Board (or its Occupant or Permittee) fails to: (i) commence such cure as promptly as practicable within such thirty (30) day period; and (ii) thereafter proceed with diligence and continuity to complete such cure (however if a Unit Owner's or the Tower Board's Occupant shall be the cause of or otherwise give rise to the default as to which such notice has been given, no Event of Default shall exist if the Unit Owner or the Tower Board, as the case may be, uses commercially reasonable efforts (and promptly, diligently and continuously attempts) to cause such defaulting Occupant to cure such default (including, without limitation, the commencement and prosecution of an action to evict such Occupant or seeking an order to compel such Occupant to comply)).

13.1.2 Certain Events of Default Suspended by Arbitration. Notwithstanding anything to the contrary contained in Section 13.1.1 hereof, (a) no Event of Default shall be deemed to exist by reason of any act, omission, event or condition which would otherwise give rise to or constitute a Non-Monetary Event of Default for so long as (but only for so long as) such act, omission, event or condition is the subject of an ongoing Arbitration; and (b) a Monetary Event of Default arising solely as a result of the failure to pay any amounts expended by the Condominium Board to cure a Non-Monetary Event of Default under Section 13.1.1(e) hereof (a "Special Monetary Event of Default") shall be deemed not to exist for so long as (but only for so long as) whether or not such Non-Monetary Event of Default exists or existed, or whether or not any such amounts were required to be paid to effectuate such cure, is the

subject of an ongoing Arbitration. For purposes of this Section 13.1.2 only, the Arbitration shall be considered "ongoing" during the period commencing upon the service on all parties thereto of an Arbitration Notice and concluding upon the rendering of a final decision by the arbitrator therein (or other final resolution of the matter in question) in accordance with the procedures applicable to such Arbitration. The foregoing shall not act to limit the right to Arbitration with respect to disputes concerning Monetary Events of Default (i.e., those arising under Sections 13.1.1(a) and (b) hereof, including, without limitation, those arising as a result of the failure to pay any amounts expended by the Condominium Board to cure Non-Monetary Events of Default; provided, however, that except as provided in clause (b) of the first sentence of this Section 13.1.2 with respect to Special Monetary Events of Default, the fact that such an Arbitration is ongoing shall not suspend the existence of such Monetary Event of Default for any purpose hereunder. The provisions of this Section 13.1.2 are subject to the provisions of Section 13.1.5 hereof.

#### 13.1.3 Priority of Recourse Against Tower Unit Owners.

(a) Notwithstanding anything to the contrary contained in this Section 13.1 (other than Section 13.1.5 hereof) or in Section 13.2 hereof and without limiting the rights of the Tower Board as set forth in the Tower By-Laws, the Tower Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Tower Unit Owner as to whom or which any Event of Default under Section 13.1.1(e) above exists. The Tower Board shall, upon request by the Condominium Board or any other Unit Owner, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Tower Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Tower Board under its applicable Tower By-Laws). However, an Event of Default shall in no event be deemed to exist with respect to the Tower Board by reason of any action or inaction by, or an Event of Default existing with respect to, a Tower Unit Owner within the Tower Section (or the Tower Board's action or inaction with respect to the enforcement or cure of the same).

(b) In the event the Tower Board fails, within forty-five (45) days after demand is made of the Tower Board by the Condominium Board, to cause the Tower Unit Owner in question (as described in Section 13.1.3(a) hereof) to cure its Event of Default (or, if such Event of Default is such that the Tower Board cannot reasonably cause the Tower Unit Owner to cure the same within such forty-five (45) day period, the Tower Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Tower Unit to cure its Event of Default), then the Condominium Board shall be entitled to exercise its right to cure any such Event of Default in accordance with the applicable provisions of the Declaration or these Condominium By-Laws.

13.1.4 Any of the notices permitted or required to be sent by or on behalf of the Condominium Board pursuant to this Section 13.1, may be sent by the Condominium's managing agent, if any, in the name of the Condominium Board.

13.1.5 Notwithstanding anything contained in the Declaration or these Condominium By-Laws to the contrary, in the event any Unit Owner, the Tower Board and/or the Condominium Board default in the performance of their respective obligations hereunder or to threaten a breach hereof, any other Unit Owner or Board which is the beneficiary of the provisions or rights in question, may bring an action for specific performance or an injunction against such default or breach, irrespective of any notice and cure periods contained in this Article 15.

13.1.6 Rights to Dispute Events of Default and Time Period to Commence Arbitrations Relating to Events of Default. Notwithstanding any of the foregoing or any other provision hereof, no

Unit Owner or Board shall have the right to dispute that it has committed an Event of Default unless it commences an Arbitration in accordance with the provisions of Article 15 hereof so disputing (a) with respect to any Monetary Event of Default, within thirty (30) days after the expiration of the fifteen (15) day notice period under Section 13.1.1(a) or 13.1.1(b) hereof, whichever is applicable; (b) with respect to Non-Monetary Events of Default under Sections 13.1.1(c) and 13.1.1(d) hereof, within thirty (30) days after the expiration of the cure period set forth in the applicable notice described in Section 13.1.1(c) or 13.1.1(d) hereof (or after the expiration of the cure period required to be set forth in such notice, if longer), whichever is applicable; and (c) with respect to Non-Monetary Events of Default under Section 13.1.1(e) hereof, within thirty (30) days after the Condominium Board notifies the Unit Owner or Board in writing that such Event of Default exists.

### 13.2 Condominium Board's Right to Cure.

13.2.1 When an Event of Default has occurred and for so long as it continues, the Condominium Board may (without the consent of the defaulting Board or defaulting Unit Owner (notwithstanding any other provision of the Condominium Documents which might otherwise require such consent and without notice other than as provided in this Article 13), subject to Section 13.1.3 hereof), but shall not be obligated to, pay the amount or perform or cause to be performed the obligation or otherwise cure or effect the cure of the default which is the basis for such Event of Default (including, for example, by means of causing Repairs or Alterations, or curing violations or removing or bonding mechanic's liens or otherwise as the Condominium Board shall deem appropriate), if the defaulting Unit Owner or Board, as the case may be, shall after all other required notices and after receiving a further notice from the Condominium Board specifying the nature of the Event of Default, and stating "YOU ARE HEREBY NOTIFIED THAT THE CONDOMINIUM BOARD SHALL BE ENTITLED TO EXERCISE ITS RIGHTS TO CURE THE EVENT OF DEFAULT DESCRIBED HEREIN IF YOU DO NOT CURE OR (AS APPLICABLE UNDER SECTION \_\_\_ ) COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH ARTICLE 13 OF THE CONDOMINIUM BY-LAWS, WITHIN \_\_\_ DAYS [to be specified by the Condominium Board but which shall not be less than seven (7) Business Days] AFTER YOUR RECEIPT OF THIS NOTICE, WHICH MAY ENTAIL, WITHOUT LIMITATION, ENTRY BY THE CONDOMINIUM BOARD OR ITS AGENTS UPON YOUR UNIT, LIMITED COMMON ELEMENTS AND EXCLUSIVE TERRACES. AMONG OTHER THINGS, YOU WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY OR ON BEHALF OF THE CONDOMINIUM BOARD IN CONNECTION THEREWITH." fail to cure such circumstances giving rise to such Event of Default, or, if the condition giving rise to a Non-Monetary Event of Default is of a nature such that it cannot reasonably be cured within the period specified in such further notice and after so notifying the Condominium Board within such period, fail, as promptly as practicable within such period, to commence such cure and thereafter proceed with diligence and continuity to complete such cure (unless, notwithstanding the foregoing requirements, such condition giving rise to the Event of Default constitutes an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter). Such right on behalf of the Condominium Board to cure any such matters includes, without limitation, the right: (i) to enter the Unit or its Exclusive Terraces of the defaulting Unit Owner or the Tower Limited Common Elements of the Tower Board, as the case may be, in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner or the Tower Board, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass; and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach. Any funds expended by the Condominium Board, together with interest at the Default Rate from the date of expenditure to the date of repayment, shall be reimbursed by the defaulting Unit Owner or the Tower Board to the Condominium Board on demand and,

if such defaulting Person shall be a General Common Charge Obligor, the same shall, for all purposes hereunder, constitute part of the General Common Charges payable by such Person.

13.2.2 Any Repairs or Alterations performed by the Condominium Board in accordance with the terms of this Section 13.2 shall be the sole responsibility of the Condominium Board with respect to the quality and the proper completion thereof, but the responsibility thereafter for maintenance and related obligations for such item or area shall remain with the Person who had that responsibility prior to such performance by the Condominium Board.

13.3 Default by Condominium Board; Performance by Unit Owners, Sub-Board or the Tower Board. In the event that the Condominium Board fails or neglects (other than to a *de minimis* extent) to perform any obligations (for which appropriate provision has been made in the then applicable Budget or for which an expenditure is otherwise specifically approved by the Condominium Board) with respect to the operation, maintenance, care, upkeep, Alteration or Repair of any part of the Building required to be operated, maintained, cared for, Altered or Repaired by the Condominium Board under the Condominium Documents, any Unit Owner, Sub-Board or the Tower Board adversely affected by such failure or neglect (in such case, a "Performing Party") may, but shall not be obligated to, perform or cause to be performed, all such obligations (in accordance with any applicable provisions of the Condominium Documents with respect to approvals, etc.), if the Condominium Board shall fail: (i) within a period of time not less than thirty (30) days after notice is given to the Secretary of the Condominium Board and to each Condominium Board Member specifying the precise nature and scope of such obligation and default, making demand for performance and/or cure thereof and stating in bold print: "YOU ARE HEREBY NOTIFIED THAT THE CONDOMINIUM BOARD HAS FAILED TO FULFILL ITS OBLIGATIONS WITH RESPECT TO THE OPERATION, MAINTENANCE, CARE, UPKEEP, ALTERATION OR REPAIR OF THE BUILDING AS SET FORTH IN DETAIL IN THIS NOTICE. THE CONDOMINIUM BOARD'S FAILURE TO: (a) CURE THIS DEFAULT OR (AS APPLICABLE) TO COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH ARTICLE 13 OF THE CONDOMINIUM BY-LAWS, OR (b) COMMENCE AN ARBITRATION DISPUTING THE DEFAULT HEREIN DESCRIBED, IN EACH CASE WITHIN \_\_ DAYS [to be specified by the Person giving notice but which shall not be less than thirty (30) days] AFTER YOUR RECEIPT OF THIS NOTICE, SHALL ENTITLE US TO PERFORM SUCH OBLIGATION IN THE NAME OF THE CONDOMINIUM BOARD" (unless, notwithstanding the foregoing requirements, such alleged default constitutes an Emergency, in which case only such prior notice as is practicable under the circumstances (which may, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), to either (x) cure (or if the default is of a nature such that it cannot reasonably be cured within the stated period (except in the case of an Emergency), commence to cure and thereafter proceed with diligence and continuity to complete such cure of) the alleged default or (y) dispute the existence of such alleged default and submit such dispute to Arbitration (and if the Condominium Board does not comply with either clause (x) or clause (y) of this sentence, it shall not have any further right to commence an Arbitration disputing the alleged default). All reasonable sums expended and costs and expenses incurred by the Performing Party in connection with the making or performing of any such operation, maintenance, care, upkeep, Alteration or Repair (to the extent within the scope of nature and scope of the work described in the notices provided to the Condominium Board as set forth above), together with interest thereon (at the Prime Rate for the first twenty days after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by the Condominium Board to the Performing Party; and shall otherwise be allocated to the Unit Owners, as a General Common Expense in the manner set forth in these Condominium By-Laws. The Performing Party shall have a right of offset against sums due to the Condominium Board with respect to amounts due from the Condominium Board as described in the preceding sentence.

13.4 Emergencies Caused by Unit Owners or Board(s).

13.4.1 In the event that an Emergency exists as a result of: (i) the failure or neglect by a Unit Owner (or its Occupants or Permittees) or a Board to perform any obligation with respect to the operation, maintenance, care, upkeep or Repair of its Unit, Section or General Common Elements (including a Unit's Exclusive Terraces), as the case may be; (ii) a condition existing or an occurrence within a Unit or a Common Element, as the case may be; or (iii) the violation by a Unit Owner or a Board (or any Occupants or Permittees of a Unit Owner or a Board) of any of the Declaration, these Condominium By-Laws, the Tower By-Laws, any Sub-By-Laws or the General Rules and Regulations, if any, all the other Unit Owners and the other Boards that are, or that have (or that have Occupants or Permittees that are or that have) Units, Common Elements, property or operations that are threatened or affected by such Emergency, shall have the right, but not the obligation, to enter that portion of the Property in or from which, or as to which, such Emergency exists and to perform or cause to be performed any such operation, maintenance, care, upkeep or Repair or otherwise take any reasonable action under the circumstances to summarily abate and remove, at the expense of the defaulting Unit Owner or Board, as the case may be, such Emergency, but in all events only to the extent reasonably and immediately necessary to do so (i.e., until the Emergency no longer exists), and the party effecting such performance shall not thereby be deemed guilty or liable in any manner of trespass, provided that such party gives the defaulting Unit Owner or Board, as the case may be, such notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none), which notice, to the fullest extent possible, shall describe the Emergency and the actions the party intending to effect performance intends to take, is taking, or has taken to abate such Emergency and further provided that such actions were taken only to the extent reasonably and immediately necessary to cause the Emergency no longer to exist. The reasonable costs and expenses incurred in connection with the making of any such maintenance or Repair or the taking of any such action for which such applicable Unit Owner or Board, as the case may be, is or would be otherwise responsible, together with interest thereon (at the Prime Rate for the first twenty days after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by such Unit Owner or Board, as the case may be, to the Person effecting such performance (the "Curing Person"). The Condominium Board shall have a Condominium Board's Lien (hereinafter described) in respect of amounts owed pursuant to the preceding sentence as if the same were payable to the Condominium Board as part of the General Common Charges payable by such applicable Unit Owner or Board, but such lien shall be held (and enforced) by the Condominium Board for the benefit of the Curing Person.

13.4.2 Any operation, maintenance, Repair or other action taken to abate and remove any such Emergency in accordance with the terms of this Section 13.4 shall be the sole responsibility of the Person taking such action with respect to the quality and the proper completion thereof (and such Person shall be liable for any and all damage caused thereby or in the course thereof and shall indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each other Board and its managing agent(s), and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Related Parties from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with the same); except that the responsibility thereafter for maintenance and related obligations for the item or area Repaired shall remain with the Person who had that responsibility prior to the Emergency.

13.5 Cure of Monetary Events of Default. In the event that a Monetary Event of Default shall occur, each Unit Owner, the Tower Board and any Sub-Board (for purposes of this Section 13.5, collectively, the "Paying Party" or "Paying Person") shall have the right (upon a Majority Member Vote of the Condominium Board but otherwise without the consent of the defaulting Unit Owner or Board and without notice except as otherwise provided in this Section 13.5), but not the obligation, to cure any such Monetary Event of Default by paying to the Condominium Board the entire amount then due and unpaid to the Condominium Board, provided that prior to making any such payment, the Paying Party shall give

notice to the defaulting Unit Owner or Board, each such defaulting Unit Owner's Registered Mortgagee(s), the Secretary of the Condominium, and each Condominium Board Member of its intention to cure the defaulting Unit Owner's or the defaulting Board's Monetary Event(s) of Default if such Monetary Event of Default is not cured by such Person within thirty (30) days following receipt by the defaulting Unit Owner or Board of such notice from the Paying Person. Such notice shall identify and detail the amounts proposed to be paid by the Paying Person and shall state in bold: "YOUR FAILURE TO PAY THE AMOUNTS CURRENTLY DUE TO THE CONDOMINIUM BOARD WITHIN THIRTY (30) DAYS FOLLOWING YOUR RECEIPT OF THIS NOTICE SHALL ENTITLE US, WITHOUT DECREASING ANY OF YOUR OBLIGATIONS IN RESPECT THEREOF, TO PAY SUCH AMOUNTS ON YOUR BEHALF AND TO COLLECT INTEREST FROM YOU IN ACCORDANCE WITH THE TERMS OF THE CONDOMINIUM BY-LAWS." Any funds so advanced by the Paying Person, together with interest at the Default Rate from the date of payment to the date of repayment, shall be reimbursed by the defaulting Unit Owner or Board to the Paying Person; and the Condominium Board shall have a Condominium Board's Lien (hereinafter described) in respect of any such amount as if the same were payable to the Condominium Board as part of the General Common Charges payable by such defaulting Person, but such lien shall be held (and enforced) by the Condominium Board for the benefit of the Paying Person. The defaulting Unit Owner or Board, as the case may be, shall not have the right to dispute the obligation for, or the amount of, any payments made by the Paying Person under this Section 13.5 unless it commences an Arbitration with respect thereto in accordance with the provisions of Article 15 hereof no later than the last day of the thirty (30) day period set forth in the notice described in the second sentence of this Section 13.5.

#### 13.6 Remedies in the Event of a Monetary Default.

13.6.1 The Condominium Board shall take prompt action to collect any General Common Charges, Condominium Special Assessments, Association Charges and Special Assessments which remain unpaid (by a General Common Charge Obligor) following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 13.

13.6.2 The Condominium Board shall have a lien (the "Condominium Board's Lien") for all unpaid General Common Charges, Condominium Special Assessments, Association Charges and Special Assessments, and other sums payable as if part of General Common Charges or amounts otherwise due to the Condominium Board (together with interest thereon as provided in Section 13.6.4 hereof) from a delinquent Unit Owner with respect to such Units. Such lien(s) shall be superior to any mortgage liens of record encumbering such Unit and any Tower Board's Lien on any Tower Unit but only to the extent of General Common Charges included in Tower Common Charges allocated by the Tower Board and subordinate only to (x) the liens of the PILOT Mortgage, (y) the liens for PILOT Overage pursuant to Section 6.1.5 hereof, and (z) liens for real estate taxes and other assessments by taxing authorities on any such Units. Without limiting any of the foregoing, the Condominium Board may: (w) bring an action to foreclose the Condominium Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting General Common Charge Obligor of the applicable provisions of the Declaration or these Condominium By-Laws from which the Monetary Event of Default arose; or (z) exercise any other remedy available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Unit Owner's obligations, there shall be no further cause of action against such Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Unit.

13.6.3 The Condominium Board shall not record any notice of any Condominium Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Condominium Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Condominium Board from recording any Condominium Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Condominium Board was not entitled to record all or any portion of such Condominium Board's Lien, the Condominium Board shall, as promptly as practicable following such determination and at the Condominium Board's expense, cause its Condominium Board's Lien (or portion thereof) to be released and discharged. The Condominium Board's Lien shall be effective from and after the time of recording in the public records of New York County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the liber and page of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 13.6.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Condominium Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Condominium Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Unit Owner shall be liable to the Condominium Board for any deficiency with respect to a Unit owned by such Unit Owner and upon which the Condominium Board has foreclosed its Condominium Board's Lien. In the event of the foreclosure of such lien, the Condominium Board shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

13.6.4 The Condominium Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of \$.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Condominium Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Condominium Board or by any managing agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Condominium Board's Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Condominium Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

### 13.7 Grantee Liable for Unpaid General Common Charges; Statement of Defaults.

13.7.1 To the extent applicable, upon any voluntary conveyance of a Unit (other than in connection with a deed-in-lieu to the Condominium Board or the Condominium Board's designee), the grantee of such Unit shall (subject to the proviso clause of the penultimate sentence of Section 13.6.3

hereof) be liable for all unpaid General Common Charges pertaining to such Unit (which Unit shall continue to be subject to any Condominium Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

13.7.2 Any General Common Charge Obligor may request from the Condominium Board for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid General Common Charges (or Special Assessments or other charges or fees assessed by the Condominium Board) pertaining to such General Common Charge Obligor; stating whether there exists any known default under the Declaration or these Condominium By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these Condominium By-Laws, and stating whether the Declaration and these Condominium By-Laws are in full force and effect; and the Condominium Board shall provide such statement within ten (10) Business Days after request therefor. The Condominium Board shall be entitled to charge the requesting General Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Condominium Board may request a statement from each General Common Charge Obligor, that, except as may be otherwise specified, the Condominium Board is not in default under any of its obligations under the Declaration or these Condominium By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 13.7 shall act as a waiver of any claim between the addressee and the Condominium Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Condominium Board to any liability for the negligent or inadvertent failure of the Condominium Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to General Common Charges as provided for in the Condominium Documents, or to challenge acts committed by a Unit Owner for which approval by or consent of the Condominium Board was required but not sought or obtained.

13.8 Title of Condominium Board on Foreclosure. Subject to Section 14.4 hereof, in the event of the Condominium Board's purchase of any Unit at a foreclosure sale, or in the event that any Unit Owner shall convey its Unit to the Condominium Board in accordance with Section 339-X of the Real Property Law, title to such Unit shall be held by the Condominium Board or its designee on behalf of all Unit Owners, and the Condominium Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote the Common Interest appurtenant to) such Unit.

13.9 Tower Unit Owners. The provisions of the Tower By-Laws provide for the remedies of the Tower Board in the event of a failure by the Tower Unit Owner to pay the Tower Common Charges assessed against its Tower Unit.

13.10 ERY FAPOA.

13.10.1 [Intentionally Omitted]



13.10.2 The Condominium Board shall assess and collect Association Charges and Special Assessments from all Unit Owners as provided in Section 6.1.1 hereof. Each Unit Owner shall be responsible to fund in a timely manner its Individual Association Share of the total Association Charges and Special Assessments. If a Unit Owner (a "Defaulting Unit Owner") fails to so fund its Individual Association Share, the Condominium Board may impose a Condominium Special Assessment on the other Unit Owners in order to meet the obligation of the Condominium to pay Association Charges and Special Assessments, but such Condominium Special Assessment shall not relieve the Defaulting Unit Owner of its obligations.

13.10.3 Each Unit shall be subject to levy or execution for the satisfaction of any monetary liability under the Master Declaration solely to the extent of the Individual Association Share of such Unit Owner of such Unit. In accordance with the Master Declaration and the ERY FAPOA Declaration, in the event of a default by the Condominium in payment of such Association Charges and/or Special Assessments to the Association, a lien shall exist upon the Unit of each Unit Owner in favor of the Association, solely to the extent of such Unit Owner's unpaid Individual Association Share, which lien shall include such Unit Owner's obligation for the costs of collection of such Unit Owner's unpaid Individual Association Share. Such lien shall have the same priority as the Condominium Board's Lien, and shall be superior to all other liens on the Unit, except (x) the liens of the PILOT Mortgage, and (y) to the extent provided in Section 339-z of the New York Real Property Law (or other applicable Law), the lien of any real property taxes.

13.10.4 The Condominium Board and the Unit Owners acknowledge that the ERY FAPOA Declaration provides that prior to enforcing its rights under the ERY FAPOA Declaration against a Unit Owner, the Association shall first use reasonable efforts to enforce its rights against the Condominium Board. In the event that the Condominium Board does not timely perform its obligations under the ERY FAPOA Declaration, the Association and the Yards Parcel Owner shall have the right at any time thereafter to obtain from the Condominium Board the names of any Unit Owners who have not paid their Individual Association Shares. In no event shall Yards Parcel Owner be obligated to bring suit against the Condominium Board or to exhaust remedies against the Condominium Board prior to making demand on the Unit Owners to fund their Individual Association Shares.

13.10.5 The Condominium Board shall give a copy of any notice of default received by it from the declarant under the Master Declaration or from the Association with respect to the ERY FAPOA Declaration to each Unit Owner, other Board and Registered Mortgagee. If the Condominium Board fails to do so, each Unit Owner and other Board may cure such default, and shall promptly notify the Condominium Board of its intent. If more than one Unit Owner or such other Board notifies the Condominium Board of such intent, Unit Owners or other Board shall have priority to cure such default in order of their Common Interests, with the Unit Owner or other Board with the highest Common Interest having the highest priority. A Registered Mortgage shall also have the right to cure such default on behalf of its Unit Owner or other Board.

13.10.6 In the event that the Condominium Board fails to perform its obligations hereunder with respect to any YP Obligation Assessment and the Association fails to cause the Condominium Board to remedy such failure within ten (10) business days of the occurrence thereof, the Yards Parcel Owner shall be entitled, at its election, to make demand on and/or exercise any remedies against the Unit Owners directly to fund their respective Individual Association Shares of such YP Obligation Assessment. In no event shall the Yards Parcel Owner be obligated to bring suit against the Condominium Board or to exhaust remedies against the Condominium prior to making such demand on the Unit Owners to fund their Individual Association Shares of such YP Obligation Assessment or exercising any other remedies of the Yards Parcel Owner hereunder against the Condominium. Any suit by the Yards Parcel Owner against the Condominium Board and/or each Unit Owner to enforce the

obligation to pay a YP Obligation Assessment may, at the option of the Yards Parcel Owner, be brought in a single action or successive actions (subject to any applicable statute of limitations). No Unit Owner shall be liable for payment of more than its Individual Association Share of any YP Obligation Assessment, and any Unit Owner that has duly paid its Individual Association Share of a YP Obligation Assessment to the Board shall not be obligated to pay any duplicative amount to the Yards Parcel Owner. Yards Parcel Owner shall hold any funds received from the Unit Owners on account of the YP Obligation Assessment in the name of and for the account of Yards Parcel Owner, and shall apply such funds to the Condominium's Association Share (as defined in the ERY FAPOA Declaration) of obligations under the Master Declaration.

13.10.7 The obligations of the Condominium Board and its rights (and the rights of the Yards Parcel Owner) against the Unit Owners pursuant to this Section 13.10 are essential elements permitting the development of the Property. Every deed conveying title to a Unit to a Unit Owner, and every lease of all or substantially all of a Unit, shall make reference to the provisions of this Section 13.10, and shall expressly state that the Condominium Declaration and/or the applicable conveyance is subject to the ERY FAPOA Declaration.

13.10.8 In no event may the provisions of this Section 13.10 be amended, modified, deleted or waived without the express written consent of Yards Parcel Owner.

## ARTICLE 14

### SALES, LEASES AND MORTGAGES OF UNITS

14.1 Sales, Leases and Mortgages of Units. Any Unit Owner, with respect to its Unit, may, without the prior consent of any Board, Declarant or any other Unit Owner, sell, assign or otherwise transfer, lease or encumber its Unit (whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise, but subject to the restrictions on use and leasing provided herein or in any other of the Condominium Documents); provided, however, that: (i) no lien to secure repayment of any sum borrowed may be created on any other Unit without the prior written consent of the owner of such other Unit or on any of the Common Elements (as opposed to the applicable Unit Owner's undivided interest therein) without the prior written consent of all affected Boards and Unit Owners; (ii) no Unit Owner (other than such borrowing Unit Owner), nor any Board, will be liable for repayment of any portion of any such loan, unless all such Unit Owner(s) and Boards, as applicable, otherwise so agree in writing. Any lease for all or part of a Unit shall be consistent with and shall be deemed to incorporate by reference the terms of the Condominium Documents.

14.2 Registered Mortgagee Requirements; Rights of Registered Mortgagees. (a) The term "Registered Mortgage" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Unit Owner: (i) which shall comply with the provisions of this Article 14; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Condominium Board, together with a certification by the indebted Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. The term "Registered Mortgagee" shall also include the mortgages held by (1) Tower Construction Lender, as administrative agent for the benefit of certain lenders, and Retail Construction Lender, as administrative agent for the benefit of certain lenders which are intended to encumber certain Units immediately following the recording of the Declaration, as each mortgage may be increased, amended, restated, modified, split, severed and assigned (except for any assignment in connection with a refinancing) from time to time (each a "Construction Loan Mortgage"), and (2) Hudson Yards Infrastructure Corporation ("PILOT Mortgagee"), with respect to the PILOT Mortgages. In the event of any assignment of a Registered Mortgagee or in the event of a change of address of a Registered

Mortgagee or of an assignee of such Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Condominium Board. The term "Registered Mortgagee" as used herein shall mean the record holder of a Registered Mortgage from time to time (subject to the preceding sentence). The term "Mezzanine Pledge" as used herein shall mean a pledge of direct or indirect equity in a Unit Owner, a true and correct copy of which has been delivered to the Secretary of the Condominium Board, together with a certification by the indebted Unit Owner or the mortgagor confirming that such copy is a true and correct copy of the pledge in question. The term "Mezzanine Lender" as used herein shall refer to the holder of a Mezzanine Pledge from time to time (subject to the preceding sentence). All Registered Mortgages and Mezzanine Pledges shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration and these Condominium By-Laws (and the provisions thereof and hereof) and to the Condominium Board's Lien(s), except with respect to the PILOT Mortgages; and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration and these Condominium By-Laws.

(b) If a Unit Owner or its Registered Mortgagee or its Mezzanine Lender shall have served on the Secretary of the Condominium Board, as described in the preceding subparagraph, a notice ("RM Notice") specifying the name and address of such Registered Mortgagee or Mezzanine Lender, such Registered Mortgagee and/or Mezzanine Lender shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Condominium Board or another Person intends to cure an Event of Default) described in Sections 13.1, 13.2, 13.4 and 13.5 hereof) required or permitted to be given to such Registered Mortgagee's or Mezzanine Lender's mortgagor pursuant to the Declaration or these Condominium By-Laws and each Final Operating Statement at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Unit Owner or Registered Mortgagee or Mezzanine Lender. After receipt of an RM Notice from a Unit Owner or Registered Mortgagee or Mezzanine Lender, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Registered Mortgagee's or Mezzanine Lender's mortgagor under the Declaration or these Condominium By-Laws by the Condominium Board (or any other party entitled to give such notice) shall be effective as to such Registered Mortgagee and/or Mezzanine Lender unless and until a copy thereof shall have been so given to the Registered Mortgagee(s) and/or Mezzanine Lender(s). If a Registered Mortgagee so provides or otherwise requires, then any insurance proceeds or condemnation award payable to a Unit Owner pursuant to the provisions hereof shall, upon notice from a Registered Mortgagee of such mortgagor, be delivered instead to such Person's Registered Mortgagee but applied as provided in the applicable provisions hereof (including, without limitation, Section 12.9 hereof) and of the Declaration. For purposes of this Section 14.2(b), (x) Tower Construction Lender, as administrative agent for the benefit of certain lenders, shall be deemed to have given an RM Notice with respect to each Construction Loan Mortgage specifying the same addresses that are set forth in the documents governing such Construction Loan Mortgage, and shall be Registered Mortgagee of the Tower Units for so long as any such Construction Loan Mortgage remains in effect, (y) Retail Construction Lender, as administrative agent for the benefit of certain lenders, shall be deemed to have given an RM Notice with respect to each Construction Loan Mortgage specifying the same addresses that are set forth in the documents governing such Construction Loan Mortgage, and shall be Registered Mortgagee of the Retail Unit for so long as any such Construction Loan Mortgage remains in effect, and (z) PILOT Mortgagee shall be deemed to have given an RM Notice with respect to each of the PILOT Mortgages specifying the same addresses that are set forth in the documents governing such PILOT Mortgages, and shall be a Registered Mortgagee of the Tower Units, provided that such status as a Registered Mortgagee shall not reduce the rights afforded to the PILOT Mortgagee hereunder, for so long as any PILOT Mortgages remain outstanding with respect to such Tower Unit.

(c) If more than one Registered Mortgagee having a lien on any Unit has exercised any of the rights afforded by this Section 14.2, only that Registered Mortgagee, to the exclusion of all other Registered Mortgagees, whose Registered Mortgage is most senior in priority of lien with respect to such Unit (the "Senior RM") shall be recognized by the other Unit Owner(s) and Boards as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Condominium Board, such Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 14.2(c).

(d) Each Registered Mortgagee and Mezzanine Lender shall have the right, but not the obligation, to cure any Event of Default by such Registered Mortgagee's or Mezzanine Lender's mortgagor. The Condominium Board, each Board and all Unit Owners shall accept performance by a Registered Mortgagee (or its designee or nominee) or Mezzanine Lender of any covenant, condition or agreement on the part of a Unit Owner to be performed hereunder with the same force and effect as though performed by such Registered Mortgagee's or Mezzanine Lender's mortgagor, even if such performance is after the applicable time period set forth in Section 14.2(e) hereof.

(e) Notwithstanding any other provision of the Declaration or these Condominium By-Laws to the contrary, upon the occurrence of an Event of Default by a Unit Owner, no remedies contemplated under the Condominium Documents (other than (x) the remedies set forth in Section 13.4.1 hereof; (y) giving a notice pursuant to the first sentence of Section 13.5 hereof; and (z) unless clause (2) of this sentence applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 13.1.1(d) or Section 13.1.1(e) hereof, the remedies set forth in Section 13.2.1 hereof) shall be exercised by any Board or Unit Owner with respect thereto if a Registered Mortgagee or Mezzanine Lender of such Unit Owner shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Unit, within thirty (30) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "Default Notice"), cure (or cause to be cured) such Non-Monetary Event of Default; provided, however, that if the default is of a nature that it cannot reasonably be cured within such thirty (30) day period, and the applicable Registered Mortgagee has commenced to cure during such thirty (30) day period and then diligently and continuously pursues such cure until completion, such period of time in which to cure shall be extended for so long as commercially reasonably necessary to effectuate such cure, or (3) with respect to any Non-Monetary Event of Default in respect of which ownership or control of the applicable Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Units, and then diligently and continuously pursue such cure until completion (which may include, without limitation, the commencement of an action to appoint a receiver or the commencement of an action to foreclose on the applicable Unit).

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to a Unit Owner but such defaulting Person's Registered Mortgagee is taking the actions described in Section 14.2(e) hereof (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and designate the Board Member that such defaulting Unit Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were the Designator thereof; (ii) the Registered Mortgagee shall be entitled to vote at all Unit Owners Meetings the Common Interest that the Unit Owner would otherwise have been entitled to vote thereat and to give any consent or

approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the Condominium Board shall rely (and be entitled to rely) on the votes of or actions taken by the Registered Mortgagee or the Board Member designated by it in determining the appropriateness of any action to be taken. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Condominium receives the written notice described in the last sentence of Section 2.9.5 hereof and the last sentence of Section 3.7.1 hereof. Payment or performance of any obligation of a Unit Owner by a Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Unit Owner's Unit) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform in the future.

(g) Without limiting any other express grant of rights to a Mezzanine Lender as set forth in the Condominium Documents, a Mezzanine Lender shall have the rights of a Registered Mortgagee with respect to the matters set forth in the penultimate sentence of Section 3.4; Section 5.1(c); the last sentence of Section 5.4; the last sentence of Section 13.6.2; the parenthetical in the first sentence of Section 13.6.3; and Section 13.7.2; and the first sentence of Section 13.10.5 of the Condominium By-Laws, to the extent not inconsistent with the rights of any Registered Mortgagee with respect to the applicable Unit.

14.3 No Severance of Ownership. No Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Unit without including therein its entire Common Interest appurtenant to such Unit. Any such mortgage or deed 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. Nothing in this Section 14.3 shall prohibit the lease of all or any portion of a Unit without the simultaneous lease of its appurtenant Common Interest.

14.4 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common; Waiver of Right of Surrender. (a) In the event that any Unit Owner shall convey its Unit to the Condominium Board in accordance with Section 339-X of the Real Property Law, or any Unit shall be acquired by the Condominium Board or its designees (either at a foreclosure sale or otherwise) on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

(b) Each Unit Owner shall be deemed to have waived any and all right to surrender its Unit (together with its Appurtenant Interests) to the Condominium Board.

14.5 Net Leases of Units by Declarant.

14.5.1 Declarant shall have the right to enter into one or more net lease(s) (each, a "Declarant Net Lease") of each Unit owned by it with a third party, pursuant to which voting rights with respect to such Unit are delegated to such third party to the extent set forth therein, without restriction, which Declarant Net Lease shall be subject, however, to the provisions of the Declaration and these Condominium By-Laws. The term Declarant Net Lease shall include the Parcel A Lease, the Parcel B Lease or a Severed Subparcel Lease. The lessee under a Declarant Net Lease is herein called a "Declarant Net Lessee", and the lessor under a Declarant Net Lease is herein called a "Declarant Net Lessor".

14.5.2 Each Declarant Net Lessee shall provide the Condominium Board and each Unit Owner with its name and address and any changes thereto.

14.5.3 Each Declarant Net Lessee shall provide the Condominium Board with a redacted copy of its Declarant Net Lease.

14.5.4 The Condominium Board (and, if applicable, any Unit Owner) shall (i) accept payment of any sum or performance of any act by a Declarant Net Lessee required to be paid or performed by Declarant or a Declarant Net Lessor, as the owner of a Unit, pursuant to the provisions of the Condominium Documents, with the same force and effect as though paid or performed by Declarant or a Declarant Net Lessor, and (ii) deal with the Declarant Net Lessee in all respects as if it were the Unit Owner of the applicable Unit owned by Declarant or a Declarant Net Lessor, including, without limitation, the enforcement of all defaults and other remedies under the Declaration and these Condominium By-Laws, without first having to exercise any remedies against Declarant or a Declarant Net Lessor.

14.5.5 Each Declarant Net Lessee shall (to the exclusion of Declarant or a Declarant Net Lessor) have all of the rights and obligations of the Unit Owner of the applicable Unit under the Declaration and these Condominium By-Laws, including, without limitation, the rights under Articles 14 and 16 of the Declaration and the rights to designate Board Members as set forth in Section 2.2.11 hereof and to call for and vote at meetings of Unit Owners as set forth in Section 3.7.7 hereof, subject, however, to the provisions of the next to last sentence of Section 2.2.11 and last sentence of Section 3.7.7 hereof, respectively.

14.5.6 The Condominium Board and each Unit Owner shall give to each Declarant Net Lessee and (so long as a Declarant Net Lease is in effect) to Declarant or a Declarant Net Lessor copies of all notices given to Unit Owners or the Condominium Board, as the case may be, pursuant to the provisions of the Declaration and these Condominium By-Laws.

14.5.7 Wherever the Condominium Documents would grant the Condominium Board a Condominium Board's Lien or other lien on account of the failure by a Declarant Net Lessee to pay any General Common Charges, Condominium Special Assessments, Association Charges, Special Assessments or other amounts that such Declarant Net Lessee is obligated to pay the Condominium Board hereunder or another Unit Owner under the terms of the Condominium Documents (including without limitation Section 2.2.11 hereof) or such Declarant Net Lease, such Condominium Board's Lien or other lien shall encumber Declarant Net Lessee's leasehold interest under the applicable Declarant Net Lease (and be superior to the interest of any leasehold mortgagee of any such Declarant Net Lease) and the Condominium Board may exercise its remedies under Section 13.6.2 hereof with respect to such leasehold interest.

14.5.8 The provisions of this Section 14.5, the second sentence of Section 2.1.3 and Section 3.7.7 hereof may not (so long as a Declarant Net Lease is in effect) be amended without the consent of Declarant or the Declarant Net Lessor.

#### 14.6 Net Leases of Units by Unit Owners.

14.6.1 Each Unit Owner shall have the right to enter into a lease with a third party of all or substantially all of such Unit Owner's Unit (any such lease, upon the giving of the Net Lease Designation Notice set forth in Section 14.6.2, a "Net Lease"), which Net Lease shall be subject, however, to the provisions of these Condominium Documents. The lessee under a Net Lease is herein called a "Net Lessee", and the lessor under a Net Lease is herein called a "Net Lessor". For the avoidance of doubt, the provisions herein and in the Declaration with respect to Net Leases shall not apply to Declarant Net Leases which shall be governed exclusively by the provisions herein and in the Declaration and Tower By-Laws with respect to Declarant Net Leases.

14.6.2 A lease of all or substantially all of a Unit shall be deemed a Net Lease under these Condominium Documents upon the giving by the Net Lessor to the Condominium Board, the Tower Board and each Unit Owner a notice stating that it has entered into a Net Lease (specifying the name of and designating a business address for the Net Lessor), including a redacted copy of its Net Lease and a statement that the Net Lessee shall be deemed the Net Lessee of such Unit for purposes of the provisions hereof and the Declaration with respect to Net Leases, including, without limitation, the second sentence of Section 25.3 of the Declaration (the foregoing a "Net Lease Designation Notice").

14.6.3 The Boards (and, if applicable, any Unit Owner) shall (i) accept payment of any sum or performance of any act by a Net Lessee required to be paid or performed by Net Lessor, as the owner of a Unit, pursuant to the provisions of the Condominium Documents, with the same force and effect as though paid or performed by such Unit Owner or Net Lessor, and (ii) subject to Section 14.6.9 below, deal with the Net Lessee in all respects as if it were the Unit Owner of the applicable Unit owned by such Unit Owner or a Net Lessor.

14.6.4 Subject to Section 14.6.9 below, all rights of the Unit Owner of the applicable Unit under these Condominium Documents, including, without limitation, Section 25.3 of the Declaration, shall be deemed transferred to the Net Lessee during the term of the Net Lease, such that each Net Lessee (to the exclusion of Net Lessor) shall have any and all rights of a Unit Owner during the term of the Net Lease. For the avoidance of doubt, each right of a Unit Owner shall at all times during the term of the Net Lease belong to and be exercisable by Net Lessee and never to both Net Lessor and Net Lessee jointly or severally.

14.6.5 Notwithstanding the foregoing, the Condominium Board and each Unit Owner shall give to each Net Lessee and (so long as a Net Lease is in effect) to Net Lessor copies of all notices given to Unit Owners or the Condominium Board, as the case may be, pursuant to the provisions of the Declaration and these Condominium By-Laws.

14.6.6 Wherever the Condominium Documents would grant a Board a Condominium Board's Lien (with respect to the Condominium Board) or a Tower Board's Lien (with respect to the Tower Board) or other lien on account of the failure by a Net Lessee to pay any General Common Charges, Condominium Special Assessments, Association Charges, Special Assessments or other amounts that such Net Lessee is obligated to pay the Condominium Board hereunder or Tower Common Charges, Tower Special Assessments that such Net Lessee is obligated to pay the Tower Board under the Tower By-Laws or another Unit Owner under the terms of the Condominium Documents (including without limitation Section 2.2.11 hereof) or such Net Lease, such Condominium Board's Lien, Tower Board's lien or other lien shall also encumber Net Lessee's leasehold interest under the applicable Net Lease (and be superior to the interest of any leasehold mortgagee of any such Net Lease) and the Condominium Board may exercise its remedies under Section 13.6.2 hereof and Tower Board may exercise its remedies under Section 13.6.2 of the Tower By-Laws with respect to such leasehold interest.

14.6.7 [Intentionally Omitted.]

14.6.8 It shall be the sole obligation of the Net Lessor to notify the Condominium Board and Tower Board by written notice of the expiration or of any default under the Net Lease. The Condominium Board and Tower Board shall have no liability for any failure, through oversight or negligence, in notifying or seeking the approval, consent or vote of Net Lessor following such expiration or default for at least fifteen (15) Business Days following receipt by the Condominium Board or Tower Board, as applicable, of such written notice.

14.6.9 Without modifying any terms or agreements as between Net Lessor and Net Lessee as may be set forth in the Net Lease or any other agreement between Net Lessor and Net Lessee, nothing herein shall be deemed to waive any claim against Net Lessor or to relieve Net Lessor of any obligations or liabilities under these Condominium Documents, and Net Lessor as Unit Owner shall continue to remain primarily liable as Unit Owner under the Condominium Documents. Additionally, nothing herein or in the Declaration acts as a waiver of any claims as between Net Lessor and Net Lessee under the Net Lease or such other agreements.

## ARTICLE 15

### ARBITRATION

#### 15.1 General Procedure; Time Period for Commencement of Arbitrations.

15.1.1 Except as may otherwise be expressly provided in the Condominium Documents, any dispute, controversy or claim between or among any one or more of the Condominium Board, the Tower Board, Sub-Boards (if any) and Unit Owners arising out of or concerning the Condominium Documents or any other matter which the Condominium Documents provide shall be settled in "Arbitration" (each, for purposes of this Article, a "Dispute"), 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 15 and the then applicable expedited commercial arbitration rules of the American Arbitration Association (the "AAA"), provided that if and to the extent that the terms of this Article 15 differ from or conflict with the then applicable expedited commercial arbitration rules, the arbitration shall be governed in accordance with and pursuant to the terms and provisions of this Article 15 (each such proceeding, an "Arbitration"). Nothing in this Article or elsewhere in the Condominium Documents shall (unless otherwise expressly provided) require Arbitration of any dispute between: (a) any Boards or Unit Owners on the one hand; and (b) any third-parties (including, without limitation, mortgagees, Occupants, insurers and managing agents) on the other. In accordance with Section 25.3 of the Declaration, as used in this Section 15.1 "Unit Owner" refers to either the Unit Owner or its Net Lessee and/or Declarant Net Lessee.

15.1.2 The intent of this Article 15 is to simplify and expedite the resolution of any Dispute; and accordingly, all such Disputes, to the fullest extent possible, shall be determined in accordance with the expedited, modified "baseball"-type arbitration provisions set forth in Section 15.3.1 hereof. However, with due recognition that not all such Disputes are amenable to complete resolution utilizing such arbitration procedures, other and further arbitration procedures are set forth in Section 15.3.2 hereof to resolve Disputes requiring the same for complete resolution. In all events, however, every Arbitration shall be conducted in as expedited a manner as is practicable under the circumstances and each party thereto shall cooperate in good faith toward such end.

15.1.3 Supplementing the first sentence of Section 15.1.1 hereof, and subject to clause (2) of Section 15.9 hereof and except as may otherwise be expressly provided in these Condominium By-Laws (including Sections 11.2.2 and 13.1.5 hereof) and the Declaration, any dispute with respect to whether any Board or Unit Owner shall be entitled to make any determination (including, without limitation, with respect to whether a matter constitutes a Major Decision or whether the consent or approval of a Unit Owner or Board is required for an action or determination, including, without limitation, votes to be made by Parcel A/B Representative) shall be settled by Arbitration; provided, however, that except as may otherwise be expressly provided in these Condominium By-Laws and the Declaration, no such dispute shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board or the other party/ies asserting the right to make such determination within sixty (60) days after receipt of (in the case of the Condominium Board, actual



written) notice of such determination (or assertion of the right to make the same) by the Condominium Board or other party/ies.

15.2 Request for Arbitration; Selection of Arbitrator.

15.2.1 The Person invoking the procedures set forth in this Article (the "Requesting Party") shall give notice (an "Arbitration Notice") to the other party/ies to the Dispute (*i.e.*, to the other Unit Owner(s) involved in the Dispute, if any, and/or to the Condominium Board and/or the Tower Board and/or any Sub-Boards, as applicable; each, a "Disputing Party"; together with the Requesting Party, the "Disputing Parties") with a copy to the Condominium Board, each Unit Owner and each Board, which Arbitration Notice shall: (a) request that the Dispute be submitted to Arbitration; (b) set forth with particularity the nature of the Dispute sought to be arbitrated; (c) identify, in the reasonable judgment of the Requesting Party, whether the Dispute is a Simple Dispute (as defined below) or a Complex Dispute (as defined below); (d) describe the nature of the outcome sought (e.g., a determination that an adjoining Unit is not being maintained in accordance with Project Standards); (e) identify any Person(s) reasonably likely to be affected by the outcome (whether or not such other Person(s) is/are Disputing Party/ies); and (f) state that the Requesting Party desires to meet within ten (10) days after the giving of the Arbitration Notice with the other Disputing Party/ies to attempt to agree on a single arbitrator (the "Arbitrator") to resolve the Dispute described in the Arbitration Notice. Any Person who or which, within such ten (10) day period, gives notice to each of the Disputing Parties, with a copy to the Condominium Board, each Unit Owner, the Tower Board and any Sub-Board, that it is intervening in the Arbitration, shall have the right to so intervene and shall thereafter be deemed to be an additional "Disputing Party". The Disputing Parties shall also attempt to agree on whether the Dispute is a Simple Dispute or a Complex Dispute. Absent agreement, unless the Arbitrator decides otherwise, the Dispute shall be deemed a Simple Dispute. If the Disputing Parties have not resolved the Dispute or agreed on a single Arbitrator within fifteen (15) days after the initial giving of the Arbitration Notice, then any Disputing Party (including the Requesting Party) may apply to the New York City office of the AAA, or, if the AAA shall not then exist or shall fail, refuse or be unable to act such that the Arbitrator is not appointed by the AAA within thirty (30) days after application therefor, then any Disputing Party (including the Requesting Party) may apply to the presiding judge of the highest court of appellate jurisdiction located in the County of New York (the "Court") for the appointment of the Arbitrator and none of the Disputing Parties shall raise any question as to such Court's full power and jurisdiction to entertain the application and make the appointment. The date on which the Arbitrator is appointed, by agreement of the Disputing Parties, by appointment by the AAA or by appointment by the Court, is referred to herein as the "Appointment Date." If any Arbitrator appointed hereunder shall be unwilling or unable, for any reason, to serve, or continue to serve, a replacement shall be appointed in the same manner as the original Arbitrator. The giving of an Arbitration Notice shall be deemed to be the commencement of the Arbitration by the Disputing Party for purposes of the provisions hereof and of the Declaration that require that an Arbitration be commenced by a specified date.

15.2.2 Each Arbitrator shall be disinterested and impartial, shall not be affiliated with any Disputing Party nor otherwise engaged by any Disputing Party or any Affiliate of any Disputing Party, and shall have at least ten (10) years' experience with the matter which is the subject of the Arbitration.

15.2.3 Before hearing any testimony or receiving any evidence, the Arbitrator shall agree to hear and decide the controversy faithfully and fairly and a written copy of such agreement shall be delivered to each Disputing Party.

15.2.4 As used in this Article 15:

(a) A “Simple Dispute” means: (i) a Dispute between two Disputing Parties where the outcome will affect only such two Disputing Parties (e.g., where a Unit Owner claims to have a right of approval with respect to an Alteration proposed by another Unit Owner); or (ii) a Dispute involving more than two Disputing Parties where the outcome with respect to any two of the Disputing Parties may be determined without effect on the outcome with respect to other Disputing Parties (e.g., where more than one Unit Owner claims to have a right of approval with respect to an Alteration proposed by another Unit Owner; each claim of such right may be determined without risk of inconsistency with any determination regarding any other Person asserting the same right).

(b) A “Complex Dispute” means a Dispute between two or more Disputing Parties, where the outcome will directly or indirectly affect other Persons (e.g., a Dispute with respect to allocation of a certain General Common Expense; a reduction in the assessment therefor against one General Common Charge Obligor will increase the allocation of all other General Common Charge Obligors).

### 15.3 Conduct of Arbitration Proceeding.

15.3.1 Simple Arbitrations. Arbitration of a Simple Dispute shall be conducted in accordance with the then applicable expedited commercial arbitration rules of the New York City office of the AAA, modified as follows:

(a) Within fifteen (15) days after the Appointment Date, each Disputing Party shall deliver to the Arbitrator two (2) copies of its written proposed determination with respect to the matter being arbitrated (a “Simple Determination”) together with any evidence, documentation, or other materials supporting the same. After the submission of such Simple Determination, the submitting Person may not make any additions to or deletions from, or otherwise change, such Simple Determination. If any Disputing Party fails to deliver its Simple Determination within such time period, and within five (5) days following notice by the Arbitrator stating that failure to deliver a Simple Determination within such five-day period shall preclude the submission of same, time being of the essence with respect thereto, such Disputing Party shall be deemed to have irrevocably waived its right to deliver a Simple Determination. If as a result of such deemed waiver, only one Simple Determination has then been submitted, the Arbitrator, without holding a hearing, shall accept the Simple Determination submitted. If no Disputing Party shall have timely delivered a Simple Determination, then the Arbitration shall be deemed terminated. If, after any deemed waiver(s) for failure to deliver a Simple Determination, more than one Disputing Party has timely submitted a Simple Determination, then the Arbitrator shall, within three (3) days after its receipt of the Simple Determination(s), deliver a copy of each Simple Determination (together with the materials submitted in support thereof) to the other Disputing Party/ies except as otherwise provided in Section 15.3.1(b) hereof.

(b) Within five (5) days after the Arbitrator receives all of the submitted Simple Determinations (the “Submission Date”), the Arbitrator shall review the same and determine whether the Dispute is, in fact, a Simple Dispute or should be arbitrated as a Complex Dispute. If the Arbitrator determines that the Dispute is a Simple Dispute, the succeeding provisions of this Section 15.3.1 shall apply. If the Arbitrator determines that the Dispute is a Complex Dispute, the Arbitrator shall send a notice of such determination to each Disputing Party; and the Arbitrator may also advise the Disputing Parties that the Determinations previously submitted will not be delivered to the other Disputing Parties and/or must be amended (with respect to matters of form or subject matter) so that a complete resolution of the Complex Dispute may be achieved. The Arbitrator’s determination regarding the type of Dispute shall be binding on each Disputing Party. Unless all Disputing Parties in any particular Dispute otherwise agree, there shall be only one Arbitrator. Any Simple Dispute converted to a

Complex Dispute in accordance with this Section shall be determined in accordance with the procedures set forth in Section 15.3.2 hereof and the provisions of Sections 15.3.1(d) and (e) hereof shall not apply.

(c) Not more than fifteen (15) days after the Submission Date, and upon not less than seven (7) days' notice to the Disputing Parties, the Arbitrator shall hold one or more hearings with respect to the Simple Dispute. The hearings shall be held in the City of New York, at such location and time as shall be specified by the Arbitrator. Each of the Disputing Parties shall be entitled to present evidence and to cross-examine witnesses at the hearings subject to any limitations thereon deemed appropriate by the Arbitrator. Such limitations may include, among other things, precluding the presentation of any evidence not submitted by the proffering Disputing Party together with its Simple Determination. The Arbitrator shall have the authority to adjourn any hearing to such later date as the Arbitrator shall specify, provided that in all events all evidence shall be submitted and all hearings shall be concluded not later than thirty (30) days after the Submission Date.

(d) The Arbitrator shall be instructed, and shall be empowered only, to select the Simple Determination(s) which the Arbitrator believes is/are the more (or most, as the case may be) accurate determination of the matter which is the subject of the Arbitration. Without limiting the generality of the foregoing, in rendering his or her decision, the Arbitrator shall not add to, subtract from or otherwise modify the provisions of the Condominium Documents or any of the Simple Determinations.

(e) The Arbitrator may grant injunctive or other relief.

15.3.2 Complex Disputes. Arbitration of a Complex Dispute shall be conducted in accordance with the then applicable expedited commercial arbitration rules of the New York City office of the AAA, modified as follows:

(a) The Arbitration shall commence within thirty (30) days after the Appointment Date (the "Commencement Date").

(b) The last Arbitration hearing shall be held within twenty-five (25) days after the first Arbitration hearing.

(c) Not more than fifteen (15) days after the Commencement Date, and upon not less than seven (7) days' notice to the Disputing Parties, the Arbitrator shall hold one or more hearings with respect to the Complex Dispute. The hearings shall be held in the City of New York, at such location and time as shall be specified by the Arbitrator. Each of the Disputing Parties shall be entitled to present evidence and to cross-examine witnesses at the hearings subject to any limitations thereon deemed appropriate by the Arbitrator. The Arbitrator shall have the authority to adjourn any hearing to such later date as the Arbitrator shall specify, provided that in all events all evidence shall be submitted and all hearings shall be concluded not later than thirty (30) days after the Commencement Date.

(d) The Arbitrator may grant injunctive or other relief.

15.3.3 Rendering the Arbitration Determination(s).

(a) The Arbitrator shall render his/her selection of Simple Determination(s), in the case of a Simple Dispute, within seven (7) days; and shall render its determination, in the case of a Complex Dispute, within twenty (20) days, in each case after the conclusion of the hearing(s) required by Section 15.3.1 or 15.3.2 hereof, as applicable. The same shall be rendered in a signed and acknowledged

written instrument, original counterparts of which shall be sent simultaneously to all of the Disputing Parties.

(b) The Arbitration decision, determined as provided in this Section 15.3, shall be conclusive and binding on the Disputing Parties and any other Party who or which received the notices provided for in this Article; shall constitute an "award" by the Arbitrator within the meaning of the AAA rules and applicable Laws; and judgment may be entered thereon in any court of competent jurisdiction.

15.4 Fees and Costs. Except as may otherwise be provided in the Condominium Documents in any particular instance:

(a) Each Disputing Party shall bear the fees and expenses of its counsel, consultants, other professionals and expert witnesses in connection with any Arbitration; however, all such costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration shall constitute a General Common Expense (or as otherwise provided in this Article or in the Condominium Documents).

(b) In any Simple Dispute, the fees, costs and expenses of the Arbitrator shall be borne (equally, as applicable) by the Disputing Party/ies in the Arbitration whose Simple Determination(s) was/were not accepted.

(c) In any Complex Dispute, as part of the Arbitrator's award, the Arbitrator shall make a fair allocation between the Disputing Parties, or to any one Disputing Party, of the Arbitrator's fees and the expenses of the Arbitration, taking into account the merits of each Disputing Party's claims and defenses, and if the Arbitrator determines that any Disputing Party's claims or defenses were without merit, the Arbitrator may direct the Disputing Party making such meritless claims or defenses to pay such amount as damages to the other Disputing Party/ies as the Arbitrator may determine.

15.5 Limitation on Power of Arbitrators. The Arbitrator 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 Condominium Documents or Rules and Regulations (except to the extent the issue of whether any of the Rules and Regulations are inconsistent with any of the provisions of the Condominium Documents is the subject of the applicable Arbitration), and his/her powers and jurisdiction are hereby limited accordingly. In no event shall any Board or Unit Owner seek (or shall the Arbitrator award) punitive, special or exemplary damages or, as against the Condominium Board, consequential damages, and the power of the Arbitrator shall be so limited.

15.6 Agreement by Parties.

15.6.1 By unanimous agreement of all parties to a dispute required or permitted to be submitted to Arbitration, such parties may vary the provisions of this Article 15 or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

15.6.2 This Article shall constitute a written agreement pursuant to any applicable statute to submit any Dispute to Arbitration.

15.7 No Evidentiary or Preclusive Effect. Except as between or among the Disputing Parties (or any other Person bound by any determination as herein provided), or otherwise in connection with the enforcement of the matters covered by the determination therein, no determination or other finding in an Arbitration may be used as *res judicata* against any Disputing Party (or other Person) in connection with any claim, suit or cause of action brought by any third party.

15.8 Binding Effect. With respect to all matters required by the Condominium Documents to be resolved in Arbitration, subject to Section 15.1.1 hereof, each Person bound by the terms of the Condominium Documents shall be deemed to have waived any and all rights such Person may at any time have to revoke their consent under the Condominium Documents to submit to Arbitration and to abide by the decision rendered therein, and agrees that a judgment or order may be entered in any court of competent jurisdiction based on an Arbitration award.

15.9 Exclusions from Arbitration. Notwithstanding any provision of the Condominium Documents to the contrary, the following disputes or matters shall not be subject to Arbitration:

(1) any dispute regarding any indemnity claim for property damage and/or personal injury;

(2) where an approval or consent by a Board Member, Unit Owner or Board is (pursuant to Section 19.1.2 hereof or otherwise) provided to be within any such Person's "sole discretion" (or words of like import), any dispute relating to whether such approval or consent was properly given or withheld; provided, however, that disputes regarding whether a Board Member, Unit Owner or Board has any right to approve of or consent to matter, and/or whether such matter is one which such Person has the right to determine in its sole discretion, shall be subject to Arbitration; and

(3) any other matter expressly identified in the Condominium Documents as being "non-arbitrable" or not subject to arbitration (or words of like import).

## ARTICLE 16

### GENERAL RULES AND REGULATIONS

Without limiting clause (15) of Section 2.2.2 hereof, all General Rules and Regulations adopted from time to time by the Condominium Board shall be non-discriminatory and uniformly applied against the Unit Owners and the Subdivided Unit Groups. None of the General Rules and Regulations shall be in conflict with these Condominium By-Laws or the Declaration. Each Unit Owner may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of its Unit. Notice and a copy of any newly adopted General Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Condominium Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

To the extent adopted by the Condominium Board, all Unit Owners and their respective designees and Occupants will communicate with the Condominium Managing Agent using the computer systems or other management systems so designated by the Condominium Managing Agent.

## ARTICLE 17

### AMENDMENTS TO DECLARATION AND/OR BY-LAWS; MAJOR DECISIONS

17.1 General Provisions Regarding Amendment. Subject to the provisions contained herein and in the Declaration with respect to amendments solely for the purpose of, and to the extent required for, effecting the subdivision and/or combination of Units:

17.1.1 Condominium Board Vote. The Condominium Board may, by a Common Interest Vote of 66-2/3% (subject to the provisions of Section 17.1.2), amend, modify, add or delete any provision of the Declaration and/or Condominium By-Laws; provided, however, that:

(a) no Board Member (to the extent otherwise entitled to vote) shall be entitled to vote in favor of any such amendment, modification, addition or deletion (in each case, an "Amendment") to the Declaration and/or Condominium By-Laws unless the Designator of such Board Member shall have obtained the consent of its Registered Mortgagees, if any, and such consent (except for those deemed given, as hereinafter described) shall be in writing;

(b) unless required by Law, no Amendment to the Declaration and/or Condominium By-Laws (for the avoidance of doubt, references to the Declaration include any exhibits to the Declaration) shall be made which shall affect to more than to a *de minimis* extent a Unit Owner, the Tower Board (or one or more Tower Unit Owners) or any Sub-Board (or one or more Units within such Section) unless the affected Unit Owner or the applicable Board shall consent thereto;

(c) No amendment to the Allocation Schedule or Tower Allocation Schedule shall be made which affects the allocation or method of allocation with respect to a certain Unit Owner's Unit without the affected Unit Owner's consent thereto;

(d) No amendment of or to this Section 17.1.1 shall be made without the prior affirmative consent of each Unit Owner; and

(e) No amendment may be made to the Condominium Documents which would in any manner (1) impair the priority of the liens of the PILOT Mortgages or the protections afforded PILOT Mortgagee for so long as any PILOT Mortgage remains outstanding without PILOT Mortgagee's prior written consent, which may be given or withheld in its sole discretion or (2) increase the obligations or reduce the rights of the Agency under the Project Documents (as each such term is defined in the Tower A Agency Lease).

(f) Notwithstanding the foregoing, with respect to those Areas and easements described in Exhibit O of the Declaration benefitting two (2) or more Unit Owners, the terms of such generally exclusive rights and obligations may be amended, modified, added to or deleted by the mutual agreement of all such benefitted Unit Owners, without the consent of any other Unit Owner or Board; provided, however, that if such amendment, modification, addition or deletion impairs the rights or increases the obligations of any other Unit Owner or Board, the affirmative consent of such impacted Unit Owner or Board shall also be required.

17.1.2 Without limiting the provisions of Section 17.1.1 hereof, the following actions require in each instance, before any of the following actions may be taken, (1) as to the Amendments referred to in clauses (a)-(c) below, a Common Interest Vote of at least seventy-five percent (75%), (2) as to the Amendments referred to in clauses (d)-(g) below, the affirmative vote of all Unit Owners or Subdivided Unit Groups owning a Unit or Units consisting of not less than one full floor of the Building,

(3) as to the Amendments referred to in clauses (h)-(i) below, the prior written approval of the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner), (4) as to the Amendments referred to in clause (j) below, the prior written approval of each Tower Unit Owner (with respect to the Time Warner Unit, if the Time Warner Unit has been subdivided, the Designated TW Owner) other than the Ob Deck Unit Owner, (5) with respect to clause (k) below, the prior written approval of each Tower Unit Owner (with respect to the Time Warner Unit, if the Time Warner Unit has been subdivided, the Designated TW Owner), and (6) with respect to clause (l) below, the unanimous consent of all Unit Owners who have VIP Parking Rights pursuant to these Condominium Documents.

(a) Amendments to the Condominium Board quorum requirements as provided in Section 2.9 hereof;

(b) Amendments to any provisions specifying (1) the voting interests (including Common Interest or Budget Interests) of Board Members as provided in these Condominium By-Laws, including, without limitation, Section 2.9 hereof, (2) votes cast by Unit Owners or (3) the Common Interest or Budget Interest required to prevail in any election, determination, vote or decision-making (*provided that* if any such provision requires a vote in excess of the vote, Common Interest or Budget Interest specified in the first paragraph of this Section 17.1.2, any Amendment to such provision shall require such higher vote, Common Interest or Budget Interest);

(c) Amendments to the notice requirements with respect to annual and special meetings of the Unit Owners as provided herein (including, without limitation, the provisions of Sections 3.1-3.4 hereof) and meetings of the Condominium Board as provided herein (including, without limitation, the provisions of Section 2.6 hereof);

(d) Any Amendment to the Signage Plan (attached as Exhibit E to the Declaration), subject to any applicable provisions of the Signage Plan requirements which provide that no consent or approval of the Condominium Board or another Unit Owner is required (including, without limitation, to the extent provided in the Condominium Documents rights of the Retail Unit Owner to modify Signage on or at the Retail Building without approval of the Condominium Board or any other Unit Owner). Following any necessary approvals or consents, Amendments to the Signage Plan (together with evidence of such necessary approvals and consents, if any) may be reflected in the books and records of the Condominium without the need for a recorded amendment to the Condominium Documents;

(e) Any Amendment of the location of the Condominium Restricted Areas or any consent or approval given by the Condominium Board to the Association with respect to the location of the Exterior Zone as shown on Exhibit M to the Declaration;

(f) Any action to change the permitted uses of a Unit as set forth in the Condominium Documents;

(g) Any Amendment to (A) Exhibit D, P or Y of the Declaration, or (B) Sections 1.4.1(iii), 1.5, 8.5, 8.6, 14.2, 19.1 or Article 10 of the Declaration;

(h) Any Amendment to Exhibit H, N, R or Y, of the Declaration;

(i) Any Amendment of (A) Sections 1.4.1, 1.4.2, 1.4.3, 1.4.6, 1.4.7 and 1.4.8 (for so long as WM Entities occupy more than 125,000 Rentable Square Feet in the aggregate in the Tower Building (or if WM Entities do not occupy the same due to then ongoing construction, move-in, casualty, alterations and/or Force Majeure) of the Declaration or (B) Sections 1.4.4, 1.4.5, 5.1.2, 5.2.2, 15.17, 15.21 and 15.22 of the Declaration;

- (j) Any Amendment to Exhibit J or V;
- (k) Any Amendment to Sections 15.10, 15.12, 15.15, 15.16 of the Declaration; and
- (l) Any Amendment to Exhibit U or any other rules, regulations or protocols adopted by the Tower Board bearing on the use of the VIP Parking Area and VIP Drop-Off/Waiting Area.

Any dispute over whether any proposed action is permitted by this Section 17.1.2 shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof. The actions, modifications and amendments described in this Section 17.1.2 and Section 17.1.3 hereof are collectively referred to as "Major Decisions."

17.1.3 Without limiting the provisions of Section 17.1.1 or 17.1.5 hereof, none of the following actions shall be taken without the concurrence of the Board Member designated by the Unit Owner of the affected Unit (or the Declarant Net Lessee of a Declarant Net Lease of such Unit), provided such Board Member has been appointed by a Unit Owner in Good Standing:

- (a) Amendments to the Condominium Documents governing the rights of the Unit Owner to lease, sell, transfer, convey, pledge, mortgage or otherwise transfer or encumber its Unit, including, without limitation, as set forth in Article 14 hereof; and

- (b) Amendments to the Condominium Documents that would have more than a *de minimis* adverse effect upon the use or occupancy (in accordance with the applicable standards set forth in the Condominium Documents) of such Unit.

Any dispute over whether any proposed action is permitted by this Section 17.1.3 shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof. No Amendment of or to this Section 17.1.3 shall be made without the prior affirmative consent of each Unit Owner.

17.1.4 Tower Unit Owner Vote. The Tower Unit Owners within the Tower Section shall, subject to compliance with Section 17.1.5(b) hereof, have the right to amend, modify, add or delete any provision of the applicable Tower By-Laws in accordance with the terms and conditions of such Tower By-Laws (including, without limitation, with respect to Major Decisions).

17.1.5 (a) Review and Approval by Unit Owners and the Boards. The Condominium Board shall submit a draft of any proposed Amendment to the Declaration and/or Condominium By-Laws to each Unit Owner, the Tower Board and any Sub-Board. With respect to any proposed Amendment to the Declaration and/or Condominium By-Laws which affects to more than a *de minimis* extent a Unit Owner, or Board (with respect to such Board or one or more Unit Owners within such Board's Section), such affected Unit Owner, or Board, as the case may be, shall (subject to the provisions of Section 17.1.6 hereof) have the right to approve or disapprove such amendment prior to its adoption by the Condominium Board. With respect to any proposed Amendment to the Declaration and/or Condominium By-Laws which does not affect to more than a *de minimis* extent a Unit Owner or a Board (with respect to such Board or one or more Unit Owners within such Board's Section), each such non-affected Person shall also (subject to the provisions of Section 17.1.6 hereof) have the right to approve or disapprove such Amendment, however, such approval may not be unreasonably withheld, conditioned or delayed. Any approval or disapproval of a proposed Amendment to the Declaration and/or Condominium By-Laws shall be given by each Person entitled to give the same within fifteen (15) Business Days of such Person's receipt of a written request therefor, and each such Person's failure to timely respond to any such request (*i.e.*, within such fifteen (15) Business Day period) shall constitute (and be deemed to constitute) such



Person's approval of the proposed Amendment. Notwithstanding the foregoing, the approval of any Unit Owner or a Board shall not be required at any time that an Event of Default exists and is continuing with respect to such Person (although, any otherwise required approval of such Person's Registered Mortgagees, if any, shall continue to be required).

(b) Tower By-Laws. Notwithstanding any provision to the contrary contained in the Declaration or the Tower By-Laws, at least fifteen (15) days prior to adopting any proposed Amendment (or any Amendment approved by its Tower Unit Owners, subject to any required consents and approvals) to its Tower By-Laws, the Tower Board shall submit a copy of the proposed Amendment to each Unit Owner and all other Boards.

17.1.6 Review and Approval by Mortgagees. Each Unit Owner and Board shall submit a draft of any proposed Amendment to the Declaration and/or Condominium By-Laws to its Registered Mortgagee, if any, and each such Registered Mortgagee whose mortgage grants it such right shall have the right to approve or disapprove such amendment prior to the Board Member designated by its mortgagor (in the case of a Unit Owner) or its Board, as the case may be, being entitled to vote for the adoption of such Amendment by the Condominium Board (and provided that any such approval may not be unreasonably withheld, delayed or conditioned if the third sentence of Section 17.1.5(a) hereof applies). Any approval or disapproval of a proposed Amendment to the Declaration and/or Condominium By-Laws shall be given by each Registered Mortgagee entitled to give the same within fifteen (15) Business Days after such Registered Mortgagee's receipt of a written request therefor, and if a Registered Mortgagee does not respond within fifteen (15) Business Days of such request, the applicable Board shall provide a second notice which shall provide such Registered Mortgagee with an additional five (5) Business Days' notice to respond to such request, and each Registered Mortgagee's failure to timely respond to any such second request (i.e., within such additional five (5) Business Day period) shall constitute (and be deemed to constitute) such Registered Mortgagee's approval of the proposed Amendment. The approval of a Registered Mortgagee, as the case may be, shall (if required pursuant to the foregoing provisions of this Section 17.1.6) continue to be required notwithstanding that an Event of Default exists and is continuing with respect to such mortgagee's mortgagor or such representative's Board, as the case may be.

17.2 Recording of Amendments. No Amendment to the Declaration and/or Condominium By-Laws or any Tower By-Laws or Sub-By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the City Register's Office.

17.3 Execution and Delivery of Amendments. Any Amendment to the Declaration and/or Condominium By-Laws, Sub-By-Laws or Tower By-Laws may be executed: (i) if on behalf of the applicable Board, by the President or Vice President and the Secretary or an Assistant Secretary of such Board; and (ii) if on behalf of a Unit Owner, by any general partner, managing member, officer or other authorized person of such owner. If the Amendment requires the approval of certain Unit Owners and/or Boards, or such of those Persons which in the aggregate represent a specified Common Interest pursuant to the terms of the Condominium By-Laws, then there shall be attached to such Amendment an original executed certification of a Secretary or Assistant Secretary of the Condominium Board, certifying that such Unit Owners and Boards approved the Amendment in writing in accordance with the terms in these Condominium By-Laws. In such certification shall be described the identity, number and/or Common Interest of the Persons so consenting and (if voted upon) the date(s) and time(s) of the votes.

17.4 Amendments Affecting the Underlying Agreements and/or the MTA. Notwithstanding any provision herein to the contrary, for so long as any of the Underlying Agreements or the Project Labor Agreements are in full force and effect, no Amendment to the Declaration and/or Condominium By-Laws may be effected which would contravene and/or would directly or indirectly constitute or give

rise to a default under either such instruments or would act as a material impediment to the performance of the obligations thereunder. Further, in no event may:

17.4.1 the provisions of Section 13.10 hereof be amended, modified, deleted or waived without the express written consent of the Declarant named herein (and not the Declarant Net Lessee) and the Yards Parcel Owner (as defined in the Master Declaration);

17.4.2 the provisions of Sections 8.2 or 8.3 of the Declaration be amended, modified, deleted or waived without the express written consent of the Yards Parcel Owner (as defined in the Master Declaration);

17.4.3 the provisions of Section 25.1 of the Declaration be amended, modified, deleted or waived without the express written consent of the Declarant named herein (and not the Declarant Net Lessee); or

17.4.4 the provisions of Section 25.2 of the Declaration be amended, modified, deleted or waived without the express written consent of the relevant Declarant Net Lessor.

No amendment of or to this Section 17.4 shall be made without the prior affirmative consent of Declarant named herein (and not the Declarant Net Lessee) and, if applicable, the Yards Parcel Owner (as defined in the Master Declaration) (with respect to Sections 17.4.1 and 17.4.2) or the relevant Declarant Net Lessor (with respect to Section 17.4.4 only).

17.5 Stairway B Amendment. The Tower Unit Owners and the Time Warner Unit Owner hereby consent to any amendment to the Condominium Documents and Floor Plans to be made by the Time Warner Unit Owner, any other Tower Unit Owner or either the Condominium Board or the Tower Board pursuant to which the portion of the Time Warner Unit which consist of the entirety of "Stair B" (as shown on the Floor Plans) from the ground to the 38<sup>th</sup> floor terminus and the pressurization room at the 39<sup>th</sup> floor (all as shown on the Floor Plans) will be converted to Tower Limited Common Elements, as well as any pro rata adjustments to the Common Interests of the Tower Unit Owners in connection therewith.

## ARTICLE 18

### INSURANCE TRUSTEE

#### 18.1 Insurance Trustee.

18.1.1 Insurance Trustee. (a) Appointment of Insurance Trustee; Voting. The Condominium Board shall appoint the insurance trustee (the "Insurance Trustee") with a Majority Member Vote; provided, however, that if the Insurance Trustee is not chosen pursuant to the initial Majority Member Vote, then the Person who was nominated to be the Insurance Trustee and who received the lowest number of votes shall be eliminated as a candidate for Insurance Trustee, and the Condominium Board shall then choose an Insurance Trustee from the remaining candidates with a Majority Member Vote. The aforescribed voting procedure for eliminating the candidate with the lowest number of votes shall be repeated until an Insurance Trustee is chosen.

(b) Qualifications. The Insurance Trustee shall at all times be (i) a savings bank, (ii) a savings and loan association, (iii) a credit union, (iv) a commercial bank or trust company (whether acting individually or in a fiduciary capacity), (v) an insurance company organized and existing under the laws of the United States or any state thereof, (vi) a governmental agency, body or entity, (vii)

an employee benefit, pension or retirement plan or fund, (viii) a commercial credit corporation or (ix) the Retail Construction Lender or the Tower Construction Lender; provided, that each of the above entities shall qualify as an Insurance Trustee within the provisions of this subsection only if each such entity shall (a) be subject to (y) the jurisdiction of the courts of the United States of America or of the State of New York in any actions and (z) the supervision of (A) the Comptroller of the Currency or the Department of Labor of the United States or the Federal Home Loan Bank Board or the Insurance Department or the Banking Department or the Comptroller of the State of New York, or the Comptroller of New York City or any successor to any of the foregoing agencies or officials, or (B) any agency or official exercising comparable functions on behalf of any other state within the United States, or (C) any federal, state or municipal agency or public benefit corporation or public authority advancing or insuring mortgage loans or making payments that, in any manner, assist in the financing, development, operation and maintenance of improvements, or (D) in the case of a commercial credit corporation, the laws and regulations of the state of its incorporation, and (b) have individual or combined assets, as the case may be, of not less than Five Hundred Million and 00/100 Dollars (\$500,000,000.00), and (c) not be an Affiliate of any Unit Owner or Board.

(c) Insurance Trustee Agreement. Any GCE Restoration Funds received by the Insurance Trustee shall be held by the Insurance Trustee for restoration of the General Common Elements or for distribution to the Unit Owners or Boards, as applicable, as provided in these Condominium By-Laws, and the Insurance Trustee shall act otherwise in accordance with the terms and provisions hereof. If any GCE Restoration Funds exceed \$10,000,000, the Condominium Board shall remit to the Insurance Trustee, promptly upon receipt of same, all GCE Restoration Funds. The Insurance Trustee shall be entitled to receive from the Condominium Board the Insurance Trustee's reasonable fees, compensation and expenses (all as approved by the Condominium Board) for acting as Insurance Trustee and may retain said fees, compensation and expenses, free of trust, from monies held by it. Each Unit Owner and Board (if applicable) shall contribute to the Condominium Board the same percentage share of such fees, compensation and expenses as each such Unit Owner and Board bears with respect to the cost of insurance under the Budget. Any Insurance Trustee appointed to act hereunder shall execute an agreement (the "Insurance Trustee Agreement") with the Condominium Board, which agreement shall specifically incorporate the provisions of this Article 18 and shall otherwise be consistent with these Condominium By-Laws and approved by the Condominium Board.

18.1.2 Liability of Insurance Trustee. The Insurance Trustee shall not be liable or accountable for any action taken or disbursement made in good faith by the Insurance Trustee or any of its Related Parties, except that arising from the gross negligence, willful misconduct or bad faith of the Insurance Trustee or its Related Parties. The Insurance Trustee shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or award paid (or to be paid) in respect of the General Common Elements, unless the Insurance Trustee shall have been given an express written authorization from the Condominium Board. In addition, the Insurance Trustee may rely conclusively on any Certificate furnished by a Certifying Professional to the Insurance Trustee which appears on its face to have been properly furnished in accordance with the provisions of Section 12.9.3 hereof and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

18.1.3 Indemnification of Insurance Trustee. In consideration of the services rendered by the Insurance Trustee, the Condominium Board shall agree to indemnify and hold harmless the Insurance Trustee and its Related Parties from any and all damage, liability or expense of any kind whatsoever (including, but not limited to, reasonable attorneys' fees and expenses) incurred in the course of Insurance Trustee's duties hereunder or in the defense of any claim or claims made against Insurance Trustee or any of its Related Parties by reason of its appointment hereunder, except where due to the gross negligence, willful misconduct or bad faith of the Insurance Trustee or its Related Parties.

18.1.4 Interest on Deposited Funds. (a) The Insurance Trustee shall hold any GCE Restoration Funds in trust for the uses and purposes herein provided, and shall not commingle such monies with the Insurance Trustee's own funds or any other funds. The Insurance Trustee shall hold such monies in an account or accounts maintained in the City of New York in an Approved Bank(s) which is a member of The Clearing House or its successor organization. Unless otherwise approved in writing by the Condominium Board, such proceeds shall be invested in reasonably prudent investments, including without limitation certificates of deposit, recognizing preservation of capital as the primary investment obligation, and which shall at all times provide sufficient liquidity necessary in order to have sufficient funds available for the disbursement of funds which may be required under these Condominium By-Laws. As used herein, the term "Approved Bank" shall mean a bank or financial institution that has a minimum long-term unsecured debt rating of at least "A" by at least two of the following rating agencies: Standard & Poor's Rating Services, a Division of the McGraw-Hill Companies, Inc., Duff & Phelps Credit Rating Co., Moody's Investors Service, Inc. and Fitch ICBA, Inc.

(b) GCE Restoration Funds shall be applied to the payment of the costs of GCE Restoration Work before using any portion of such funds for any other purpose (other than the Insurance Trustee's fees or expenses), and then in accordance with the terms and provisions of these Condominium By-Laws. Any interest paid or received by the Insurance Trustee on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Insurance Trustee. Each deposit of insurance proceeds and/or condemnation award shall be held and accounted for separately by the Insurance Trustee. Notwithstanding anything in the Declaration or these Condominium By-Laws to the contrary, if, pursuant to and in accordance with Section 12.9.6 hereof, the Condominium Board votes not to rebuild the Building after a Significant Casualty, then the Insurance Trustee shall remit all GCE Restoration Funds to the Condominium Board.

18.1.5 Resignation and Removal of Insurance Trustee; Successor Insurance Trustee.

(a) The Insurance Trustee may resign by serving not less than sixty (60) days' prior notice to the Condominium Board. Within such sixty (60) day period, the Condominium Board shall appoint a substitute Insurance Trustee pursuant to and in accordance with Section 18.1.1 hereof, and the resigning Insurance Trustee shall transfer all funds, together with copies of all records, held by it as Insurance Trustee to such substitute, at which time its duties as Insurance Trustee shall cease. If an Insurance Trustee is not appointed within the sixty (60) day period, the resigning Insurance Trustee shall continue to hold, receive and invest any funds payable to the Insurance Trustee hereunder but shall have no other duties or obligations as Insurance Trustee other than to invest the funds as herein provided and to transfer all funds and records to the new Insurance Trustee when selected; provided, however, that the Insurance Trustee may, after not less than twenty (20) days' prior written notice to the Condominium Board (given no sooner than forty (40) days after the resignation notice referred to above), deposit such funds with either a court of competent jurisdiction or with a bank or trust company in New York, New York who qualifies as an Insurance Trustee.

(b) If the Insurance Trustee is a Registered Mortgagee and such Insurance Trustee ceases to be a Registered Mortgagee, the Condominium Board may select a successor Insurance Trustee in accordance with the provisions of Section 18.1.1 hereof.

(c) The Condominium Board may replace the Insurance Trustee for any reason.

## ARTICLE 19

### MISCELLANEOUS

#### 19.1 Approvals and Consents.

19.1.1 Wherever the consent or approval of Declarant is required under these Condominium By-Laws or the Declaration, such consent or approval shall not be required when Declarant (either directly or through its Affiliates) no longer owns any Units or has otherwise expressly assigned or delegated all such rights pursuant to Declarant Net Leases or otherwise.

19.1.2 Any approval or consent of a Board, Declarant, any Unit Owner (or Declarant Net Lessee) or Board Member required under the Declaration or these Condominium By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these Condominium By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board, Declarant, Unit Owner (or the Declarant Net Lessee of such Unit) or Board Member is required under the Declarations or these Condominium By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

19.1.3 Notwithstanding that the consent and/or approval of any Board, Declarant, Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the managing agent for any of the foregoing Persons.

19.1.4 Notwithstanding any other provision of the Declaration and these Condominium By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all General Common Charge Obligors and the Tower Board, as the case may be, simply by virtue of their status as Unit Owners, General Common Charge Obligors or Board, as the case may be.

19.2 Waiver. No provision contained in the Declaration, these Condominium By-Laws or the General Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

19.3 Captions. The index hereof and 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 Condominium By-Laws or the intent of any provision hereof.

19.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Condominium By-Laws, Sub-By-Laws and/or Tower By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Condominium By-Laws and those of either or both of the Sub-By-Laws or the Tower By-Laws, the terms of these Condominium By-Laws shall in all events govern; and (iii) the terms of any General Rules and Regulations and those of either or both of Sub-Rules and Regulations or the Tower Rules and Regulations, the terms of any General Rules and Regulations shall in all events govern.

#### 19.5 Certain References.

19.5.1 A reference in these Condominium By-Laws 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.

19.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Condominium By-Laws refer to these entire Condominium By-Laws and not to the particular provision in which the terms are used.

19.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Condominium By-Laws.

19.6 Severability. Subject to the provisions of the Declaration, if any provision of these Condominium By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these Condominium By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these Condominium By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

19.7 CPI Increases. All specific dollar amounts set forth in these Condominium By-Laws or the Declaration (other than the insurance limits set forth in Article 12 hereof) shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "CPI Increase Factor" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board (such index or substitute, the "Consumer Price Index").

19.8 Covenant of Further Assurances.

19.8.1 Any party which is subject to the terms of these Condominium By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner (including Declarant Net Lessees), an Occupant of a Unit, a member or an officer of any Board, a Registered Mortgagee, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these Condominium By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

19.8.2 If any Unit Owner or any other party which is subject to the terms of these Condominium By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Unit Owner or other party is required to perform pursuant to one or more specific provision of these Condominium By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER

THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE CONDOMINIUM BOARD TO DO SO ON YOUR BEHALF”, then the Condominium Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 19.8.2.

19.9 Estoppel Certificates. Within twenty (20) days after request therefor by any Registered Mortgagee (or prospective Registered Mortgagee), prospective purchaser of a Unit or Permittee, the Condominium Board, Tower Board and the Sub-Boards shall provide to the requesting Person a certificate as to the date to which Common Charges and Condominium Special Assessments (and any other charges or assessments) have been paid hereunder, the amount of any deficiency in Common Charges and Condominium Special Assessments (and any other charges or assessments) payable by the applicable Unit Owner, the dates of the Condominium Declaration and any amendments thereto, and as to whether to the best knowledge of certifying Person, whether the applicable Unit Owner is then in default with respect to the performance of its obligations under the Condominium Documents and other matters reasonably and customarily included in such certificates, at the reasonable expense of the requesting party.

19.10 Deemed Occupancy. In all instances in these Condominium By-Laws, where reference is made to the Rentable Square Foot Area of the Time Warner Unit (or any other portion of the Building) then being occupied by WM Entities, WM Entities shall be deemed in occupancy of any portions of the Time Warner Unit (or other portion of the Building) that it does not then occupy due to the failure of completion of construction activities in such portion, Alterations, Repairs, phased move-in, casualty, condemnation and/or Force Majeure, provided the WM Entities promptly reoccupy (or commence occupancy of, as applicable) the Time Warner Unit after the conclusion of such construction activity, Alteration, Repairs, phased move-in, casualty, condemnation and/or Force Majeure event.

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EXHIBIT 1 – TABLE OF DEFINITIONS  
EXHIBIT 2 – ALLOCATION SCHEDULE

**EXHIBIT 1**  
**TO CONDOMINIUM BY-LAWS**

**TABLE OF DEFINITIONS**

AAA: As defined in Section 15.1.1 of the Condominium By-Laws.

Access Conduct Standards: As defined in Section 14.2 of the Declaration.

Additional Unit Development Rights: As defined in Section 1.5(a) of the Declaration.

Affiliate: As defined in Section 8.1 of the Declaration.

Affiliate Board Member: As defined in Section 2.16.1 of the Condominium By-Laws.

Affiliated Designators: collectively refers to Designators who are Affiliates of each other, in which each such Designator is an Affiliate of another Designator.

Allocation Schedule: As defined in Section 6.1.1 of the Condominium By-Laws and attached as Exhibit 2 to the Condominium By-Laws.

Alterations: As defined in Section 2.2.2(a) of the Condominium By-Laws; and “Altered” and “Altering” shall mean performing an Alteration.

Amendment: As defined in Section 17.1.1 of the Condominium By-Laws.

Annex: As defined in Section 8.1 of the Declaration.

Appointment Date: As defined in Section 15.2.1 of the Condominium By-Laws.

Approved Bank: As defined in Section 18.1.4(a) of the Condominium By-Laws.

Appurtenant Interests: With respect to any Unit, means: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Condominium Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; (iii) the interest of the Unit Owner of such Unit in all other assets of the Condominium Board or the Condominium and (iv) with respect to Tower Unit, the interest of the Unit Owner of such Tower Unit in any other assets of the applicable Tower Board, Tower Section or the Condominium.

Arbitration: As defined in Section 15.1.1 of the Condominium By-Laws.

Arbitration Notice: As defined in Section 15.2.1 of the Condominium By-Laws.

Association: As defined in Section 8.1 of the Declaration.

Association Charges: As defined in the ERY FAPOA Declaration.

Audit: As defined in Section 11.2.1 of the Condominium By-Laws.

Auxiliary System: As defined in Section 6.5.4(d) of the Condominium By-Laws.

Beneficial Owners: means (i) with respect to the Retail Unit, ERY Retail Podium, LLC, and (ii) with respect to the Tower Units, the Persons who or which, as of the initial recording of the Declaration, are, in accordance with the terms of the Tower Company Operating Agreement or other Member Agreement, anticipated to be the Unit Owners of the applicable Tower Unit(s).

BMU: As defined in Section 15.12 of the Declaration.

BMS: As defined in Section 6.5.6 of the Condominium By-Laws.

Boards: means the Condominium Board, the Tower Board and any Sub-Board (collectively), and a "Board" means any one of the Condominium Board, Tower Board and any Sub-Board, in each case, as the context may require.

Board Member: means a Condominium Board Member as defined in Article 2 of the Condominium By-Laws.

Board Member in Good Standing: As defined in "Member in Good Standing" below.

Board Warranties: As defined in Section 6.3 of the Condominium By-Laws.

Borrowing Amount: As defined in Section 2.2.8 of the Condominium By-Laws.

Borrowing Notice: As defined in Section 2.2.8 of the Condominium By-Laws.

Borrowing Obligor: As defined in Section 2.2.8 of the Condominium By-Laws.

Broadcast Conditions: As defined in Section 5.1.2 of the Declaration.

Broadcast Vehicle(s): As defined in Section 5.1.2 of the Declaration.

Budget: As defined in Section 6.1.1 of the Condominium By-Laws.

Budget Interest: with respect to a Condominium Board Member, means, in the context of each of the separate Cost Control Categories, the share (expressed as a percentage) at the time in question of the General Common Charges within such Cost Control Category allocated to the General Common Charge Obligor(s) constituting the Designator of such Condominium Board Member. Budget Interests shall be determined in accordance with the Allocation Schedule and shall be subject to adjustment from time to time thereafter in accordance with the applicable provisions of the Condominium Documents. If certain Cost Control Categories pertain to areas of the Building which are subject to financial agreements between or among Unit Owners as may be provided for pursuant to specific provisions of the Condominium Documents, while denoted as being subject to a Cost Control Category, the Persons who/which are parties to such agreements shall make determinations with respect to such areas in accordance with the specific provisions therefor set forth in the Condominium Documents, and in each case, only to the extent provided for in the Condominium Documents.

Budget Interest Vote of X% (or Budget Interest Vote of At Least X%): where X is a number specified in the Condominium Documents, means, in the context of each of the separate Cost Control Categories as set forth on the Allocation Schedule: (i) if all Board Members have been designated and are Members in Good Standing, the affirmative percentage vote of both (x) Board Members representing, in the aggregate, more than the specified percentage (X%) of Budget Interests, and (y) at least two (2) Board Members whose Designators are not Affiliates of each other; or (ii) if any one or more

Board Members has not been designated (or is deemed to not have been designated) or is not a Member in Good Standing, then the affirmative percentage vote of both (x) those Board Members in Good Standing and representing, in the aggregate, more than the percentage which is the product of: (a) the specified percentage (X%) of Budget Interests; multiplied by (b) a fraction, the numerator of which is the aggregate Budget Interests of all Board Members who have been designated and are Board Members in Good Standing at the time in question and the denominator of which is one hundred percent (100%) and (y) at least two (2) Board Members whose Designators are not Affiliates of each other. *By way of illustration only* (and without constituting a substantive provision of these Condominium By-Laws), if a Budget Interest Vote of sixty percent (60%) shall be required to approve a Cost Control Category budget, and one Board Member (whose Budget Interest is 20%) shall not at the time of that particular vote be a Member in Good Standing, then such vote, if then taken, shall require the affirmative vote of (x) Board Members in Good Standing whose Budget Interest is, in the aggregate, more than forty-eight percent (48%) (*i.e.*, the specified 60% multiplied by (80% divided by 100%)) and (y) at least two (2) Board Members whose Designators are not Affiliates of each other. As used in this definition, the Budget Interest held or represented by a Designator means, with respect to a Designator that is a Unit Owner (or certain Unit Owners that collectively are a single Designator), the aggregate Budget Interest appurtenant to such Designator's Unit(s).

Budget Threshold: As defined in clause (vi) of Section 6.1.1(f) of the Condominium By-Laws.

Building: As defined in Article 3 of the Declaration.

Building Exterior Lighting System: As defined Section 7.2(x) of the Declaration.

Building Names: As defined in Section 1.4.1 of the Declaration.

Building Systems: mean, collectively, the General Common Building Systems and the Tower Building Systems.

Business Days: means Monday to Friday, except holidays observed by the federal, state or local governments.

Carryover Budget: As defined in Section 6.1.1(f) of the Condominium By-Laws.

Certificate: As defined in Section 12.9.3(b) of the Condominium By-Laws.

Certifying Professional: As defined in Section 12.9.3(b) of the Condominium By-Laws.

City Register's Office: As defined in the Preamble to the Declaration.

Co-Obligor: As defined in Section 12.6.1 of the Condominium By-Laws.

Combined Unit: As defined in Section 9.1.2 of the Condominium By-Laws.

Combined Unit Owner: As defined in Section 9.1.2 of the Condominium By-Laws.

Combining Unit: As defined in Section 9.1.2 of the Condominium By-Laws.

Combining Unit Owner: As defined in Section 9.1.2 of the Condominium By-Laws.

Commencement Date: As defined in Section 15.3.2 of the Condominium By-Laws.

Common Charges: In respect of a General Common Charge Obligor means General Common Charges; and in respect of a Tower Unit Owner means General Common Charges and Tower Common Charges.

Common Elements: means the General Common Elements and the Tower Limited Common Elements (including, without limitation, Exclusive Terraces), each as defined in Article 7 of the Declaration, and if applicable, the Subdivided Unit Limited Common Elements.

Common Elements ESA: As defined in Section 6.5.1(a) of the Condominium By-Laws.

Common Interest: means, at any given time, the proportionate, undivided interest in fee simple absolute appurtenant to each Unit, as expressed in percentage terms and set forth in Schedule B to the Declaration, as such Schedule may be amended from time to time in accordance with and subject to the provisions of the Condominium Documents. References in the Declaration, the Condominium By-Laws and the Tower By-Laws to the Common Interest(s) of the Tower Section or the Tower Board shall mean, in each case, the aggregate of the Common Interests appurtenant to all the Tower Units within the Tower Section.

Common Interest Vote of X% (or Common Interest Vote of At Least X%): Where X is a number specified in the Condominium Documents, such term refers to a vote of the Condominium Board (not of the Unit Owners) and means: (i) if all Designators have designated its Board Members and are Designators in Good Standing, the affirmative vote of both (x) Condominium Board Members whose Designators have or represent, in the aggregate, of at least the specified percentage (X%) of Common Interests and (y) at least two (2) Condominium Board Members whose Designators are not Affiliates of each other; or (ii) if any one or more Condominium Board Members is not a Member in Good Standing or has not designated (or is deemed to have not designated) its Board Members, then the affirmative vote of both (x) those Condominium Board Members in Good Standing whose Designators have or represent, in the aggregate, at least the lesser percentage which is the product of: (a) the specified percentage (X%) of Common Interests; and (b) a fraction, the numerator of which is the aggregate Common Interests held or represented by the Designators whose Condominium Board Members have been designated and are Board Members in Good Standing at the time of the vote in question and the denominator of which is one hundred percent (100%) and (y) at least two (2) Condominium Board Members whose Designators are not Affiliates of each other. *By way of illustration only* (and without constituting a substantive provision of these Condominium By-Laws), if a Common Interest Vote of sixty percent (60%) shall be required, and one (and only one) Condominium Board Member (whose Designator's Common Interest is 20%) shall not at the time of that particular vote be a Board Member in Good Standing, then such vote, if then taken, shall require the affirmative vote of (x) Board Members in Good Standing whose Designators have or represent, in the aggregate, forty-eight percent (48%) in Common Interests (i.e., the 60% multiplied by (80% divided by 100%)) and (y) two (2) Board Members whose Designators are not Affiliates of each other. The foregoing shall also be subject to the terms of Section 2.9.4 of the Condominium By-Laws with respect to Units owned by the Condominium Board (or its designee). As used in the foregoing definition, the Common Interest held or represented by a Designator means, with respect to a Designator that is a Unit Owner (or certain Unit Owners that collectively are a single Designator), the aggregate Common Interest appurtenant to such Designator's Unit(s). All references to a "Designator's" Common Interest in this paragraph shall with respect to any Subdivided Unit Group or Combined Unit, the Common Interest of all Owners of such Subdivided Unit Group or Combined Unit.

Component Unit: As defined in Section 9.1.2 of the Condominium By-Laws.

Con Ed: As defined in Section 6.5.1(a) of the Condominium By-Laws.

Condominium: means the condominium established pursuant the Declaration, which, subject to the provisions of Section 1.6 of the Declaration, shall be known as 20-30 Hudson Yards Condominium.

Condominium Board: As defined in Article 2 of the Condominium By-Laws.

Condominium Board Member or Board Member: As defined in Article 2 of the Condominium By-Laws.

Condominium Board's Lien: As defined in Article 13 of the Condominium By-Laws.

Condominium Borrowing: As defined in Section 2.2.8(a) of the Condominium By-Laws.

Condominium Borrowing Condition: means a reasonably unforeseeable event, need or condition of extraordinary proportion and/or magnitude, not occurring in the ordinary course of business and operation of the Condominium, whether or not insurance proceeds are or are anticipated to be available.

Condominium By-Laws: As defined in Section 1.2(a) of the Declaration.

Condominium Documents: means the Declaration, the Condominium By-Laws, the Tower By-Laws, and to the extent then in effect, Sub-By-Laws (as any of the same may be amended from time to time).

Condominium Name: As defined in Section 1.4.1 of the Declaration.

Condominium Ratification Event: As defined in Section 17.3 of the Declaration.

Condominium Restricted Areas: Means the Retail Building Zone, as shown in Exhibit N to the Declaration and the Office Units.

Condominium Special Assessment: As defined in Section 6.1.1(k) of the Condominium By-Laws.

Consumer Price Index: As defined in Section 19.7 of the Condominium By-Laws.

Construction Loan Mortgage: As defined in Section 14.2(a) of the Condominium By-Laws.

Contributing Obligor: As defined in Section 2.2.8 of the Condominium By-Laws.

Control: As defined in Section 8.1 of the Declaration.

Corporate Successor: As defined in Section 1.4.1(i) of the Declaration.

Cost Control Category or Cost Control Categories: mean the classifications set forth (and described) in the Allocation Schedule, either as a line item or a specific Cost Control Category, and each Budget which individual items of General Common Expense (and reserves and special assessments) shall be categorized and assigned, consistent with the nature of or the event necessitating the particular expenditure, reserve or special assessment in question, as the case may be. The Cost Control Categories or line items for the Budget are set forth on the Allocation Schedule, and the Tower Cost Control Categories or line items for the Tower Budget are set forth on the Tower Allocation Schedule.



Costs: As defined in Section 2.2.2(p) of the Condominium By-Laws.

Court: As defined in Section 15.2.1 of the Condominium By-Laws.

Covered Organization: As defined in Section 2.2.2(t) of the Condominium By-Laws.

CPI Budget Factor: As defined in clause (vi) of Section 6.1.1(f) of the Condominium By-Laws.

CPI Increase Factor: As defined in Section 19.7 of the Condominium By-Laws.

Declarant: means the Metropolitan Transportation Authority, a body corporate and politic constituting a public benefit corporation of the State of New York, and its successors in interest.

Declarant Net Lease: As defined in Section 14.5.1 of the Condominium By-Laws.

Declarant Net Lessee: As defined in Section 14.5.1 of the Condominium By-Laws.

Declarant Net Lessor: As defined in Section 14.5.1 of the Condominium By-Laws

Declaration: means that certain Amended and Restated Declaration, dated as of December 12, 2018, Establishing a Plan for Condominium Ownership of the Premises Known As 20-30 Hudson Yards Condominium, to which the amended and restated form of these Condominium By-Laws and the Tower By-Laws are attached, as such Declaration may be amended from time to time.

Dedicated Technology Equipment: As depicted and described on Exhibit 10 to the Annex.

Default Notice: As defined in Section 14.2 of the Condominium By-Laws.

Default Rate: means a rate per annum equal to the lesser of: (i) five percent (5%) per annum above the rate publicly announced from time to time by Citibank N.A. (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Delinquency Charge: As defined in Section 12.9.3(d) of the Condominium By-Laws.

Delinquent Special GCE Restoration Amount: As defined in Section 12.9.3(e) of the Condominium By-Laws.

Designated Subdivided Unit Owner: As defined in Section 9.1.1 of the Condominium By-Laws.

Designated TW Owner: As defined in Section 8.1 of the Declaration.

Designator: means, with respect to any individual Condominium Board Member, the Unit Owner (or subject to Sections 25.2 and 25.3 of the Declaration and Sections 14.5 and 14.6 of the Condominium By-Laws, the Declarant Net Lessee or Net Lessee, as the case may be) (or, subject to the terms of Article 9 of the Condominium By-Laws, each of those Unit Owners and/or Boards which together (whether or not as part of a Board) are) entitled to designate such Board Member to the Condominium Board.

Designator in Good Standing: means, as of any given date, a Designator (including, as applicable, (x) each Unit Owner (or subject to Sections 25.2 and 25.3 of the Declaration and Sections 14.5 and 14.6 of the Condominium By-Laws, the Declarant Net Lessee or Net Lessee, as the case may be) which together with one or more other Unit Owner(s) constitutes or is deemed to constitute a single Designator and (y) each Unit Owner or Board that is part of the applicable Sub-Group if a Designator is a Board) with respect to whom or which, and subject to Section 13.1.2 of the Condominium By-Laws, no Event of Default then exists and is continuing.

Destination Retail TW Parking Spaces: means those certain parking spaces in the Retail Loading Dock as shown on the Floor Plans as Destination Retail TW Parking.

Developer: As defined in Section 8.1 of the Declaration.

Development Agreements: As defined in Section 8.1 of the Declaration.

Development Rights: As defined in Section 1.5(a) of the Declaration.

Development Rights Owner: As defined in Section 1.5(c) of the Declaration.

Development Rights Purchaser: As defined in Section 1.5(c) of the Declaration.

Disputing Party: As defined in Section 15.2.1 of the Condominium By-Laws.

Eastern Rail Yard: As defined in Section 8.1 of the Declaration.

Electricity Provider: As defined in Section 6.5.1(a) of the Condominium By-Laws.

Emergency: means a condition, event or occurrence (including, without limitation, leaks or cracks, structural problems or defects) requiring Repair, Alteration or abatement immediately and specifically necessary for the preservation or safety of the Building or any part thereof, or for the health or safety (but not the general comfort or welfare) of Occupants of the Building or other persons, or required to avoid the suspension of any necessary services in the Building or a Unit, including any services necessary for a Unit Owner or its tenant to perform core business functions within its Unit.

Environmental Law(s): means all federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

Equipment: means equipment, facilities, parts, fixtures, apparatus, appurtenances, installations and other similar items and personalty as may be located or contained in a Unit, Limited Common or General Common Element, but not necessarily forming a part of such Unit, Limited Common Element or General Common Element, as the case may be, unless otherwise specifically set forth in the Condominium Documents.

ERY FAPOA Declaration: As defined in Section 8.1 of the Declaration.

ESA Security Deposit: As defined in Section 6.5.1(a)(ii) of the Condominium By-Laws.

Event of Default: As defined in Article 13 of the Condominium By-Laws.

Excess Development Rights: As defined in Section 1.5(b) of the Declaration.

Exclusive Terraces: As defined in Section 7.1 of the Declaration.

Exterior Zone: means the areas so depicted on Exhibit M to the Declaration.

F&B Ob Deck Standard: means then existing standards for the operation, maintenance, repair and marketing of a high-altitude food and beverage destinations in the metropolitan area (i.e., "Rainbow Room" and "Top of the Standard").

Facility Airspace Improvements: As defined in the Master Declaration.

Facility Airspace Parcel: As defined in the Master Declaration.

FASP Owner: As defined in Section 8.1 of the Declaration.

FASP Parcel: As defined in Section 8.1 of the Declaration.

Final Operating Statement: As defined in Section 6.1.1(h) of the Condominium By-Laws.

Fitch: means Fitch Ratings Company.

Floor 01 Lobby Concourse: As defined in Section 7.3(xvi) of the Declaration.

Floor Area: As defined in Section 6.2 of the Declaration.

Floor Plans: As defined in Section 4.1.1 of the Declaration.

Force Majeure: As defined in Section 8.1 of the Declaration.

GCE Restoration Funds: As defined in Section 12.9.1 of the Condominium By-Laws.

GCE Restoration Funds Request: As defined in Section 12.9.3(b) of the Condominium By-Laws.

GCE Restoration Insurance Proceeds: As defined in Section 12.9.1 of the Condominium By-Laws.

GCE Restoration Work: As defined in Section 12.9.3(a) of the Condominium By-Laws.

General Common Building Systems: means each of the following systems servicing the General Common Elements or one or more Tower Units and the Retail Unit, except to the extent the same is part of a Unit or an Individual Unit System or the Tower Building Systems:

(a) the electrical systems (including any and all risers, feeders, lines, meters, equipment transformers, main switchgears, distribution panelboards, circuit breakers, conduits and wires) bringing electrical power into the Building and distributing such electrical power throughout the Building to and including any panelboard which exclusively serves the General Common Elements or one or more Tower Units and the Retail Unit (and including the circuit breaker within any such panelboard, but excluding any circuits (and Equipment) fed from such circuit breaker), and including the master building electric meter(s);

(b) the plumbing systems of the Building (including all plumbing fixtures, risers, water heaters and chillers, pumps, valves, pressure reducers and meters; the "Plumbing Equipment"), including sanitary and sewage, storm water, and domestic hot and cold water, other than plumbing systems dedicated solely to the Time Warner Unit, Ob Deck Unit or Retail Unit;

(c) the fire protection systems and equipment (including any applicable panelboards, cables, conduits and wires) within General Common Elements interfacing between or among the separate fire command stations and monitoring systems (specifically excluding fire protection fit-out within Units);

(d) the stair pressurization systems;

(e) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting the General Common Elements and any portion(s) of both the Retail Unit and one or more Tower Units (except those of the above items which are Limited Common Elements or are included in any Unit);

(f) the building management system, except for those portions of the building management systems which exclusively service the Time Warner Unit and the carbon monoxide detection systems for the Tower A Loading Dock (which constitute Tower Limited Common Elements) and the Retail Loading Dock;

(g) the central and appurtenant installations and systems for other low voltage building services such as wifi, telecom, lighting controls/dimming systems and other technologies (including all conduits, pipes, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith, and all risers servicing Telecommunications Units, if any, but excluding any of the foregoing equipment owned by the service providers or other third parties, the "Services Equipment"); however, excluding all Services Equipment from and after the point of entry to a Unit (including, without limitation) and serving only that Unit;

(h) the central and appurtenant installations and systems bringing natural gas into the Building and distributing the same throughout the Building (including all pipes, risers, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith; the "Gas Equipment"); however, excluding the Gas Equipment from and after (but not including) the cutoff valve at the first point of entry to all or any portion of a Unit or Section and serving only that Unit or Section; and

(i) to the extent not identified or located entirely within all or any portion of a Unit or Section or serving only one Unit or Section, or as may otherwise herein be described (or shown on the Floor Plans) as part of a Unit or a Limited Common Element appurtenant to any Unit or as a Tower Limited Common Element, all other parts of the Property and all apparatus, installation, systems and equipment and existing in the Building or on the Property the common use of which serve or benefit or are necessary or convenient for the existence, operation, maintenance or safety of the Property.

General Common Charges: As defined in Section 6.1.1 of the Condominium By-Laws.

General Common Charge Obligors: means each Unit Owner as the Unit Owner of its Unit.

General Common Elements: As defined in Article 7 of the Declaration.

General Common Expense Records: As defined in Section 11.1.2 of the Condominium By-Laws.

General Common Expenses: As defined in Section 6.1.1 of the Condominium By-Laws.

General Rules and Regulations: means such non-financial and non-discriminatory rules and regulations as may be promulgated (and amended) by the Condominium Board from time to time with respect to various matters relating to the use of all or any portion of the Property in accordance with the Condominium Documents, which either supplement or elaborate upon the provisions of the Declaration or the Condominium By-Laws, and which shall be uniformly enforced.

Governmental Authority(ies): means the United States of America, the State of New York, The City of New York and any agency, department, commission, board, bureau, instrumentality, public authority (whether governmental or quasi-governmental) or political subdivision of any of the foregoing, now existing or hereafter created (including, without limitation, the New York City Department of Buildings, the City Planning Commission and the boards of fire underwriters) having jurisdiction over the Property or any portion thereof.

Hazardous Materials: means petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or means regulated by, any Environmental Law.

HY DZLR: As defined in Section 8.1 of the Declaration.

HY ZLDA: As defined in Section 8.1 of the Declaration.

IDA: As defined in Section 6.1.5 of the Condominium By-Laws.

IDA Agency Lease: As defined in Section 6.1.5 of the Condominium By-Laws.

IDA Documents: As defined in Section 8.1 of the Declaration.

Impositions: mean each of the following imposed by any Governmental Authority: (i) real property general and special assessments (including, without limitation, any special assessments: (A) for business improvements; or (B) imposed by any special assessment district); (ii) personal property taxes; (iii) commercial rent or occupancy taxes; (iv) license and permit fees, if and to the extent such fees are not paid by the Condominium Board and charged to the Unit Owners as part of General Common Charges; (v) any fines, penalties and other similar governmental charges applicable to any of the foregoing, together with any interest or costs with respect to the foregoing; and (vi) any other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever, together with any fines and penalties and any interest or costs with respect thereto.

Individual Association Share: means, with respect to any Unit Owner, the percentage which reflects the Common Interest (or such other allocation as is specifically provided for in the Allocation Schedule) of such Unit Owner as applied to the total obligations of the Condominium Board with respect to its portion of the Facility Airspace Parcel or Facility Improvements Parcel as defined in and in accordance with Article XVI of the Master Declaration.

Individual Unit Systems: means, individually or collectively (as applicable), the Time Warner Systems (which are part of the Time Warner Unit), the WF Systems (which are part of the WF

Unit), the PE Systems (which are part of the PE 1 Unit), the RHY Systems (which are part of the RHY Unit), the OX Systems (which are part of the OX Unit), the Observation Deck Systems (which are part of the Ob Deck Unit) and the Retail Systems (which are part of the Retail Unit).

Inherent Right(s): As defined in Section 9.1.1(b) of the Condominium By-Laws.

Initial Art Installation: As defined in Section 15.11 of the Declaration.

Initial Budget: As defined in Section 6.1.1(f)(iii) of the Condominium By-Laws.

Initial Subdivided Office Units: means any Subdivided Unit which is intended to be subdivided from the Office Unit pursuant to the Member Agreements in effect as of the date of the recording of the Declaration, and either to be conveyed pursuant to such Member Agreements or retained by the initial Office Unit Owner pursuant to such Member Agreements.

Initial Tower Budget: As defined in Section 6.1.2 of the Condominium By-Laws.

Insurance Requirements: means all requirements of any insurance policy required to be carried pursuant to the Declaration and/or By-Laws and covering or applicable to all or any part of the Property or the use thereof, all requirements of the issuer of any such policy and all orders, rules, regulations, reasonable recommendations and other requirements of the New York Board of Fire Underwriters or any other body exercising the same or similar functions and having jurisdiction over all or any portion of the Property.

Insurance Trustee: As defined in Section 18.1.1 of the Condominium By-Laws.

Insurance Trustee Agreement: As defined in Section 18.1.1 of the Condominium By-Laws.

Insured Property: As defined in Section 12.6.2 of the Condominium By-Laws.

Interim Operating Statement: As defined in Section 6.1.1(g) of the Condominium By-Laws.

Land: As defined in Article 2 of the Declaration.

Laws (or, if used individually, Law): means all laws, statutes and ordinances (including, without limitation, Environmental Laws, and all building codes and zoning ordinances) and the written orders, rules, regulations, directives, binding resolutions and requirements of all Governmental Authorities, whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof.

Lien-Causing Board: As defined in Section 10.1 of the Condominium By-Laws.

Lien-Causing Unit Owner: As defined in Section 10.1 of the Condominium By-Laws.

Limited Common Elements: mean, individually or collectively, as applicable, the Tower Limited Common Elements or Subdivided Unit Limited Common Elements.

Loading Docks: mean, collectively, the Tower A Loading Dock and Retail Loading Dock.

Major Decisions: As defined in Section 17.1.2 of the Condominium By-Laws.

Majority of Board Members: means Condominium Board Members whose Designators have or represent more than 50% in Common Interests in the aggregate.

Majority Budget Interest Vote: means a Budget Interest Vote of more than 50% by the Condominium Board.

Majority Member Vote: means a Common Interest Vote of more than 50% by the Condominium Board.

Majority Unit Owner Vote: means the affirmative vote of those Unit Owners (including at least two (2) Unit Owners that are not Affiliates of each other) having more than 50% of the total votes of all Unit Owners (determined in accordance with the provisions of Section 3.7 of the Condominium By-Laws), who are present in person or by proxy, authorized to vote (i.e., excluding, without limitation, Unit Owners who are not Unit Owners in Good Standing) and voting at a duly constituted meeting at which a quorum is present or is not required. For the avoidance of doubt, for purposes of determining whether Unit Owners are Affiliates, the Declarant Net Lessee or, subject to Sections 25.3 of the Declaration and 14.6 of the Condominium By-Laws, the Net Lessee, as the case may be, shall be deemed to be a Unit Owner of any Unit that is subject to a Declarant Net Lease or a Net Lease, as applicable.

Mandatory Costs: As defined in clause (vi) of Section 6.1.1(f) of the Condominium By-Laws.

Master Declaration: As defined in Section 8.1 of the Declaration.

Member Agreements: As defined in Section 8.1 of the Declaration.

Member in Good Standing or Board Member in Good Standing: means, as of any given date, a Condominium Board Member whose Designator is a Designator in Good Standing, subject to the provisions of Section 9.2.1(b) of the Condominium By-Laws.

Mezzanine Lender: As defined in Section 14.2(a) of the Condominium By-Laws.

Mezzanine Pledge: As defined in Section 14.2(a) of the Condominium By-Laws.

Monetary Event of Default: means an Event of Default pursuant to Sections 13.1.1(a) through (c) of the Condominium By-Laws.

Moody's: means Moody's Investors Service, Inc.

MTA: As defined in Section 8.1 of the Declaration.

Multiple Unit Election: As defined in Section 8.1 of the Declaration.

Net Lease: As defined in Section 14.6.1 of the Condominium By-Laws.

Net Lease Designation Notice: As defined in Section 14.6.2 of the Condominium By-Laws.

Net Lessee: As defined in Section 14.6.1 of the Condominium By-Laws.

Net Lessor: As defined in Section 14.6.1 of the Condominium By-Laws.

New Cost: As defined in clause (vii) of Section 6.1.1(f) of the Condominium By-Laws.

New York Condominium Act: As defined in Article 1 of the Declaration.

Non-Competition Requirements: As defined in Section 8.5.1 of the Declaration.

Non-Monetary Event of Default: means an Event of Default pursuant to subsections 13.1.1(d) through (f) of the Condominium By-Laws.

Northeast Tower Common Lobby: As defined in Section 7.2(vii) of the Declaration.

Northeast Tower Entrance: As defined in Section 7.2(xi) of the Declaration.

Northwest Tower Entrance: As defined in Section 7.3(xiii) of the Declarations.

Ob Deck Option Purchase Price: As defined in Section 8.9.2 of the Declaration.

Ob Deck Option Space: As depicted on Exhibit S to the Declaration.

Ob Deck Option Unit: As defined in Section 8.9.2 of the Declaration.

Ob Deck Purchase Option: As defined in Section 8.9.2 of the Declaration.

Ob Deck Standard: means then existing standards for the operation, maintenance, Repair and marketing of a high-altitude entertainment and tourist observation deck destination located within a Class A office building within a metropolitan area (i.e., “Top of the Rock” and “Empire State Building Experience”), and specifically excluding the security requirements for any high-altitude space at One World Trade Center, New York, New York.

Observation Deck Systems: mean each of the following systems to the extent exclusively serving the Ob Deck Unit and exclusive of all or any portion of the following otherwise constituting Building Systems:

(a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only the Ob Deck Unit;

(b) central and appurtenant installations for services exclusively benefiting the Ob Deck Unit or the Ob Deck Unit Owner, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, plumbing (and associated tanks), sanitary and storm drainage, hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and

(c) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers solely within or serving the Ob Deck Unit except those specifically designated as a General Common Element).

Ob Deck Thrill Feature: means the adventure roofwalk attraction (or any similar public attraction from time to time replacing the same) operating generally on or about the roof and crown of the



Tower Building, including all components, facilities and elements thereof and spaces used in connection therewith.

Ob Deck Unit: As defined in Section 4.2(iii) of the Declaration.

Ob Deck Unit Owner: As defined in Section 4.4 of the Declaration.

Observation Deck Uses: As defined in Section 8.4.4 of the Declaration.

Occupant: As defined in Section 8.1 of the Declaration.

Office Sky Lobby Concourse: As defined in Section 15.26.1 of the Declaration.

Office Unit(s): As defined in Section 4.4 of the Declaration.

Office Unit Owner: As defined in Section 4.4 of the Declaration.

Original Declaration: As defined in the Preamble to the Declaration.

Original Floor Plans: As defined in the Preamble to the Declaration.

Original Units: means any of the Units as constituted immediately after the initial recordation of the Declaration.

OX Systems: mean each of the following systems to the extent exclusively serving the OX Unit and exclusive of all or any portion of the following otherwise constituting Building Systems:

(a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only the OX Unit;

(b) central and appurtenant installations for services exclusively benefiting the OX Unit or the OX Unit Owner, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, sanitary and storm drainage, plumbing (and associated tanks), hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and

(c) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers).

OX Unit: As defined in Section 4.2(v) of the Declaration.

OX Unit Owner: As defined in Section 4.4 of the Declaration.

Oxford Parent: means Oxford Hudson Yards LLC, a Delaware limited liability company.

Parcel A: means the premises demised under the Parcel A Lease.

Parcel A Lease: means that certain Agreement of Severed Parcel Lease (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), by and between MTA, as landlord, and ERY

Tenant LLC, as tenant, dated as of December 11, 2015, as evidenced by that certain Memorandum of Agreement of Severed Parcel Lease (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard) by and between MTA, as landlord, and ERY Tenant LLC, as tenant, dated as of December 11, 2015 and recorded on January 8, 2016 in the City Register's Office as CRFN 2016000007895, demising the Tower Units, which ERY Tenant LLC, as assignor, assigned its right, title and interest to Hudson Yards North Tower Tenant LLC, as assignee, pursuant to that certain Assignment and Assumption of Agreement of Severed Parcel Lease (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), dated as of December 11, 2015 and recorded on January 8, 2016 in the City Register's Office as CRFN 2016000007901, as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

Parcel A/B Representative: As defined in Section 2.2.2(w) of the Condominium By-Laws.

Parcel B: means the premises demised under the Parcel B Lease.

Parcel B Lease: means that certain Amended and Restated Agreement of Severed Parcel Lease (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard) by and between MTA, as landlord, and ERY Tenant LLC, as tenant, dated as of December 11, 2015, as evidenced by that certain Memorandum of Amended and Restated Agreement of Severed Parcel Lease (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard) by and between MTA, as landlord, and ERY Tenant LLC, as tenant, dated as of December 11, 2015 and recorded on January 8, 2016 in the City Register's Office as CRFN 2016000007898, demising the Retail Unit, which ERY Tenant LLC, as assignor, assigned its right, title and interest to ERY Retail Podium LLC, as assignee, pursuant to that certain Assignment and Assumption of Amended and Restated Agreement of Severed Parcel Lease (Eastern Rail Yard Section of the John D. Caemmerer West Side Yard), dated as of December 11, 2015 and recorded on January 8, 2016 in the City Register's Office as CRFN 2016000007904, as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

Parcel C: As defined in Section 8.1 of the Declaration.

Parcel C Loading Dock: As defined in Section 8.1 of the Declaration.

Party in Interest: As defined in Section 8.1 of the Declaration.

PE Dedicated Technology Equipment: As defined in Section 7.2(iv)(3) of the Declaration.

PE Systems: mean each of the following systems to the extent exclusively serving the PE Units and exclusive of all or any portion of the following otherwise constituting Building Systems:

(a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only at least one of the PE Units;

(b) central and appurtenant installations for services exclusively benefiting at least one of the PE Units or the PE Unit Owners, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, sanitary and storm drainage, plumbing (and associated tanks), hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and

(c) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers).

PE 1 Unit: As defined in Section 4.2(vi) of the Declaration.

PE 1 Unit Owner: As defined in Section 4.4 of the Declaration.

PE 2 Unit: As defined in Section 4.2(vii) of the Declaration.

PE 2 Unit Owner: As defined in Section 4.4 of the Declaration.

PE Units: As defined in Section 4.4 of the Declaration.

PE Unit Owners: As defined in Section 4.4 of the Declaration.

Permittee(s): means the Persons (including the officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires of any Unit Owner or Board, or of any Occupant) who are, at any given time, in a Unit Owner's Unit or Exclusive Terrace, in each case as the context requires.

Person: means any individual, corporation, partnership, limited liability company, trust, unincorporated association, Governmental Authority or other legal entity, including, without limitation, each of the Condominium Board and the Tower Board.

PILOT: As defined in Section 7.1.1 of the Condominium By-Laws.

PILOT Mortgage: means one or more mortgages securing the payment of PILOT benefits entered into with the New York City Industrial Development Agency and/or Hudson Yards Infrastructure Corporation that is secured by a Unit Owner's fee or leasehold, as applicable, interest in its Unit, as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

PILOT Mortgagee: As defined in Section 14.2 of the Condominium By-Laws.

PILOT Overage: As defined in Section 6.1.5 of the Condominium By-Laws.

PILOT Overage Reimbursement: As defined in Section 6.1.5 of the Condominium By-Laws.

PILOT Reserve: As defined in Section 6.1.5 of the Condominium By-Laws.

Plaza Dedicated Technology Equipment: As defined in Section 7.2(iv)(5) of the Declaration.

Plaza Owner: As defined in Section 5.4 of the Declaration.

Present in Person: As defined in 2.9.3 of the Condominium By-Laws.

Prevailing Wage Law: Section 6-130 of the New York City Administrative Code, as amended, supplemented or otherwise modified from time to time, and all rules and regulations promulgated thereunder.

Prime Rate: means a rate per annum equal to the lesser of: (i) the rate publicly announced from time to time by Citibank N.A. (or its successor) in New York, New York as its “prime rate”; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Primary Occupancy Test: As defined in Section 5.1.2 of the Declaration.

Primary Occupancy Test Occupant: As defined in Section 5.1.2 of the Declaration.

Project Labor Agreement: means that certain Project Labor Agreement Covering Specified Construction Work, effective as of January 16, 2013, between Executive Construction Manager and The Building and Construction Trades Council of Greater New York and Vicinity, as the same may be amended or replaced from time to time in accordance with the terms hereof and the Member Agreements, to the extent in effect.

Project Standards: means standards prevailing for first-class commercial mixed use buildings in the Borough of Manhattan of comparable quality to that of the Building.

Property: As defined in Section 1.1 of the Declaration.

Prow: As defined in Section 8.8 of the Condominium By-Laws.

R/O Member: As defined in Section 8.1 of the Declaration.

Records: As defined in Section 11.1 of the Condominium By-Laws.

Registered Mortgage: As defined in Section 14.2(a) of the Condominium By-Laws.

Registered Mortgagee: As defined in Section 14.2(a) of the Condominium By-Laws.

Related: means The Related Companies, L.P.

Related Parties: As defined in Section 12.8.1 of the Condominium By-Laws.

Released Party: As defined in Section 12.7 of the Condominium By-Laws.

Releasing Party: As defined in Section 12.7 of the Condominium By-Laws.

Rentable Square Feet or rentable square feet: As “RSF” is defined in the TW Development Agreement.

Repairs: As defined in Section 2.2.2(a) of the Condominium By-Laws; and “Repaired” and “Repairing” shall mean performing a Repair.

Retail Agency Lease: means that certain Amended and Restated Agency Lease Agreement (Retail Podium) by and between the New York City Industrial Development Agency, as agency, and ERY Retail Podium LLC, as lessee, dated as of December 1, 2015 and effective as of December 11, 2015, as evidenced by that certain Memorandum of Amended and Restated Agency Lease Agreement (Retail Podium) by and between the New York City Industrial Development Agency, as agency, and ERY Tenant LLC, as lessee, dated as of December 1, 2015, effective as of December 11, 2015 and recorded on January 8, 2016 in the City Register’s Office as CRFN 2016000007900, which ERY Tenant LLC, as assignor, assigned its right, title and interest to ERY Retail Podium LLC, as

assignee, pursuant to that certain Assignment and Assumption Agreement (Retail Podium – Omnibus), dated as of December 11, 2015 and recorded on January 8, 2016 as CRFN 201600007906, as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

Retail Building: As defined in Article 3 of the Declaration.

Retail Building Name: As defined in Section 1.4.1 of the Declaration.

Retail Building Roof: As defined in Section 4.2(i) of the Declaration.

Retail Building Zone: As defined in Exhibit H to the Declaration.

Retail Construction Lender: As defined in Section 8.1 of the Declaration.

Retail Construction Loan: As defined in Section 8.1 of the Declaration.

Retail Loading Dock: As defined in Section 5.2.1 of the Declaration.

Retail Sponsorship Easement Areas: As defined in Section 15.25 of the Declaration.

Retail Sponsorship Rights: As defined in Section 8.6 of the Condominium By-Laws.

Retail Standard: means industry standards for the operation of a first class luxury retail project in Manhattan with a tenant mix, quality and standards substantially comparable to the Time Warner Center (as it is currently known) as of the date of the recording of the Declaration.

Retail Systems: mean each of the following systems to the extent exclusively serving the Retail Unit and exclusive of all or any portion of the following otherwise constituting Building Systems:

- (a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only the Retail Unit;
- (b) portions of the Auxiliary System located within the Building;
- (c) any facilities, Equipment or systems to which the Retail Unit is granted an exclusive easement;
- (d) central and appurtenant installations for services exclusively benefiting the Retail Unit or the Retail Unit Owner, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, plumbing (and associated tanks), sanitary and storm drainage, hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and
- (e) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers) solely within or serving the Retail Unit except those specifically designated as a General Common Element.

Retail Unit: As defined in Section 4.2(i) of the Declaration.

Retail Unit Owner: As defined in Section 4.4 of the Declaration.

Requesting Party: As defined in Section 15.2.1 of the Condominium By-Laws.

RHY Systems: mean each of the following systems to the extent exclusively serving the RHY Unit and exclusive of all or any portion of the following otherwise constituting Building Systems:

(a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only the RHY Unit;

(b) central and appurtenant installations for services exclusively benefiting the RHY Unit or the RHY Unit Owner, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, sanitary and storm drainage, plumbing (and associated tanks), hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and

(c) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers).

RHY Unit: As defined in Section 4.2(iv) of the Declaration.

RHY Unit Owner: As defined in Section 4.4 of the Declaration.

RHY/OX/OBD Technology Equipment: As defined in Section 7.2(iv)(4) of the Declaration.

RM Notice: As defined in Section 14.2(b) of the Condominium By-Laws.

Roof Telecom Platform: As defined in Section 15.10.1 of the Declaration.

Roofs: means each of the roofs of the Building (including any machine room levels or bulkhead levels thereof or thereon), including the Retail Building Roof and the Tower Roof. The Terraces shall not be considered Roofs for purposes of the Condominium Documents.

Rules and Regulations: means, collectively, any Tower Rules and Regulations, any Sub-Rules and Regulations, the General Rules and Regulations, if any, and those rules and regulations, if any, adopted by a Unit Owner(s), with all amendments, additions and modifications thereto, each in accordance with the Condominium Documents; and in all instances such Rules and Regulations (other than the General Rules and Regulations which apply throughout the Building) shall apply only to the Tower Section, Unit(s) or Sub-Group to which they pertain.

S&P: means Standard & Poor's Ratings Group, a division of the McGraw-Hill Companies.

Sale, Sell or like terms, including the term conveyance (in each case, whether or not capitalized): means the sale or conveyance or transfer by a Unit Owner of its fee title interest in its Unit and its undivided common ownership interest in the Common Elements appurtenant thereto.

Satellite Equipment: As defined in Section 6.2.2 of the Condominium By-Laws.

Section: means any of the Tower Section or any Sub-Group together with any Subdivided Unit Limited Common Elements appurtenant thereto.

Select Unit ESA: As defined in Section 6.5.1(a) of the Condominium By-Laws.

Senior RM: As defined in Section 14.2(c) of the Condominium By-Laws.

Severed Agency Lease: means an agency lease and agreement entered into by a Unit Owner with the New York City Industrial Agency demising one or more Units pursuant to a Severance (as defined in the Tower A Agency Lease) done in accordance with Section 11.3(b) of the Tower A Agency Lease.

Severed Subparcel Lease: means a net lease entered into by Declarant with a Unit Owner for one or more Units pursuant to a Severance done in accordance with Section 9.02 of the Parcel A Lease.

SFHA: As defined in Section 12.1.1 of the Condominium By-Laws.

Shared Boiler System: As defined in Section 6.5.5(c) of the Condominium By-Laws.

Shared Technology Equipment: As defined in Section 7.2(v) of the Declaration.

Shared Technology Systems: As depicted and described in Exhibit 10 to the Annex.

Signage: As defined in Section 8.5 of the Condominium By-Laws.

Signage Plan: As defined in Section 5.5 of the Declaration.

Simple Determination: As defined in Section 15.3.1 of the Condominium By-Laws.

Simple Dispute: As defined in Section 15.2.4 of the Condominium By-Laws.

Site Specific Easements: As defined in Section 15.9 of the Declaration.

Sole Tower Unit Owner: refers to the one Person and/or such Person's Affiliates who owns or net leases (pursuant to one or more Declarant Net Lease(s)) all of the Tower Units.

Special Assessment: As defined in the ERY FAPOA Declaration.

Special Borrowing Assessment: As defined in Section 2.2.8 of the Condominium By-Laws.

Special GCE Restoration Assessment: As defined in Section 12.9.3(c) of the Condominium By-Laws.

Special GCE Restoration Assessment Penalties: As defined in Section 12.9.3(e) of the Condominium By-Laws.

Special GCE Restoration Assessment Proceeds: As defined in Section 12.9.3(c) of the Condominium By-Laws.

Sponsorship Item and Sponsorship Items: As defined in Section 8.6 of the Condominium By-Laws.

Sub-Board: As defined in Section 9.3.3 of the Condominium By-Laws.

Sub-By-Laws: As defined in Section 9.3.3 of the Condominium By-Laws.

Sub-Group: As defined in Section 9.3.3 of the Condominium By-Laws.

Sub-Rules and Regulations: As defined in Section 9.3.3 of the Condominium By-Laws.

Subdivided Unit: As defined in Section 9.1.1 of the Condominium By-Laws.

Subdivided Unit Group: As defined in Section 9.2.1(a) of the Condominium By-Laws.

Subdivided Unit Limited Common Element: means a newly created limited common element previously part of a Subdivided Unit which shall be appurtenant to the Subdivided Units in a Subdivided Unit Group, and part of the applicable Section.

Subdivided Unit Owner: As defined in Section 9.1.1 of the Condominium By-Laws.

Subdividing Unit Owner: As defined in Section 9.1.1 of the Condominium By-Laws.

Tech Co: As defined in Section 15.19.1 of the Declaration.

Technology Diagram: refers to the diagram set forth in Exhibit 10 to the Annex, which is subject to change from time to time.

Technology System: means a Eastern Rail Yard-wide system providing technology services to portions of the Eastern Rail Yards as more particularly described in the Annex.

Telecom Permitted Access: As defined in Section 15.19.2(b) of the Declaration.

Terrorism Premium Cap: As defined in Section 12.6.5 of the Condominium By-Laws.

Threshold Expenditures: As defined in clause (vi) of Section 6.1.1(f) of the Condominium By-Laws.

Time Warner Unit: As defined in Section 4.2(ii) of the Declaration. For the avoidance of doubt, references (if any) in the Allocation Schedule or Tower Allocation Schedule to "Warner Media" mean the "Time Warner Unit".

Time Warner Unit Owner: As defined in Section 4.4 of the Declaration.

Time Warner Systems: mean each of the following systems to the extent exclusively serving the Time Warner Unit and exclusive of all or any portion of the following otherwise constituting Building Systems:

(a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only the Time Warner Unit;



(b) central and appurtenant installations for services exclusively benefiting the Time Warner Unit or the Time Warner Unit Owner, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, sanitary and storm drainage, hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and

(c) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers) solely within or serving the Time Warner Unit except those specifically designated as a General Common Element;

TLCE Restoration Funds: As defined in Section 12.9.1 of the Tower By-Laws.

Tower A Agency Lease: means that certain Severed Agency Lease Agreement (Tower A) by and between the New York City Industrial Development Agency, as agency, and ERY Tenant LLC, as lessee, dated as of December 1, 2015 and effective as of December 11, 2015, as evidenced by that certain Memorandum of Severed Agency Lease Agreement (Tower A) by and between the New York City Industrial Development Agency, as agency, and ERY Tenant LLC, as lessee, dated as of December 1, 2015, effective as of December 11, 2015 and recorded on January 8, 2016 in the City Register's Office as CRFN 2016000007897, which ERY Tenant LLC, as assignor, assigned its right, title and interest to Hudson Yards North Tower Tenant LLC, as assignee, pursuant to that certain Assignment and Assumption Agreement (Tower A – Omnibus), dated as of December 11, 2015 and recorded on January 8, 2016 in the City Register's Office as CRFN 2016000007903, as the same may be amended, modified, restated, severed, subdivided or supplemented from time to time.

Tower A Loading Dock: As defined in Section 7.3(xiv) of the Declaration.

Tower A Tenant: As defined in Section 8.1 of the Declaration.

Tower A TW Parking Spaces: means those certain parking spaces in the Tower A Loading Dock as shown on the Floor Plans as Tower A TW Parking.

Tower Allocation Schedule: As defined in Section 6.1.2 of the Condominium By-Laws and attached as Exhibit 2 to the Tower By-Laws.

Tower Board: means the board of managers governing the Tower Section.

Tower Budget: As defined in the Tower By-Laws.

Tower Building: As defined in Article 3 of the Declaration.

Tower Building Location Name: As defined in Section 1.4.3 of the Declaration

Tower Building Name: As defined in Section 1.4.1 of the Declaration.

Tower Building Systems: means each of the following systems servicing the Tower Limited Common Elements or two or more Tower Units and not the Retail Unit, except to the extent the same is part of a Unit or an Individual Unit System or the General Common Building Systems:

(a) those electrical systems (including any and all risers, feeders, lines, meters, equipment transformers, main switchgears, distribution panelboards, circuit breakers, conduits and wires) bringing electrical power into the Building and distributing such electrical power throughout the Building from and after the point at which such systems are not part of the General Common Building Systems by virtue of their exclusive service beyond such point to the Tower Section and including any panelboard which exclusively serves the Tower Limited Common Elements or two or more Tower Units and not the Retail Unit (and including the circuit breaker within any such panelboard, but excluding any circuits (and Equipment) fed from such circuit breaker), and including the master building electric meter(s);

(b) The Plumbing Equipment from and after the point at which such systems are not part of the General Common Building Systems by virtue of their exclusive service beyond such point to the Tower Section, including sanitary and sewage, storm water, and domestic hot and cold water, other than plumbing systems dedicated solely to the Time Warner Unit, Ob Deck Unit or Retail Unit;

(c) the fire protection systems and equipment (including any applicable panelboards, cables, conduits and wires) within Tower Limited Common Elements interfacing between or among the separate fire command stations and monitoring systems (specifically excluding fire protection fit-out within Units);

(d) the stair pressurization systems;

(e) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting the Tower Limited Common Elements and/or any portion(s) of two or more Tower Units and not the Retail Unit (except those of the above items which are included in any Unit);

(f) the portion of the building management system (including the carbon monoxide detection systems for the Tower A Loading Dock (which constitute Tower Limited Common Elements)) constituting Tower Limited Common Elements, except for those portions of the building management systems which exclusively service the Time Warner Unit and the Retail Loading Dock;

(g) the central and appurtenant installations and systems for other low voltage building services such as wifi, telecom, lighting controls/dimming systems and other technologies (including all conduits, risers, pipes, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith, but excluding any of the foregoing equipment owned by the service providers or other third parties, the "Services Equipment"); however, excluding all Services Equipment from and after the point of entry to a Unit (including, without limitation) and serving only that Unit;

(h) the Gas Equipment from and after (but not including) the cutoff valve at the first point of entry to the Tower Section and not serving the Retail Unit or General Common Elements; however, excluding the Gas Equipment from and after (but not including) the cutoff valve at the first point of entry to all or any portion of a Unit and serving only that Unit.

Tower By-Laws: As defined in Section 1.3.1 of the Declaration.

Tower Common Charges: As defined in the Tower By-Laws.

Tower Common Expenses: As defined in Section 6.1.2 of the Condominium By-Laws.

Tower Company Operating Agreement: As defined in Section 8.1 of the Declaration.

Tower Construction Lender: As defined in Section 8.1 of the Declaration.

Tower Construction Loan: As defined in Section 8.1 of the Declaration.

Tower Cooling Systems: As defined in Section 6.5.4(a) of the Condominium By-Laws.

Tower LCE Mechanical Terrace: As defined in Section 7.3(xxii) of the Declaration.

Tower Limited Common Elements: As defined in Section 7.3 of the Declaration. Tower Limited Common Elements includes, among other things, Exclusive Terraces.

Tower Member: As defined in Section 8.1 of the Declaration.

Tower Messenger Center: As defined in Section 7.3(xv) of the Declaration.

Tower Roof: As defined in Section 7.3(i) of the Declaration.

Tower Rules and Regulations: means rule and regulations promulgated by the Tower Board from time to time with respect to the Tower Section in accordance with the Tower By-Laws.

Tower Section: As defined in Section 4.4 of the Declaration.

Tower Unit and Tower Units: As defined in Section 4.4 of the Declaration.

Tower Unit Owner and Tower Unit Owners: As defined in Section 4.4 of the Declaration.

Traffic Management Plan: As defined in Section 10.1 of the Declaration.

TRIPRA: As defined in Section 12.6.5 of the Condominium By-Laws.

TW Broadcast Rights: As defined in Section 8.6.1 of the Declaration.

TW Competitor: As defined in Section 1.4.1(v) of the Declaration.

TW Development Agreements: As defined in the definition of Development Agreements above.

TW Dedicated Technology Equipment: As defined in Section 7.2(iv)(1) of the Declaration.

TW Location Names: As defined in Section 1.4.1 of the Declaration

TW Mechanical Terrace: As defined in Section 7.4.1 of the Declaration.

TW Satellite Equipment: As defined in Section 15.12 of the Declaration.

TW Units: As defined in Section 9.1.1(g) of the Condominium By-Laws.

TW Units Agreement: As defined in Section 9.1.1(g) of the Condominium By-Laws.

TWNY: As defined in Section 8.1 of the Declaration.

Unanimous or unanimously and words of similar import (whether or not capitalized) used in the Declaration and By-Laws, when referring to the Condominium Board means the affirmative vote of all Condominium Board Members in Good Standing; and when referring to a group of some or all Unit Owners and/or Boards, as the case may be, shall mean the affirmative vote of all Unit Owners in Good Standing within the identified group.

Underlying Agreements: As defined in Section 8.1 of the Declaration.

Unit: means any of the Units or any condominium units resulting from a subdivision or combination of any of the foregoing Units (as and to the extent permitted under the Condominium Documents).

Unit Development Rights: As defined in Section 1.5(a) of the Declaration.

Unit Owner: subject to Sections 25.2 and 25.3 of the Declaration, means the record owner, whether one or more Persons, of a Unit in fee simple absolute, from time to time or any Registered Mortgagee (or its designee or nominee) succeeding to such owner's interest in a Unit by foreclosure or by deed-in-lieu of foreclosure. All references to a Unit Owner shall be deemed to include such Unit Owner's successors and assigns. Every Unit Owner shall, with respect to its Unit, be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or by a tenancy by the entirety.

Unit Owner Finish Work: means the installations, furnishings, fixtures, finishes, equipment, fitting-out and other improvements, if any, to be developed and constructed in connection with the with the severance of such Unit from the Declarant Net Lease or the initial development or initial acquisition of such Unit by or on behalf of a Unit Owner or within any Unit (including any appurtenant Exclusive Use Tower Limited Common Elements or exclusive Easements appurtenant thereto) in order to prepare the same solely for the initial use and occupancy by such Unit Owner or its Affiliate.

Unit Owner in Good Standing: means, as of any given date, a Unit Owner (or Declarant Net Lessee or, subject to Sections 25.3 of the Declaration and 14.6 of the Condominium By-Laws, the Net Lessee, as applicable) with respect to which no Event of Default has occurred and is continuing at the time in question.

Unit Owners Meeting: As defined in Section 3.1 of the Condominium By-Laws.

Unit Restoration Work: As defined in Section 12.9.4 of the Condominium By-Laws.

UTEF: As defined in Section 8.1 of the Declaration.

Utility Service Area: As defined in Section 6.5 of the Condominium By-Laws.

Violation-Causing Board: As defined in Section 10.2 of the Condominium By-Laws.

Violation-Causing Unit Owner: As defined in Section 10.2 of the Condominium By-Laws.

WF Dedicated Technology Equipment: As defined in Section 7.2(iv)(2) of the Declaration.

WF Stage Coach: As defined in Section 15.31 of the Declaration.

WF Systems: mean each of the following systems to the extent exclusively serving the WF Unit and exclusive of all or any portion of the following otherwise constituting Building Systems:

(a) any central ventilation supply and/or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping to the extent serving or benefiting only the WF Unit;

(b) central and appurtenant installations for services exclusively benefiting the WF Unit or the WF Unit Owner, such as power (including, without limitation, emergency power), light, telephone, television, cable, gas, sanitary and storm drainage, plumbing (and associated tanks), hot and cold water, chilled and/or condensed water, heat and air conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines and cables used in connection therewith); and

(c) electrical risers, feeders and lines, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, and all plumbing fixtures, systems for distribution of cold water, hot water and chilled water (including pumps, valves, pressure reducers, meters, and water heaters and chillers).

WF Unit: As defined in Section 4.2(vii) of the Declaration.

WF Unit Owner: As defined in Section 4.4 of the Declaration.

WM Entity(ies): As defined in Section 1.4.1 of the Declaration.

Yards Parcel Owner: As defined in the Master Declaration.

YP Obligation Assessment: As defined in the ERY FAPOA Declaration.

ZLDA: As defined in Section 1.5 of the Declaration.

Zoning Resolution: As defined in Section 8.1 of the Declaration.

**20-30 HUDSON YARDS MASTER CONDOMINIUM  
Allocation Schedule**

**Cost Control Category II: Common Interest**

The Common Interest Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the General Common Elements, including without limitation those costs relating to security, cleaning, technology infrastructure, insurance premiums, equipment maintenance, management payroll, replacement of equipment, utilities (including common area standby power), and miscellaneous costs incidental thereto.

All expense line items contained within the Common Interest Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage of the Building. The corresponding cost estimates are based on the expense line items for the Common Interest Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Retail	1,317,149	32.55%
Warner Media	1,455,212	36.06%
Wells Fargo	503,385	12.44%
PE Unit 1	288,255	7.12%
PE Unit 2	66,929	1.65%
Related	251,996	6.23%
Oxford	42,838	1.06%
Observation Deck	116,910	2.89%
<b>Total</b>	<b>4,046,672</b>	<b>100.00%</b>

**Cost Control Category II: Mechanical Easement**

The Mechanical Easement Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the General Common Mechanical Easements for Warner Media and Wells Fargo, including without limitation costs relating to security, cleaning, building system maintenance, replacement of equipment and miscellaneous costs incidental thereto.

All expense line items contained within the Mechanical Easement Cost Control Category are allocated to each Unit Owner based on their pro-rata share of gross square footage of the Roof of the Retail Unit. The corresponding cost estimates are based on the expense line items for the Mechanical Easement Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Retail	6,118	44.49%
Warner Media	3,308	24.06%
Wells Fargo	4,325	31.45%
PE Unit 1	--	0.00%
PE Unit 2	--	0.00%
Related	--	0.00%
Oxford	--	0.00%
Observation Deck	--	0.00%
<b>Total</b>	<b>13,751</b>	<b>100.00%</b>

**20-30 HUDSON YARDS MASTER CONDOMINIUM**  
Allocation Schedule

**Cost Control Category III - Tunnel**

The Tunnel Cost Control Category is intended to include all costs and expenses for the ongoing operation and maintenance of the subway tunnel connection as described in the Tunnel Operation Agreement to be entered into by the 20/30HY Master Board, including without limitation costs relating to security, cleaning, maintenance, replacement of equipment, utilities and miscellaneous costs incidental thereto.

All expense line items contained within the Tunnel Cost Control Category are allocated to 50 Hudson Yards at 40% and to the 20/30HY Master Board at 60%. The total allocated cost to the Retail Unit at 20% and then allocated amongst the Tower Unit Owners based on pro-rata share of GSF.

Initial Allocation	Allocation %	
50 Hudson Yards	40%	
20/30HY Master Board	60%	
<b>Total</b>	<b>100.00%</b>	
Allocation to Tower & Retail	Allocation %	
Tower Unit Owners	40.00%	
Retail Unit	20.00%	
<b>Total</b>	<b>60.00%</b>	
Tower Unit Owners	GSF	Allocation %
Warner Media	1,459,212	21.38%
Wells Fargo	503,385	7.38%
PE Unit 1	288,255	4.22%
PE Unit 2	66,929	0.98%
Related	251,996	3.69%
Oxford	42,838	0.63%
Observation Deck	116,910	1.71%
<b>Total</b>	<b>2,729,524</b>	<b>40.0%</b>

**Cost Control Category IV - Parcel Owner's Association**

The Parcel Owner's Association Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the Parcel Owners Association, including without limitation costs relating to perimeter security, cleaning, maintenance, replacement of equipment, utilities and miscellaneous costs incidental thereto.

All expense line items contained within the Parcel Owner's Association Cost Control Category are first allocated to the Retail Unit based on the 60% ERY Adjusted GSF allocation of expenses afforded to retail spaces at the ERY as set forth in the Amended and Restated Declaration Establishing the ERY Facility Airspace Parcel Owners' Association. Remaining costs are allocated to the Tower Unit owners based on pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Parcel Owner's Association Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Retail	769,530	21.97%
Warner Media	1,465,302	41.77%
Wells Fargo	502,947	14.36%
PE Unit 1	288,595	8.24%
PE Unit 2	66,838	1.91%
Related	251,932	7.19%
Oxford	42,831	1.22%
Observation Deck	116,879	3.34%
<b>Total</b>	<b>3,502,854</b>	<b>100.00%</b>

1. Allocations from the POA to Building that have a materially disproportionate effect on the non-office Unit Owners in the Building shall be allocated in accordance with the usage of such charge.

**20-30 HUDSON YARDS MASTER CONDOMINIUM**  
Allocation Schedule

**Cost Control Category V: Parcel Owner's Association Easement**

The Parcel Owner's Association Easement Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the P31 and P32 elevators located at 10 Hudson Yards as set forth in the Amended and Restated Declaration Establishing the ERY Facility Airspace Parcel Owners' Association.

All expense line items contained within the Parcel Owner's Association Easement Cost Control Category are first allocated to the Retail Unit and the Tower based on ZSF. allocation of expenses as set forth in the Agreement. Remaining costs are allocated to the Tower Unit owners based on pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Parcel Owner's Association Easement Cost Control Category as further described herein.

Initial Allocation	Allocation %
20/30HY Master Board	50.00%
10 Hudson Yards	50.00%
<b>Total</b>	<b>100.00%</b>
<b>Allocation to Tower &amp; Retail</b>	
Tower Unit Owners	68.04%
Retail Unit	31.96%
<b>Total</b>	<b>100.00%</b>
<b>Tower Unit Owners</b>	
Warner Media	36.37%
Wells Fargo	12.55%
PE Unit 1	7.19%
PE Unit 2	1.67%
Related	6.28%
Oxford	1.07%
Observation Deck	2.91%
<b>Total</b>	<b>68.04%</b>

**Cost Control Category VI: Vehicle Screening Area**

The Vehicle Screening Area Cost Control Category is intended to include all costs and expenses for the ongoing operation and maintenance of the Vehicle Screening Area, including without limitation costs relating to security, vehicle screening, cleaning, maintenance, replacement of equipment, utilities and miscellaneous costs incidental thereto.

All expense line items contained within the Vehicle Screening Area Cost Control Category are first allocated to the Retail Unit and Tower based on pro-rata share of Loading Dock Bays. The total allocated cost to the Tower is then allocated to each Tower Unit based on the projected consumption of the Tower loading dock and reconciled on an annual basis based on actual consumption of the loading dock, as summarized below. The corresponding cost estimates are based on the expense line items for the Vehicle Screening Area Cost Control Category as further described herein.

Allocation to Tower & Retail	Bays	Allocation %
Tower Unit Owners	7	29.17%
Retail Unit	17	70.83%
<b>Total</b>	<b>24</b>	<b>100.00%</b>
<b>Unit Owners</b>		
Warner Media	114	17.05%
Wells Fargo	22	3.29%
PE Unit 1	13	1.94%
PE Unit 2	3	0.45%
Related	11	1.65%
Oxford	2	0.30%
Observation Deck	30	4.49%
<b>Total</b>	<b>395.00</b>	<b>29.17%</b>

- The Retail Unit has 17 Loading Dock Bays. The Tower has 7 Loading Dock Bays.
- 1 hour of usage per bay constitutes 1 unit of consumption for measurement purposes. Multiple bay consumption in the same hour will be measured as multiple units per hour.
- For the Initial Budget, VSA consumption projections are based on the traffic study performed by Philip Habib Associates dated May 23, 2018. Expenses to be reconciled annually based on each Unit's actual consumption.
- Unit owner allocation = total VSA cost X (# of units consumed / total # of units consumed)



**20-30 HUDSON YARDS MASTER CONDOMINIUM**  
*Allocation Schedule*

**Cost Control Category VII: Insurance**

The Insurance Cost Control Category is intended to include all costs related to insurance coverages obtained by the Condominium Board on behalf of the Building.

All expense line items contained within the Insurance Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Insurance Cost Control Category as further described herein.

To the extent the Condominium Board acquires insurance on behalf of the Tower Building, any Unit or combination thereof under the same policy, the premiums therefor will be allocated in a manner consistent with the methodology used by the insurers to develop the premiums, as if such coverage was obtained under separate policies for each applicable insure. For example, policies with premiums tied to building replacement value and/or gross square footage will be allocated according to the respective building replacement values and gross square footages of the Tower Building, General Common Elements and Retail Unit. Building replacement value for General Common Elements will be calculated using a weighted average blend of the building replacement values per square foot for the Tower Building and Retail Unit. For purposes of calculating the building replacement values for Tower Building and Retail Unit, the respective costs of the structural elements, including the exterior curtainwall system, are included therein despite such elements being classified as general common elements. To the extent additional coverage is obtained under the master policy but is specific to a Unit, such as coverage for business interruption exposure, the premiums therefore will be entirely allocated to that Unit.

Unit Owners	GSF	Allocation %
Retail	1,317,149	32.55%
Warner Media	1,459,212	36.06%
Wells Fargo	503,385	12.44%
PE Unit 1	286,255	7.12%
PE Unit 2	66,929	1.65%
Related	251,996	6.23%
Oxford	42,838	1.06%
Observation Deck	116,910	2.89%
<b>Total</b>	<b>4,046,672</b>	<b>100.00%</b>

**Cost Control Category VIII: Direct**

The Direct Cost Control Category is intended to include all costs relating to Direct Unit Owner expenses (i.e. utilities) or proprietary work performed by the Master Board on their behalf.

**Cost Control Category IX: Capital Expenses**

The Capital Expenses Cost Control Category is intended to include all costs of a Capital Expense nature, including without limitation those capital costs relating to replacement, upgrade, improvement, refurbishment or modification of building structural elements, major systems, and infrastructure.

All expense line items contained within the Capital Expenses Cost Control Category are allocated based on the pro-rata share of gross square footage of those Units benefiting from any such Capital Expense, unless specified otherwise in the Condominium Documents.

**AMENDED AND RESTATED TOWER BY-LAWS**

**OF**

**20-30 HUDSON YARDS CONDOMINIUM**

**ARTICLE 1**

**GENERAL**

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Tower By-Laws shall have the meanings given to such terms in the Declaration and/or Condominium By-Laws or in the Table of Definitions annexed hereto as Exhibit 1 and made a part hereof.

1.2 Purpose. The purpose of these Tower By-Laws is to set forth the rules and procedures concerning the conduct of the exclusive affairs of the Tower Section at the 20-30 Hudson Yards Condominium (the "Condominium"); the By-Laws of the Condominium (the "Condominium By-Laws", together with the Declaration and these Tower By-Laws, the "Condominium Documents") detail the rules and procedures concerning the conduct of the affairs of the Condominium. The Tower Section and these Tower By-Laws shall be subject to the provisions of the Declaration and the Condominium By-Laws. The Tower Section is initially comprised of seven (7) Tower Units and the Tower Limited Common Elements.

1.3 Principal Office of Condominium. The principal office of the Tower Section shall be located either within the Tower Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Tower Board.

**ARTICLE 2**

**TOWER BOARD**

2.1 General Description of Tower Board.

2.1.1 As more particularly set forth in Section 2.2 hereof, the affairs of the Tower Section shall be governed by a board of managers of the Tower Section (the "Tower Board"). As more particularly set forth in Sections 2.3 and 2.9 hereof (but subject to the provisions of Article 9 hereof governing the composition of the Tower Board in the event of a subdivision or combination of Tower Unit(s)), including as a result of any Multiple Unit Election, the Tower Board shall initially consist of seven (7) members (each, a "Tower Board Member"), except as otherwise provided in Section 9.2.1(c) hereof.

2.1.2 No restrictions shall apply as to which person a Tower Unit Owner may designate a Tower Board Member from time to time (which designation shall be in writing) to the Tower Board except that each Tower Board Member (and any proxy) must be a natural person and not an entity. A Tower Board Member designated by a Unit Owner may be the same person designated by such Unit Owner on the Condominium Board.

2.1.3 If any Tower Unit is owned by Declarant but subject to a Declarant Net Lease, the Declarant Net Lessee, and not the Declarant, shall have the right to vote the Tower Common Interest or Tower Budget Interest of such Tower Unit. Following notice by Declarant or the Declarant Net Lessor to the Tower Board that an Event of Default (as defined in the applicable Declarant Net Lease) has occurred under such Declarant Net Lease, (a) the Declarant Net Lessee under such Declarant Net Lease may not thereafter exercise any voting rights as a member of the Tower Board until further written notice is provided from Declarant or the Declarant Net Lessor to the Tower Board that such voting rights have been reinstated, and (b) Declarant may replace the member of the Tower Board designated by the applicable Declarant Net Lessee, subject to the right of such Declarant Net Lessee to redesignate a member to the Tower Board after a further notice from Declarant or the Declarant Net Lessor that the Declarant Net Lessee may effectuate such redesignation.

## 2.2 Powers and Duties of Tower Unit Owners and Tower Board.

2.2.1 General. (a) The Tower Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Tower Section (except such powers and duties which by Law or the Condominium Documents may not be delegated to the Tower Board by the Tower Unit Owners). Without limitation but subject to the Condominium Documents, such powers of the Tower Board shall include determinations which relate to more than one Tower Unit or affect or involve the Tower Limited Common Elements. Subject to the terms of the Condominium Documents and these Tower By-Laws, all determinations, however, which do not relate to or affect or involve the Tower Limited Common Elements, and: (A) do not affect (to more than a *de minimis* extent) any portion of the Building other than the General Common Elements, shall be made by the Condominium Board; (B) do not affect (to more than a *de minimis* extent) any portion of the Building other than those areas governed by a Sub-Board, as applicable, shall be made by the applicable Sub-Board; and (C) affect only one Tower Unit and do not affect (to more than a *de minimis* extent) any other Tower Unit, Section or area governed by a Sub-Board (including the enjoyment of any General Common Elements, Tower Limited Common Elements or Exclusive Terraces), shall be made by the applicable Tower Unit Owner.

(b) All actions taken by the Tower Board must be consistent with the Project Standards.

2.2.2 Tower Board. Subject to, and in accordance with, the provisions of Section 2.2.1 hereof, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.9 and Articles 6 and 17 hereof, these Tower By-Laws and the provisions, if any, of the Condominium Documents as may grant to one or more Tower Unit Owner(s) or any Sub-Board(s) or Board Member(s), as the case may be, rights of consent or approval with respect to certain matters, the Tower Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Tower Section, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of, (ii) the making of Alterations to, and (iii) the making of Repairs of, the Tower Limited Common Elements (but

subject to Section 6.2.2(d) hereof in the case of Exclusive Terraces), in the condition and otherwise in such manner that the Project Standards are maintained.

(b) Determination and imposition of Tower Common Charges, preparation and adoption of Budgets as hereinafter provided, and determination and imposition of Tower Special Assessments, subject to the Tower Allocation Schedule.

(c) Methods of, and procedures with respect to, collection of Tower Common Charges and Tower Special Assessments from the Tower Common Charge Obligors, and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Tower Limited Common Elements.

(e) Promulgation (and amendment) of Tower Rules and Regulations or other rules, regulations and protocols from time to time (as more particularly provided in Article 16 hereof), to the extent the same are consistent with the Condominium Documents.

(f) In the name of the Tower Board or its designee, on behalf of all Tower Unit Owners, purchasing or otherwise acquiring Tower Units at foreclosure or other similar sales.

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with Tower Units acquired by the Tower Board or its designee on behalf of all Tower Unit Owners (it being understood and agreed, however, that the Tower Board shall not vote the Tower Common Interest or Tower Budget Interest appurtenant to any Tower Units so acquired).

(h) [Intentionally Omitted].

(i) Making Alterations to, and Repairs of, the Tower Limited Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings (except to the extent the same are expressly the obligation of the Condominium Board or of a Tower Unit Owner, or a Sub- Board hereunder).

(j) Enforcing obligations hereunder and the Tower Rules and Regulations of: (i) each Tower Unit Owner; and (ii) each Sub-Board (including, without limitation, the obligation of the applicable Sub-Board under the second sentence of Section 13.1.3 hereof with respect to an Event of Default by a Tower Unit Owner within the applicable Sub-Group or Section, if such Event of Default affects (to more than a *de minimis* extent) a Tower Unit Owner which does not own a Tower Unit in such Section or the Condominium Board (or other Board)), including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(k) (1) Maintaining bank accounts on behalf of the Tower Section (with respect to matters within the Tower Board's jurisdiction as provided in these Tower By-Laws) and (2) designating the signatories required therefor.

(l) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Tower Board in accordance with Article 12 hereof.

(m) Subject to the provisions of Section 2.2.8 hereof, borrowing money on behalf of the Tower Section.

(n) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Tower Board with respect to such matters as the Tower Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Tower Units acquired by the Tower Board on behalf of all Tower Unit Owners.

(o) Subject to the provisions of Section 2.2.7 hereof, execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Tower Limited Common Elements which the Tower Board deems necessary or appropriate to comply with the Underlying Agreements, or with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Tower Section; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Tower Section which the Tower Board deems necessary or appropriate; or (y) a Tower Unit, if the owner of such Tower Unit (or Tower Board or other Sub-Board on behalf of such Tower Unit Owner) requests, or under the Condominium Documents is required to request, that the Tower Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Tower Board determines that taking such action is appropriate.

(p) [Intentionally Omitted].

(q) Preparation, execution and recording, on behalf of all Tower Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of these Tower By-Laws whenever, in the Tower Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Tower By-Laws; and preparation, execution and recording, on behalf of any Sub-Board and at such Board's expense, as such Board's attorney-in-fact, coupled with an interest, a restatement of the Sub-By-Laws applicable to such Sub-Board, whenever, such Sub-Board has determined that it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the applicable Sub-By-Laws (provided that nothing contained in this Section 2.2.2(q) shall be deemed to authorize the Tower Board to make any substantive changes to said Sub-By-Laws).

(r) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Tower Section and/or the Tower Board.

(s) Obtaining insurance which is the obligation of the Tower Board to maintain in accordance with the requirements of Article 12 hereof and the Condominium By-Laws.

(t) Making contributions to Covered Organizations, provided there has been a Unanimous vote of the Tower Board in favor of such contribution.

(u) [Intentionally Omitted].

(v) [Intentionally Omitted].

(w) [Intentionally Omitted].

(x) [Intentionally Omitted].

(y) Leasing or licensing of portions of the Tower Limited Common Elements as provided in the Condominium Documents subject to the provisions of these Tower By-Laws, including without limitation Section 2.16 hereof and in furtherance of Section 8.7.5 of the Declaration.

(z) [Intentionally Omitted].

(aa) Entering into a lease, license or other occupancy agreement, on commercially reasonable terms, for a management office for the Tower Board to conduct its business in accordance with the terms hereof, which may be located either within or outside of the Eastern Rail Yard.

Subject to any specific provisions in these Tower By-Laws and the Condominium Documents to the contrary (including without limitation Article 17 hereof), all determinations made and actions taken by the Tower Board shall be made or taken on the basis of a Majority Tower Member Vote; provided, however, that

(1) all determinations made and actions taken in accordance with clause (a), (b) and (i) of this Section 2.2.2 or otherwise relating to budgetary matters (or as specifically provided herein to require a Tower Budget Interest Vote) shall be on the basis of the required Tower Budget Interest Vote for the applicable Tower Cost Control Category in accordance with Article 6 hereof;

(2) except as expressly set forth in the Condominium Documents, including, without limitation, Section 17.1.2 of the Condominium By-Laws and Section 2.2.2(13) hereof, all determinations made and actions taken in accordance with clause (e) of this Section 2.2.2 shall be subject to Article 16 hereof and on the basis of a Tower Common Interest Vote of 75%; provided, however, that (A) subject to clause (B) of this paragraph (2), such determinations and actions with respect to Tower Rules and Regulations that relate to a particular portion of the Property, and/or a particular service or activity, which is covered by a Tower Cost Control Category other than the "General & Administrative" Tower Cost Control Category shall be on the basis of a Majority Tower Budget Interest Vote; and (B) no Tower Rule and Regulation shall

be inconsistent with the rights and obligations of any Tower Unit Owner expressly set forth in the Condominium Documents;

(3) no vote shall be required in connection with actions taken in accordance with clause (q) of this Section 2.2.2;

(4) no vote shall be required in connection with any action taken under subclause (ii)(y) of clause (o) of this Section 2.2.2 if the Tower Board is expressly required to take such action under any provision hereof or of the Declaration;

(5) all determinations made and actions taken under clauses (f), (g) (with respect to the sale of Tower Units only), (l) (with respect to insurance claims in excess of \$2,000,000 only) and (r) (with respect to any settlement of any litigation or arbitration resulting in liability to the Tower Section in excess of \$2,000,000 only) of this Section 2.2.2 shall be on the basis of a Tower Common Interest Vote of 75%;

(6) for purposes of voting with respect to determinations made and actions taken under clause (j) of this Section 2.2.2, the Tower Unit Owner alleged to be in default, and all other Tower Unit Owners that are Affiliates thereof, shall be deemed to not be Tower Unit Owners in Good Standing (subject to Section 9.2.1(b)) hereof;

(7) to the extent any determination made or action taken under clause (c) or (d) of this Section 2.2.2 relates to a particular portion of the Property, and/or a particular service or activity, which is covered by a Tower Cost Control Category, such determinations and actions shall be on the basis of a Majority Tower Budget Interest Vote (such that any Tower Unit Owner with a 0% allocation in any Tower Cost Control Category on the Tower Allocation Schedule shall have no voting rights with respect to monetary or non-monetary decisions involving such Tower Cost Control Category);

(8) any determination to change any of the insurance requirements set forth in Article 12 hereof shall (i) if such requirement relates to the Tower Limited Common Elements, and the determination is to reduce such requirement (whether as to amount, scope or otherwise), require a Tower Common Interest Vote of 75%; and (ii) if such requirement relates to the Limited Common Elements and the determination would, by itself, result in a Tower Budget Threshold for the "Insurance" Tower Cost Control Category being exceeded, require a Tower Common Interest Vote of 75%;

(9) any modifications to the Tower Allocation Schedule shall require a Unanimous vote of the Tower Board (or with respect to any Tower Cost Control Category, the Unanimous vote of all Tower Board Members designated by each of the Tower Units with an allocation greater than 0% in such Tower Cost Control Category pursuant to the Tower Allocation Schedule);

(10) the Tower Board shall not have the right to impose Tower Common Charges and/or Tower Special Assessments and/or any other charges or assessments in a discriminatory manner so as to adversely affect in more than a *de minimis* manner one Tower Unit Owner, Subdivided Tower Unit Group(s) or Sub-Group and not the other(s) without the

affirmative vote of the Tower Board Member designated by such other adversely affected Tower Unit(s) or Sub-Group(s);

(11) [Intentionally Omitted];

(12) the Tower Board shall not take any action of the nature prohibited by or inconsistent with the Declaration without the consent of any Tower Unit Owner whose Tower Unit is adversely affected to more than a *de minimis* extent (except as required by Law, or in the event of Emergency (in which case the Tower Board will use commercially reasonable efforts to minimize the extent and duration of any adverse effect on any other portion of the Building, including, without limitation, the use, occupancy or operation thereof)) by such action;

(13) the Tower Board, notwithstanding any provision to the contrary in the Condominium Documents, shall not amend, restate, replace, supplement or otherwise modify any rules, regulations, policies, procedures and/or protocols relating to the safety or security of the Tower Building and its Occupants without a Unanimous Tower Common Interest Vote.

(14) the Tower Board shall not adopt or apply any policy, rule or regulation (including without limitation a Tower Rule and Regulation) in a discriminatory manner so as to thereby adversely affect one Tower Unit Owner, Sub-Group or Subdivided Tower Unit Group and not the other(s) in more than a *de minimis* manner or which directly or indirectly impairs in more than a *de minimis* manner the right of any Tower Unit Owner, Sub-Group or Subdivided Tower Unit Group to use its Tower Unit or their respective Tower Units for the purposes permitted herein (which shall for the purposes of the Ob Deck Unit, take into account the unique nature of the Observation Deck Uses and for purposes of the Time Warner Unit, take into account the unique broadcast and media operations being conducted in the Time Warner Unit) or to transfer its Tower Unit;

(15) except with respect to temporary Emergencies, the Tower Board shall not adopt or apply any policy, rule or regulation (including, without limitation, a Tower Rule and Regulation that is inconsistent with the procedures set forth in the Condominium Documents (including the exhibits thereto)) that either (A) impairs access to or from the Retail Unit, (B) imposes security requirements on the Retail Unit that are inconsistent with the provisions of Section 6.2.2(g) or (C) otherwise restricts or prohibits the Retail Unit Owner from operating in accordance with the Retail Standard, without prior written consent of the Retail Unit Owner; and

(16) except with respect to temporary Emergencies, the Tower Board shall not adopt or apply any policy, rule or regulation (including without limitation a Tower Rule and Regulation that is inconsistent with the procedures set forth in the Condominium Documents (including the exhibits thereto)) and either (A) impairs access to or from the Ob Deck Unit (including the elevators servicing the Ob Deck Unit) or (B) imposes security requirements on the Ob Deck Unit that are inconsistent with the provisions of Section 6.2.2(g), without the affirmative vote of the Ob Deck Unit Owner.

2.2.3 Tower Unit Owners. Subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), each of the Tower Unit Owners shall be entitled to make determinations with respect to all matters relating



exclusively to its Tower Unit and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, its Tower Unit, appurtenant Exclusive Terraces (as applicable, and in accordance with Section 7.4.3 of the Declaration, Section 6.2.2(d) of the Condominium By-Laws and Sections 6.2.2(d) and 8.3 of these Tower By-Laws) and all of such Tower Unit Owner's Individual Unit Systems solely for the benefit of and use by such Tower Unit at such Tower Unit Owner's sole cost and expense, subject, however, to those provisions hereof and the Condominium Documents that restrict use and operation thereof and/or that expressly provide otherwise and/or that require approval by the Condominium Board or the Tower Board or another affected Tower Unit Owner, each as set forth in the Condominium Documents. Notwithstanding the foregoing, such Tower Unit Owner shall at its sole expense maintain its Tower Unit and the Exclusive Terraces appurtenant thereto in good order and repair, all in accordance with (i) the terms of the Condominium Documents and these Tower By-Laws and (ii) the Project Standards, subject to (a) the obligations of the Condominium Board or the Tower Board, as applicable, contained in the Condominium Documents and/or these Tower By-Laws, and (b) without limiting Section 6.2.2, recourse against a Tower Unit Owner to the extent the same is necessitated by the negligence or willful acts of such Tower Unit Owner or its Permittees. Notwithstanding anything contained in the Condominium Documents to the contrary, nothing contained in these Tower By-Laws is intended to limit the obligations of Developer under any Member Agreement.

2.2.4 Condominium Documents. The Tower Section and Tower Board will be governed by the Tower By-Laws as well as by the Declaration and the applicable provisions of the Condominium By-Laws and Underlying Agreements.

2.2.5 Agents for the Boards and Tower Unit Owners. (a) Any action required or permitted to be taken by the Tower Board pursuant to the provisions of the Condominium Documents shall be done or performed by the Tower Board or on behalf of the Tower Board and at its direction by the agents, officers, employees or designees of the Tower Board, and the Tower Board may employ one or more managing agents and/or managers, at a compensation established by the Tower Board, to perform such duties and services as the Tower Board shall authorize and in a manner consistent with such authorization, except (unless in specific instances provided in the Condominium Documents or as otherwise authorized by a Unanimous vote of the Tower Board) in connection with the actions set forth in subparagraphs 2.2.2(b), (e), (f), (g), (j), (k)(2), (l), (m), (n), (o), (q) and (t) hereof.

(b) Any action required or permitted to be taken by a Sub-Board pursuant to the provisions of the Condominium By-Laws, the Declaration or these Tower By-Laws or Sub-By-Laws, shall be done or performed by such Sub-Board or on behalf of such Sub-Board and at its direction by the agents, officers, employees or designees of such Sub-Board, and such Sub-Board may employ one or more managing agents and/or managers, at a compensation established by such Sub-Board, to perform such duties and services as the Sub-Board in question shall authorize in accordance with the applicable Sub-By-Laws.

(c) Any action required or permitted to be taken pursuant to the provisions of these Tower By-Laws by a Tower Unit Owner shall be done and performed by such Tower Unit Owner or on its behalf and at its direction by the agents, officers, employees or

designees of such Tower Unit Owner, and each Tower Unit Owner may employ one or more managing agents and/or managers, at a compensation established by such Tower Unit Owner, to perform such duties and services as such Tower Unit Owner shall authorize.

(d) Subject to the limitations set forth in this Section 2.2.5, any of the Tower Unit Owners, the Tower Board and/or the other Boards may by mutual agreement employ the same managing agent(s) and/or manager(s).

(e) With respect to those services or areas subject to joint operation and/or joint agreements covering both Tower Unit Owner responsibility and Tower Board responsibility, as set forth in the Initial Tower Budget, the Tower Board shall initially, and thereafter at the request of a Tower Unit Owner the Tower Board may, with respect to such services or areas (or similar base building type services or areas), include such Tower Unit Owner obligations as part of any of its master contracts or agreements for the benefit of such Tower Unit Owner, at the sole cost, expense and liability of such Tower Unit Owner, and such Tower Unit Owner shall indemnify the Tower Board in all respects in connection with the Tower Unit Owner's obligations relating to such master contracts or agreements. The Tower Unit Owner shall pay any amounts owed in respect of such master contracts or agreements within the time periods set forth therein for payment of Tower Common Charges. Without limiting the foregoing, any amount expended by the Tower Board on such requesting Tower Unit Owner's behalf for such services or areas shall be collectible subject to the same rights and remedies of the Tower Board with respect to the collection of Tower Common Charges.

2.2.6 [Intentionally Omitted].

2.2.7 Limitation on Certain Actions and Expenditures. Notwithstanding any provision of these Tower By-Laws (including the provisions of Article 6) or any Condominium Document to the contrary, the Tower Board shall not, under any circumstance unless authorized to do so by a Unanimous vote of the Tower Board (and, in the case of clause (i) of this Section 2.2.7, by the written consents described therein):

(i) except to the extent required pursuant to the Underlying Agreements or required or permitted under Section 15.8 of the Declaration, enter into or deliver any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, which affects or involves a Tower Unit or the Tower Section (including its appurtenant Exclusive Terraces, as applicable) without, in each case, the prior written consent of the affected Tower Unit Owner(s) and/or Board(s), as the case may be; or

(ii) pay any amounts, or incur or authorize the incurrence of any expenditures, in connection with any of the following:

(1) advertising, marketing and promotions (other than with respect to Tower Units acquired by the Tower Board in accordance with the provisions hereof and of the Declaration), including, without limitation (A) marketing the Tower Building or portions of the Tower Building (other than Tower Units acquired by the Tower Board); and (B) presenting, producing or sponsoring any entertainment or special events in the Tower Limited Common

Elements (other than Exclusive Terraces appurtenant to any Tower Units acquired by the Tower Board), it being acknowledged that the Retail Unit Owner shall have the sole right to conduct advertising, marketing and promotion activities in the Retail Sponsorship Easement Areas (as defined in the Condominium By-Laws), subject to Exhibit D of the Declaration.

(2) the management of any portion of the Tower Building other than those portions of the Tower Building for which (and to the extent that) the Tower Board is responsible under these Tower By-Laws and the Condominium Documents;

(3) sales or leasing commissions other than in connection with Tower Units owned by the Tower Board;

(4) political or charitable contributions to any organization; and

(5) the operation, maintenance, Repair, or Alteration of any portion of the Property which is the responsibility of one or more Tower Unit Owners under the Condominium Documents, provided that this clause (5) shall not apply with respect to (the exercise by the Tower Board of any rights (including Repair rights or self-help rights) given to it in the Condominium Documents, notwithstanding that a Tower Unit Owner, the Condominium Board or a Sub-Board may ultimately be responsible to the Tower Board for the cost thereof.

Clauses (2) and (5) of the preceding sentence are not intended to prohibit, and shall not be interpreted to prohibit, personnel and employees of the Tower Section's managing agent from doing work for particular Tower Units or a Sub-Board, at the request and expense of a Tower Unit Owner or Sub-Board, to the extent such personnel and employees are (taking into account the duties and obligations of the managing agent under its agreement with the Tower Section) available to do so, all as set forth in more detail in the agreement described in Section 2.16.2 hereof (and as may be set forth in more detail (at the Tower Board's option) in any other management agreement entered into by the Tower Board with any Person for such Person to serve as the managing agent of the Tower Section). For the avoidance of doubt, to the extent not covered by the aforementioned agreement, the applicable Unit Owner may in its discretion make the appropriate arrangements, at its sole cost and expense, with the managing agent to perform maintenance or other work to its Unit or exclusive Tower Limited Common Elements that are otherwise the responsibility of such Unit Owner.

#### 2.2.8 Borrowing by the Tower Board.

(a) Borrowing by the Tower Board (a "Tower Borrowing") shall be permitted only: (i) as may be required as a result of a Tower Borrowing Condition; or (ii) for any other purpose if approved by a Unanimous vote of the Tower Board.

(b) No lien to secure repayment of any Tower Borrowing may be created or suffered: (i) on any Tower Unit or its appurtenant Tower Common Interest, without the prior written consent of the owner(s) of such Tower Unit(s); or (ii) on the Tower Limited Common Elements or any portion thereof (even if permitted by applicable Laws as may now or in the future exist) unless otherwise agreed to by a Unanimous vote of the Tower Board. Unless otherwise determined by a Unanimous vote of the Tower Board, (i) a Tower Borrowing shall be repaid (x) if such borrowing was incurred in connection with the consequences of a casualty

(including any rebuilding in connection therewith) or other event or condition covered by insurance, from any insurance proceeds ultimately received in connection therewith (provided that any such proceeds shall be applied, pro rata based on the Tower Common Interest of each Tower Unit, to both pay down the principal amount of such borrowing and to refund all applicable Tower Special Borrowing Assessments (as hereinafter defined) (excluding any portions thereof on account of interest and fees) (or to reduce the amount thereof to the extent not yet paid)); and/or (y) through a Tower Special Borrowing Assessment and (ii) the security for such Tower Borrowing shall be only as described in Section 2.2.8(d) hereof.

(c) Upon approving a Tower Borrowing, the Tower Board shall notify each Tower Common Charge Obligor of the aggregate principal amount required to be borrowed (the "Tower Borrowing Amount") and each Tower Common Charge Obligor's pro rata allocation thereof, which shall be determined consistent with the allocations within the applicable Tower Cost Control Categories, and shall be payable by each Tower Common Charge Obligor as a Tower Special Assessment. Each Tower Common Charge Obligor shall then have the option to elect to pay such Tower Special Assessment (hereinafter referred to as a "Tower Special Borrowing Assessment") either: (i) in a lump sum, to be paid on the date on which the Tower Board borrows the Tower Borrowing Amount (i.e., by such Tower Common Charge Obligor either paying from its own funds, or self-financing, the cost of its Tower Special Borrowing Assessment), provided that each Tower Common Charge Obligor shall be given not less than five (5) Business Days written notice of such date by the Tower Board and that such date shall not be less than fifteen (15) Business Days after the applicable Borrowing Notice (as defined below) is given, and in which case such Tower Unit Owner shall not be responsible for the payment of any amount of account principal, interest or other debt service on the Tower Borrowing; or (ii) in installments, as may be necessary, in the determination of the Tower Board, to pay principal, interest and fees on the Tower Borrowing (i.e., by opting "in" to the Tower Borrowing). Each Tower Common Charge Obligor shall advise the Tower Board of its election to pay its Tower Special Borrowing Assessment in a lump sum (as a "Tower Contributing Obligor") or in installments (as a "Tower Borrowing Obligor") within ten (10) Business Days following notice from the Tower Board (a "Tower Borrowing Notice") of the Tower Borrowing, the Tower Borrowing Amount, the material terms thereof and the amount of the contemplated installments pursuant to clause (ii) of the preceding sentence assuming the full amount of the Borrowing Amount is borrowed. The Tower Borrowing Amount approved by the Tower Board shall be reduced by the aggregate amount of the Tower Contributing Obligors' allocated share thereof (and the Tower Board shall promptly notify each Tower Borrowing Obligor of its allocated share of the reduced Borrowing Amount and of the actual amount of its required installment payments), and the reduced amount shall be repaid in accordance with the last sentence of Section 2.2.8(b) hereof.

(d) In connection with a Tower Borrowing, the Tower Board may pledge, encumber and grant security interests only in the anticipated receipts of the Tower Special Borrowing Assessments to be collected by the Tower Board from the Tower Borrowing Obligors, and from no other funds or assets of (or Tower Common Charges or Tower Special Assessments whensoever imposed, assessed, collected or received by) the Tower Board. Any amounts collected from a Tower Common Charge Obligor that is also a Tower Borrowing Obligor shall first be applied to pay all Tower Common Charges and Tower Special Assessments

then due and payable before being applied to pay any amounts then due from such Person in respect of a Tower Special Borrowing Assessment.

(e) All Tower Borrowings shall be by and in the name of the Tower Section, and shall expressly provide that no individual Tower Unit Owner (or shareholder, member, director or officer thereof) or Tower Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Tower Unit Owner or Tower Board Member (or except with respect to Tower Borrowing Obligors only, to the extent provided in this Section 2.2.8).

2.2.9 Insurance Requirements. Subject to clauses (s) and (8) of Section 2.2.2 hereof, the Tower Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 12 hereof with respect to the Tower Limited Common Elements and the Tower Section and Tower Board to be complied with, unless there is a Unanimous vote of all Tower Board Members to the contrary.

2.2.10 Miscellaneous.

(a) Any act with respect to a matter determinable by the Tower Board and deemed necessary or desirable by the Tower Board, shall be done or performed by the Tower Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Tower Board.

(b) Any dispute under Section 2.2 hereof as to the authority of the Tower Board to take an action without the consent of one or more of the Tower Unit Owners shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

2.2.11 Declarant Net Lessees. The rights and obligations of Declarant as a Tower Unit Owner under this Article 2 shall be deemed to have been assigned to its Declarant Net Lessee, and such assignment shall be binding upon and recognized by the Tower Board and the Tower Unit Owners and the Declarant Net Lessee shall be fully responsible to comply with the obligations of the Tower Unit Owner. Such assignment shall no longer be effective following notice by Declarant Net Lessor to the Tower Board that an Event of Default has occurred under a Declarant Net Lease, until further notice from the Declarant Net Lessor to the Tower Board that such assignment has been reinstated. A copy of each such assignment shall be delivered by the applicable Declarant Net Lessee to the Tower Board.

2.3 Number and Terms of Office of Board Members.

2.3.1 Except as may be otherwise provided for in Article 9 hereof governing the composition of the Tower Board in the event of a subdivision or combination of Tower Unit(s), the Tower Board shall initially consist of seven (7) individuals as follows: (a) one Tower Board Member designated by the Time Warner Unit Owner (or, subject to the provisions of Sections 9.1.1(b) and (g) hereof, and without limiting the Time Warner Unit Owner's rights under Section 9.1.1(g) hereof, if the Time Warner Unit has been subdivided, the Designated TW Owner) (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the Time Warner Unit); (b) one Tower Board Member designated by the Ob Deck

Unit Owner (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the Ob Deck Unit); (c) one Tower Board Member designated by the RHY Unit Owner (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the RHY Unit); (d) one Tower Board Member designated by the OX Unit Owner (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the OX Unit); (e) subject to Section 9.2.1(c) hereof, one Tower Board Member designated by the PE 1 Unit Owner (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the PE 1 Unit except as otherwise provided in Section 9.2.1(c) of these Tower By-Laws); (f) subject to Section 9.2.1(c) hereof, one Tower Board Member designated by the PE 2 Unit Owner (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the PE 2 Unit); and (g) one Tower Board Member designated by the WF Unit Owner (who shall vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, appurtenant to the WF Unit). Except as otherwise expressly provided in the Condominium Documents, all designations (and substitute and further designations) which are provided for in the Declaration or these Tower By-Laws shall be in writing and shall include an address specified for notice to such designated Tower Board Member. The right of Declarant or its successor as a Tower Unit Owner to designate a Tower Board Member shall be assigned to its Declarant Net Lessee (as more particularly provided in Section 25.2 of the Declaration), and such assignment shall be binding upon and recognized by the Tower Board and the Tower Unit Owners, provided that a copy of such assignment is delivered to the Tower Board. Subject in all events to the provisions of Section 2.4 hereof, the term of each Tower Board Member designated from time to time by each Tower Unit Owner shall first expire on the first (1st) anniversary of the recording of the Declaration and thereafter on each successive anniversary of such date; and, subject to the other provisions of this Section 2.3, the replacement for each such Tower Board Member, which may be the same person, shall be made by such Tower Board Member's Designator. There shall be no limit on the number of terms of office, successive or otherwise, that a Tower Board Member may serve.

2.3.2 If more than one Person owns a particular Tower Unit (or, if two or more Subdivided Tower Unit Owners are, pursuant to the terms of these Tower By-Laws, entitled together to designate a single Tower Board Member), such Persons shall (except as may otherwise be provided in Article 9 hereof), jointly designate the Tower Board Member hereinabove provided to be designated by the owner of such Tower Unit. Such Tower Board Member shall be authorized to divide its vote with respect to any one or more matters before the applicable Boards in accordance with the instructions of the Subdivided Unit Owners. Failing such a joint designation, the concurrence of such Persons shall be conclusively presumed if any one of them purports to make such designation, unless and until a protest of such designation is made by any other such Persons to the Tower Board. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration in accordance with the provisions of Article 15 hereof), no such Tower Board Member shall be deemed to have been appointed by the Designator in question; provided, however, that (i) for the limited purpose of determining whether a quorum exists at any meeting of the Tower Board, such Tower Board Member shall be deemed to have been appointed and Present in Person at any meeting of the Tower Board and (ii) such protest shall not nullify any vote or action taken by such Board Member prior to such protest being made.

## 2.4 Resignation and Removal.

2.4.1 Any Tower Board Member may resign at any time by notice given to the President or Secretary of the Tower Board and to such Tower Board Member's Designator. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.4.2 (a) Any Tower Board Member may be removed from office: (i) for cause, either (x) by the Designator of such Tower Board Member or (y) notwithstanding any protest of such Designator, by a Tower Common Interest Vote of 75% (provided that for purposes of this clause (y) such Designator and any Designators that are Affiliates thereof shall be deemed to not be Designators in Good Standing); and (ii) without cause, only by the Designator of such Tower Board Member. In the event of any removal described in the immediately preceding sentence, whether with or without cause, the Designator of such Tower Board Member shall have the sole right to designate the replacement of such member; and

(b) Any Tower Board Member whose removal for cause has been proposed shall (and its Designator shall) be given an opportunity to be heard at the meeting of the Tower Board at which such removal is to be considered; except that no opportunity to be heard shall be required if the removal is proposed or caused by such Tower Board Member's Designator.

2.5 Vacancies on Tower Board. The vacancy of a Tower Board Member's seat on the Tower Board shall be filled only by designation of the Designator of such member; and at any time that (but only for so long as) a Designator fails to designate its Tower Board Member, such Tower Board Member's seat on the Tower Board shall be deemed to be held by a Tower Board Member who is not a Member in Good Standing.

## 2.6 Initial Meeting of Tower Board; Regular and Special Meetings.

2.6.1 For so long as the Sole Tower Unit Owner is the sole owner or Declarant Net Lessee of all Tower Units, the provisions of Section 2.14.2 clause (b) hereof shall control with respect to the designation of Tower Board Members and the holding of meetings of the Tower Board.

2.6.2 Within ten (10) days following the date after which the Sole Tower Unit Owner is no longer the sole Unit Owner or Declarant Net Lessee of all Tower Units, each Designator shall designate its Board Member by notice given to each other Designator and the first meeting of the Tower Board shall take place.

2.6.3 Thereafter, regular meetings of the Tower Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a Majority Tower Member Vote, provided that such meetings shall be held at least quarterly. Notice of regular meetings shall be given to each Tower Board Member by the President, Vice President or Secretary of the Tower Board or by the Tower Section's managing agent, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), at least thirty (30) days prior to the day fixed for such meeting which notice shall state the date, time and place (in the Borough of Manhattan) and shall include an agenda therefor.

2.6.4 Special meetings of the Tower Board may be called by the President or Vice President of the Tower Section or by any two (2) Tower Board Members in Good Standing, in each case by giving at least ten (10) Business Days' prior notice to each Tower Board Member, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), which notice shall state the date, time, place (in the Borough of Manhattan) and purpose (including the agenda) for the meeting. In addition, the President of the Tower Section shall, by written notice given in accordance with the last sentence of Section 2.6.3 hereof, call a meeting of the Tower Board upon the written request of a Majority of Tower Board Members.

2.7 Principal Offices of Tower Board. The principal office of the Tower Board shall be located either within the Tower Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Tower Board.

2.8 Waiver of Notice. Any Tower Board Member (or his or her proxy) may at any time waive notice of any Tower Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Tower Board Member (or his or her proxy) at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the Tower Board Members (or their proxies) are present at any meeting of the Tower Board, no notice shall be required and any business may be transacted at such meeting.

2.9 Determinations by Tower Board; Quorum.

2.9.1 (a) Except as otherwise set forth in Section 2.9.3 or 2.14.2 hereof, all determinations of the Tower Board shall be made at a meeting of the Tower Board at which a quorum thereof is Present in Person. Only Tower Board Members in Good Standing shall have the right to vote at meetings of the Tower Board and only such Tower Board Members shall count for purposes of determining whether a quorum is present. Subject to the preceding sentence, the Presence In Person, at any meeting of the Tower Board, of Tower Board Members sufficient to cast a Majority Tower Member Vote shall constitute a quorum. Except as may otherwise be required by any Law, these Tower By-Laws and/or the Declaration, a Majority Tower Member Vote or a Majority Tower Budget Interest Vote, whichever may be applicable, shall constitute the decision of the Tower Board. For the avoidance of doubt, all votes pursuant to these Tower By-Laws shall either be by Tower Common Interest or Tower Budget Interest, as may be provided herein.

(b) At all meetings of the Tower Board, the votes and voting percentages of each Board Member (or his or her proxy) shall be calculated on the basis of either the Tower Common Interest or Tower Budget Interest represented by such Tower Board Member, whichever in each instance is applicable (and not by the number of individual Tower Board Members voting or on any other basis), and each vote cast by a Tower Board Member shall be for the entire Tower Common Interest or Tower Budget Interest, as the case may be, represented by such Tower Board Member; provided, however, that notwithstanding the foregoing or any other provision hereof, (1) a Tower Board Member designated by a Subdivided Tower Unit Group or Sub-Board (or his or her proxy) shall have the right to cast separate (and different) votes on behalf of the entire Tower Common Interest or Tower Budget Interest, as the



case may be, of each Tower Unit Owner and Board that is part of the applicable Sub-Group and (2) a Tower Board Member designated by two (2) or more Tower Unit Owners (or his or her proxy) shall have the right to cast separate (and different) votes on behalf of the entire Tower Common Interest or Tower Budget Interest, as the case may be, of each such designating Tower Unit Owner.

(c) Notwithstanding any provision of the Condominium Documents to the contrary, a Tower Board Member (or his or her proxy) shall be authorized and entitled to vote at any meeting of the Tower Board if, and only if, such member shall be a Tower Board Member in Good Standing at the time of such meeting.

2.9.2 If at any Tower Board meeting a quorum does not exist, Tower Board Members representing in the aggregate more than fifty percent (50%) of the Tower Common Interest of those Tower Board Members in Good Standing who are Present in Person may adjourn the meeting from time to time to a time, in each case specified on at least ten (10) Business Days' notice, by personal delivery, nationally recognized overnight courier or telecopy (with confirmation of receipt), to the Tower Board Members not Present in Person, until a quorum shall exist. At any such adjourned meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.9.3 A Tower Board Member or Members shall be deemed "Present in Person" at a meeting of the Tower Board if such Tower Board Member(s) or his or her proxy is/are: (i) physically present; or (ii) participating by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear one another's voice. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Tower Board by the vote of Tower Board Members representing a requisite percentage of Tower Common Interest or Tower Budget Interest, as the case may be, may be taken without a meeting if, after notice is given to all Tower Board Members, such requisite percentage of Tower Board Members (measured by Tower Common Interest or Tower Budget Interest, as may be applicable) in writing approve such action and the taking of same without a meeting (but subject to the same provisions of the Condominium Documents as would apply to such action if taken at a meeting).

2.9.4 In the event the Tower Board or its designee shall own any Tower Unit, then: (i) the Tower Board shall not designate a Tower Board Member to vote on behalf of (or otherwise in connection with) such Tower Unit; (ii) the Tower Board or any such designee shall have no vote in respect of the Tower Common Interest and Tower Budget Interests appurtenant to any such Tower Unit; (iii) the Tower Common Interest of such Tower Unit shall be excluded from the total Tower Common Interests of all Tower Unit Owners for all purposes under these Tower By-Laws when determining whether a quorum is present; and (iv) for purposes only of determining Tower Common Interests or Tower Budget Interests, as the case may be, the Tower Board Member who, if not for clause (i) of this sentence would have been appointed by the Tower Board or its designee, shall not be considered to be a Tower Board Member in Good Standing.

2.9.5 Tower Board Members shall be entitled to vote by proxy at any meeting of the Tower Board, and all references herein to votes by Tower Board Members shall be deemed to be references to votes by Tower Board Members or their properly designated proxies. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Tower Section and shall be revocable at any time as provided at law or by notice actually delivered to such Secretary by the Tower Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months (except that the designation of a Tower Board Member by a Registered Mortgagee pursuant to clause (i) of the first sentence of Section 14.2(f) hereof shall be effective until the Secretary of the Tower Section shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Tower Unit from the lien of such mortgage).

2.10 Compensation. No Tower Board Member shall receive any compensation from the Condominium or the Tower Board for acting in the capacity of a Tower Board Member.

2.11 Liability of Tower Board and Tower Unit Owners.

2.11.1 (a) To the extent permitted by applicable Laws, no Tower Board Member shall have any personal liability with respect to any contract, act or omission of the Tower Section, the Tower Board or its members, or of any managing agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Tower Section (except to the extent arising from such Tower Board Member's own bad faith, gross negligence or willful misconduct).

(b) Every contract made by the Tower Board or by any managing agent or manager thereof shall state that it is made by the Tower Board or the managing agent or manager only as agent for the Tower Section, and that the Tower Board Members or managing agent or manager shall have no personal liability thereon and may also state the applicable limitations of liability of Tower Unit Owners provided for in Section 2.11.2 hereof; and the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Tower Board, its members, managing agent or manager, or any Tower Unit Owner.

(c) The Tower Section shall indemnify each Tower Board Member against all Costs arising out of such Board Member's serving in such capacity except those matters arising out of such Tower Board Member's own bad faith, gross negligence or willful misconduct.

(d) The Tower Board may contract or effect any other transaction with any Tower Board Member, any member of another Board, any Tower Unit Owner, Declarant and/or the Developer and/or Affiliates of any of the foregoing without incurring any liability for self-dealing or otherwise (except in the case of bad faith, gross negligence or willful misconduct which shall not be deemed presumed or established by the relationship between or among any such parties), but all such contracts or transactions shall be made only in accordance with the provisions of Section 2.16 hereof.

2.11.2 No Tower Unit Owner, in its capacity as a Tower Unit Owner, shall be personally liable for any contract, act or omission of the Condominium or the Tower Board. Nothing in the preceding sentence shall limit a Tower Unit Owner's liability for the payment of Tower Common Charges and Tower Special Assessments.

2.12 Committees. The Tower Board may, subject to such terms, conditions, limitations and exceptions as the Tower Board may prescribe, by a Majority Tower Member Vote, appoint an executive committee and such other committee(s) as the Tower Board may deem appropriate, each to consist of three or more Tower Board Members and to include any Tower Board Member desiring from time to time to serve thereon. Each such committee, to the extent (and only to the extent) expressly provided in the resolution which creates it, may carry out in the name of the Tower Board those duties delegated to it (including the power to act on behalf of the Tower Board during the intervals between the meetings of the Tower Board, insofar as the same may be permitted by applicable Laws), provided, however, that no committee shall be empowered to (and no committee may otherwise) take any action in the name of, or exercise any power vested in, the Tower Board unless and until a resolution in respect thereof shall have been approved by the affirmative vote of the Tower Board in the required percentage of Tower Common Interest or Tower Budget Interest, as the case may be (and any required consents or approvals of Tower Unit Owners shall have been obtained) to the extent the same would have been required had the Tower Board itself sought to take such action proposed to be delegated or exercise such power proposed to be exercised.

2.13 Status of Tower Board. In addition to the status conferred upon the Tower Board under or pursuant to the provisions of the New York Condominium Act, the Tower Board shall, to the extent permitted by applicable Laws, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York, as the same may be amended from time to time. In the event of the incorporation or organization of the Tower Board pursuant to the provisions of Section 2.14 hereof, the provisions of this Section 2.13 shall no longer be applicable to the Tower Board.

2.14 Incorporation and Organization of Boards.

2.14.1 [Intentionally Omitted].

2.14.2 The Tower Board.

(a) To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), the Tower Board may, by action of such Tower Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Tower Board so organizes or incorporates, it shall have, to the extent permitted by applicable Laws, the status conferred upon it under such statutes in addition to the status conferred upon the Tower Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Condominium Documents, and the provisions of the Condominium Documents shall control in the event of any inconsistency or

conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable; and any such certificate, by-laws, articles and agreement shall in all events be subject and subordinate in all respects to the Declaration and the Condominium By-Laws.

(b) Notwithstanding anything contained herein or in the Declaration to the contrary, and as more specifically set forth herein, for so long as all of the Tower Units are either owned or net leased pursuant to one or more Declarant Net Lease(s) by one Person and/or such Person's Affiliates (the "Sole Tower Unit Owner"), such Sole Tower Unit Owner shall have, entirely in its own right, in its own name and on behalf of the Tower Board, all rights, powers and privileges of the Tower Board, and shall in such capacity, without limitation, be entitled to make all determinations and take all actions which the Tower Board under the Condominium Documents shall be entitled to make or take (subject to the terms and provisions of the Member Agreements and the Tower Company Operating Agreement). The Sole Tower Unit Owner shall have and discharge, entirely in its own right, in its own name and on behalf of the Tower Board, all obligations of such Tower Board (subject to the terms and provisions of the Member Agreements and the Tower Company Operating Agreement). Without limitation, in furtherance of the foregoing, (a) there shall be no requirement for meetings or votes of the Tower Board, election of members or officers of the Tower Board, or meetings or votes of the Tower Unit Owners in respect of the actions of the Sole Tower Unit Owner satisfying in all respects any of the foregoing, and (b) the Sole Tower Unit Owner, on behalf of the Tower Board, entered into an agreement following the recording of the Declaration with Related Hudson Yards Manager LLC or its Affiliate to manage the Tower Section (as the same may be amended or modified from time to time) and certain agreements with Electricity Provider (each as included on the list of approved Affiliate agreements listed on Exhibit BB annexed to the Declaration) in the form previously delivered to the Members.

2.14.3 Sub-Boards. In the event any Sub-Boards are hereafter created (as provided in Section 9.3.3 hereof), each such Sub-Board shall have the same rights and status with respect to its organization as is provided in Section 2.14.2 hereof with respect to the Tower Board, subject to the same requirements and conditions as are set forth in such Section; and subject further to the condition that any Sub-By-Laws or any other agreement governing any Sub-Group shall in all events be subject and subordinate in all respects to the Declaration and these Tower By-Laws.

2.15 Tower Board as Agent of Tower Unit Owners and Boards. In exercising its powers and performing its duties under the Condominium Documents, the Tower Board shall act as, and shall be, the agent of the Tower Unit Owners and the Sub-Boards (themselves the agents of the respective Tower Unit Owners of Tower Units within the applicable Section), subject to and in accordance with the provisions of the Condominium Documents and these Tower By-Laws (and, to the extent applicable, the Sub-By-Laws), provided that in acting as such agent for any Sub-Board, the Tower Board shall not take any action which has not been expressly approved by such Sub-Board.

2.16 Affiliate Transactions.

2.16.1 The Tower Board or its manager or managing agent shall not enter into or amend any contract or lease with, purchase any supplies from, or employ any Person which is an Affiliate of any Tower Board Member or such Board Member's Designator (each such Tower Board Member, an "Affiliate Tower Board Member") unless: (i) the fact thereof is disclosed to, or otherwise known by, the Tower Board Members and noted in the Tower Board's minutes, and the Tower Board shall authorize or approve such contract or transaction in advance by a Majority Tower Budget Interest Vote, provided that for purposes of this clause (i) only, each Affiliate Tower Board Member shall be deemed to not be a Tower Board Member in Good Standing; and (ii) the compensation, price or fee paid to or by such Affiliate under, and the other terms of, the contract or purchase or other transaction are reasonably comparable to and competitive with the compensation, price or fee and terms which would be chargeable therefor in a bona fide, arm's length transaction by or with an unaffiliated Person rendering comparable services or receiving comparable benefits under comparable circumstances. Each Tower Board Member in Good Standing (including any member whose Designator is an interested party to the transaction under consideration) shall be counted in determining the existence of a quorum at any meeting of the Tower Board which authorizes, approves or ratifies any such contract or transaction or amendment. Any contract, lease or amendment entered into by the Tower Board or its manager or managing agent in violation of this Section 2.16 shall be deemed void and of no force and effect.

2.16.2 Notwithstanding the foregoing, the Tower Unit Owners hereby acknowledge that the Tower Board shall, and is authorized to, enter into a management agreement with Related and/or Oxford Parent, which are Affiliates of one or more of the Tower Unit Owners, or another such Affiliate of Related and/or Oxford Parent, to serve as the managing agent of the Tower Section, provided that the conditions contained in clause (ii) of Section 2.16.1 hereof are satisfied. Additionally, the Tower Board or its manager or managing agent shall be authorized to enter into, and renew, modify, amend, restate or supplement agreements with Affiliates of Related and/or Oxford Parent for the provision of utilities, for use of and access to utility systems (including, without limitation, as provided in Section 6.5 hereof with respect to standby power, thermal systems and condenser and chilled water), for certain technology equipment and systems, and for coordination of loading dock access and security, and for other purposes provided for in the Condominium Documents and the Underlying Agreements; provided that (except with respect to contracts for standby power (as more particularly provided in Section 6.5.1 of the Condominium By-Laws), thermal systems and condenser and chilled water) subject to the provisions of Section 6.5 of the Condominium By-Laws, the conditions contained in clauses (i) and (ii) of Section 2.16.1 hereof are satisfied. It is expressly acknowledged that the contracts listed on Exhibit BB annexed to the Declaration have been approved by all of the Tower Unit Owners and Members. Without limiting the generality of the foregoing, the Tower Board (or the Sole Tower Unit Owner on behalf of the Tower Board, as provided in Section 2.14.2(b) hereof) entered into an agreement with Related Hudson Yards Manager LLC following the recording of the Original Declaration with respect to management of the Tower Section and the Tower Limited Common Elements (as the same may be amended or modified from time to time).

## ARTICLE 3

### TOWER UNIT OWNERS

3.1 Annual Meetings. No annual meeting of the Tower Unit Owners (a "Tower Unit Owners Meeting") shall be required to be held unless required, in each case, by applicable Laws, in which event any such meeting so required to be held shall be held on the date specified by the Tower Board.

3.2 Place of Meetings. All Tower Unit Owners Meetings required or permitted to be held, if any, shall be held at the principal office of the Tower Board or at such other place in the Borough of Manhattan as may be designated from time to time by the Tower Board.

3.3 Special Meetings. The President or the Vice President of the Tower Section shall call a special Tower Unit Owners Meeting if so directed by resolution of the Tower Board or upon a petition signed and presented to the Secretary of the Tower Section by Tower Unit Owners owning Tower Units representing not less than 35% of the aggregate Tower Common Interest of all of Tower Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such Tower Unit Owners Meeting.

3.4 Notice of Meetings and Actions Taken. Notice of annual or special Tower Unit Owners Meetings (in each case, if any) shall be given by the Secretary of the Tower Section to all Tower Unit Owners of record at their address at the Tower Board (or at such other address as any Tower Unit Owner has designated by notice given to the Secretary of the Section at least forty-five (45) days prior to the giving of notice of the applicable meeting). Each such notice shall state the purpose(s) of the meeting and the date, time and place (in the Borough of Manhattan) where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given at least ten (10) Business Days prior to the date fixed for the meeting. However, if the business to be conducted at any Tower Unit Owners Meeting shall include consideration of a proposed amendment to these Tower By-Laws or any Sub-By-Laws (to the extent any provision of the Condominium Documents requires or permits the vote thereon at a Tower Unit Owners Meeting), the notice of such meeting shall be given to all Tower Unit Owners and Registered Mortgagees at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment. The Tower Board shall have the exclusive right to vote on the matters and take the actions delegated to it by the Condominium Documents.

3.5 Quorum.

3.5.1 Except as otherwise provided in these Tower By-Laws, the Presence In Person or by proxy of Tower Unit Owners representing more than fifty percent (50%) (in Tower Common Interest) of all Tower Unit Owners in Good Standing shall constitute a quorum at all Tower Unit Owners Meetings; provided that the Tower Unit Owner(s) in Good Standing owning Tower Units to which appertain more than twenty-five percent (25%) of the aggregate Tower Common Interests attributable to all Tower Units shall have the absolute right (except in the case of an Emergency) to require an adjournment of any such Tower Unit Owners Meeting (notwithstanding the presence of a quorum) for a period not longer than thirty (30) days.

3.5.2 Subject to Section 3.5.1, if at any Tower Unit Owners Meeting a quorum does not exist, the Tower Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to adjourn the meeting and reconvene at a time (specified on at least ten (10) Business Days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Tower Unit Owners). At any such adjourned and reconvened Tower Unit Owners Meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all annual Tower Unit Owners Meetings, if any, shall be as follows:

- (a) Call to order.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting, if any.
- (d) Reports of officers, if any.
- (e) Reports of Tower Board Members.
- (f) Reports of committees, if any.
- (g) Election of inspectors of election (when so required).
- (h) Unfinished business.
- (i) New business.

3.7 Voting at Tower Unit Owners Meetings.

3.7.1 Each Tower Unit Owner, or a person designated by each such Tower Unit Owner to act as proxy on its behalf and who need not be a Tower Unit Owner, shall be entitled to cast the votes appurtenant to such Tower Unit Owner's Tower Unit (determined on a Tower Common Interest basis), as set forth herein and in the Declaration, at all Tower Unit Owners Meetings, if any. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Tower Section and shall be revocable at any time by notice actually delivered to such Secretary by the Tower Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months. If a Registered Mortgagee is entitled to vote at a Tower Unit Owners Meeting pursuant to clause (ii) of the first sentence of Section 14.2(f) hereof (which vote may be by proxy), such Registered Mortgagee shall continue to so vote until the Secretary of the Tower Section shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Tower Unit from the lien of such mortgage.

3.7.2 A fiduciary shall be the voting member with respect to any Tower Unit owned in a fiduciary capacity.

3.7.3 If two (2) or more Persons own a Tower Unit, including, without limitation, as tenants-in-common, they shall designate in a writing given to the Secretary of the Tower Section one (1) Person amongst them to cast all votes appurtenant to their Tower Unit, and give all of the consents or approvals required by the owner of such Tower Unit, pursuant to the provisions of these Tower By-Laws, and the vote, consent and/or approval of such designee shall be binding upon all such Persons owning such Tower Unit. Failing such a designation, all of such Persons shall mutually cast all votes appurtenant to their Tower Unit under one ballot, without division, and shall mutually give the consents or approvals required by or of the owner of such Tower Unit pursuant to the provisions of these Tower By-Laws, and the concurrence of such Persons shall be conclusively presumed if any one of them purports to cast such vote and/or give such consent or approval without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken or such consent or approval is requested. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration in accordance with the provisions of Article 15 hereof), the vote of such Tower Unit shall not be voted, the consent or approval of such Tower Unit Owner shall not be required and the Tower Unit Owner thereof shall, for purposes of all voting, be deemed to not be a Tower Unit Owner in Good Standing; provided, however, that (i) such Tower Unit shall be counted solely for determining whether a quorum is present for such voting and (ii) such protest shall not nullify any vote, consent and approval made by any such Person on behalf of such jointly-owned Tower Unit prior to such protest being made.

3.7.4 At Tower Unit Owners Meetings, the Tower Board (or its designee) shall not be entitled to vote the Tower Common Interest appurtenant to any Tower Unit owned by the Tower Board (or such designee) on behalf of all Tower Unit Owners; and the Tower Common Interest of such Tower Unit(s) shall be excluded from the total Tower Common Interests when computing the interests of Tower Unit Owners for quorum and voting purposes; however, that each Sub-Board (or its designee) shall be entitled to vote the Tower Common Interest appurtenant to any Tower Unit owned by it.

3.7.5 At all Tower Unit Owners Meetings, each Tower Unit Owner in Good Standing (or its proxy) shall be entitled to vote the entire Tower Common Interest attributable to its Tower Unit or Tower Units. If a matter requires a specified vote of Tower Common Interest for approval by the Tower Board, then such matter, if and when raised at a Tower Unit Owners Meeting, shall require for approval the same percentage vote of Tower Unit Owners (determined by Tower Common Interest). If a matter requires the consent of a Tower Unit Owner prior to its being approved by the Tower Board, then such action, if and when raised at a Tower Unit Owners Meeting, shall require the consent of such Tower Unit Owner.

3.7.6 Notwithstanding any provision of the Condominium Documents to the contrary, a Tower Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any Tower Unit Owners Meeting or any other annual, regular or special meeting of any or all Tower Unit Owners if, and only if, such Tower Unit Owner shall be a Tower Unit Owner in Good Standing at the time of such annual, regular or special meeting.



3.7.7 If any Tower Unit is owned by Declarant but subject to a Declarant Net Lease, the Declarant Net Lessee, and not Declarant or a Declarant Net Lessor, shall have the right to vote the Tower Common Interest of such Tower Unit to request a meeting under Section 3.3 hereof, to constitute a quorum under Section 3.5 hereof, and to vote such Tower Common Interest at any meeting of Tower Unit Owners. Following notice by Declarant or Declarant Net Lessor to the Tower Board that an Event of Default has occurred under a Declarant Net Lease, the Declarant Net Lessee under such Declarant Net Lease may not thereafter exercise such rights, until further written notice is provided from Declarant or the Declarant Net Lessor to the Tower Board that such voting rights and rights under Sections 3.4 and 3.5 hereof have been reinstated.

3.8 Voting By Certain Tower Unit Owners or Groups of Tower Units Owners. Whenever a particular percentage of Tower Common Interest must be reached for voting purposes and such required percentage is described in terms of a specified group of Tower Unit Owners as opposed to all Tower Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Tower Common Interests attributable to all Tower Unit Owners within such specified group and not the percentage of Tower Common Interests attributable to all Tower Unit Owners.

## ARTICLE 4

### OFFICERS

4.1 Designation. (a) The principal officers of the Tower Section shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Tower Board but, except during such periods when all of the Tower Units are either owned or net leased pursuant to one or more Declarant Net Lease(s) by Related and/or its Affiliates, (i) no more than two of whom may be Affiliates of, or associated or affiliated with, any particular Designator or group of Affiliated Designators and (ii) the President and Vice President cannot be Affiliates of, or associated or affiliated with, the same Designator or group of Affiliated Designators. The Tower Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Condominium or a Sub-Board from also being an officer of the Tower Section or any officer of the Tower Section from also being an officer of the Condominium Board or a Sub-Board, if otherwise qualified under the terms of the Condominium By-Laws and these Tower By-Laws or other Sub-By-Laws, as the case may be; and any Tower Board Member may also be an officer of the Tower Section.

(b) An officer of the Tower Section need not be a Tower Unit Owner or have any interest therein or be a member of the Tower Board.

4.2 Election of Officers. The officers of the Tower Section shall each be elected annually by Majority Tower Member Vote of the Tower Board (including at the first meeting thereof) and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Tower Board. Notwithstanding the foregoing, for so long as RHY Unit is owned by Related or its Affiliates, a representative of the RHY Unit shall serve as the President of the Tower Section. If the President of the Tower Section is a representative of the RHY Unit, at the

option of the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner), a representative of the Time Warner Unit shall serve as Vice President of the Tower Section.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Tower Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a Majority Tower Member Vote at a regular meeting of the Tower Board, or at a special meeting of the Tower Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Tower Section shall be the chief executive officer of the Tower Section and shall preside at all Tower Unit Owners Meetings and at all meetings of the Tower Board. Subject to the provisions of Section 4.8 hereof, the President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint (upon a Majority Tower Member Vote and subject to the provisions of Section 2.12 hereof) committees from among the Tower Board Members and/or Tower Unit Owners, from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Tower Section, each such committee to include a representative of any Tower Common Charge Obligor desiring to serve thereon.

4.5 Vice President. The Vice President of the Tower Section shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Tower Section are unable to act, the Tower Board shall appoint some other Tower Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Tower Board or by the President.

4.6 Secretary. The Secretary of the Tower Section shall keep the minutes of all Tower Unit Owners Meetings, if any, and of all meetings of the Tower Board. The Secretary shall have charge of such books and papers as the Tower Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer of the Tower Section shall have the care and custody of the funds and securities of the Tower Section, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Tower Board (or in the name of the managing agent or manager appointed by the Tower Board) in such depositories as may from time to time be designated by the Tower Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 hereof, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Except as may otherwise be provided in the Condominium Documents, including, without limitation, as set forth in Section 2.14.2 hereof, all agreements, contracts, deeds, leases, checks and other instruments of the Tower Section shall be executed by the President or Vice President, acting alone, by any other two officers of the Tower Section or by such other person or persons as may be designated by the Tower Board; provided, however, that all payments in excess of \$50,000 by check must be executed by or by ACH wire transfer must be previously approved in writing by two (2) officers of the Tower Section that are not Affiliates of, or associated or affiliated with, the same Designator or group of Affiliated Designators. Subject to Section 2.16 hereof, the President or Vice President, or two (2) other officers, shall have the right to so execute any such agreement or contract without having first obtained the approval of the Tower Board; provided, however, that (x) such approval shall be required if (i) the applicable contract or agreement provides for payments to another Person that exceed, or are likely to exceed, \$500,000 in the aggregate over time; (ii) such approval is expressly required under any other provision hereof; or (iii) the applicable agreement or contract or the performance thereof by the Tower Board or the other party thereto violates, exceeds or is inconsistent with any Tower Cost Control Category budget (subject to clause (3) of the second sentence of Section 6.1.1(f)(x) hereof) or any of the provisions hereof or of the Condominium Documents and (y) no contract or agreement providing for any payments to another Person shall be so executed prior to three (3) Business Days after each Tower Board Member has been furnished (either by the President or Vice President or the Tower Section's managing agent) with a copy thereof. In addition to the foregoing, the Tower Board may authorize the managing agent serving on its behalf to execute checks, contracts and other agreements, provided that the agreements and expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Tower Board (including, but not limited to, by means of its approval of a Tower Budget including such expenditure) or have been authorized in writing in the management agreement with such managing agent or in accordance with the preceding sentence. Notwithstanding the foregoing or any other provision hereof, no management agreement with a managing agent for the Tower Board, other than the agreement described in Section 2.16.2 hereof, shall be executed and delivered unless and until bids from three (3) Persons who are not Affiliates (but any one of which (but not more than one of which) may be an Affiliate of a particular Tower Unit Owner) to serve as the managing agent are received, which bids must include the compensation, term and other material terms of the proposed engagement.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Tower Board, no officer of the Tower Section shall receive any compensation for acting as such.

4.10 Liability of Officers. To the extent permitted by applicable Laws, no officer of the Tower Section shall have any personal liability with respect to any contract, act or omission of the Tower Section, the Tower Board or its members or officers, or of any managing agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Tower Board (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a Tower Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Tower Unit or any Tower Common Element, which is either: (a) caused by the elements, by any Tower Unit Owner or by any other individual; (b) resulting from

electricity, water, snow or ice that may leak or flow from a Tower Unit or any portion of any Tower Common Element; or (c) arising out of theft or otherwise. The Tower Section shall indemnify each officer of the Tower Section against all Costs arising out of such officer's service in such capacity, except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

## ARTICLE 5

### NOTICES

5.1 Notices. Except as otherwise expressly provided in the Condominium Documents, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Condominium Documents shall be in writing and shall be delivered: (a) if to any Board or any Tower Unit Owner, in person or sent to the principal office of the applicable Board or Tower Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and all Unit Owners; and (ii) each Tower Unit Owner may designate from time to time, by notice in writing to each Board and all Tower Unit Owners); and a duplicate shall be sent in like manner to the managing agent of the Condominium and of each Section and Tower Unit having a managing agent, if any; (b) if to a Tower Board Member, to the address of such Tower Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Tower Board Member), or to such other address as may have been designated by such Tower Board Member from time to time in writing to the Secretary of the Tower Section and to the other Tower Board Members; and (c) if to the Registered Mortgagees, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Tower Board. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Subject to Section 5.2 hereof, unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

#### 5.2 Alternate Service; Delay in Notices.

5.2.1 The Tower Board may adopt (and amend from time to time) as a Tower Rule and Regulation any alternative or substitute method(s) of giving notices which may, with the passage of time, the evolution of technology or the change in customary and standard business practices in the Tower United States, give a quality and assurance of notice comparable, in the Tower Board's reasonable judgment, to the methods specified in Section 5.1 hereof. Notice of the Tower Board's adoption of or change in a Tower Rule and Regulation in respect of the method of giving notices hereunder shall take effect no sooner than two (2) months after

notice thereof is given (by one of the methods specified in Section 5.1 hereof) to all Tower Board Members, and other Boards (and all their members), all Tower Unit Owners and all Registered Mortgagees.

5.2.2 All notices which are "sent" by any alternative or substitute method of service as may be adopted by the Tower Board and following the effective date of such change, shall, unless otherwise specified by the Tower Board in connection with the adoption of such alternative or substitute method, be deemed to have been given a set number of Business Days after the dispatch or transmission of same (such number to be fixed by the Tower Board upon the adoption of such alternative or substitute service methods(s)), except that notices of change of address shall be deemed to have been given only when received.

5.2.3 Notwithstanding the foregoing provisions in this Section 5.2 with respect to the date or time any notice shall be "deemed" to have been given or received, the stated period after which such giving or receipt shall be "deemed" to have occurred shall be extended, day for day, commensurate with the duration of any publicly acknowledged and verifiable delay or disruption, not caused by the Person claiming to have been affected by such delay or disruption, in the means or method by which such notice was transmitted. The Tower Board's reasonable determination with respect to the existence and/or duration of any such delay or disruption shall be conclusive absent manifest error.

5.3 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 hereof). The foregoing provisions of this Section 5.3 are intended to facilitate additional means of notification and shall not be construed to permit any Person to refuse receipt of any notices given in any of the manners specified in Sections 5.1 or 5.2 hereof.

5.4 Record of Addresses. The Tower Board shall keep and maintain correct, current and complete records containing the names and addresses of all Tower Board Members (and their proxies, if any), Tower Unit Owners, and any Sub-Boards (and their members) and Registered Mortgagees. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. Any Tower Board Member, Tower Unit Owner, other Board or Registered Mortgagee shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such Person's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such Person's interest in the Tower Section.

## ARTICLE 6

### TOWER COMMON EXPENSES AND CHARGES;

## **TOWER BUDGETS; TOWER MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES**

### **6.1 Determination of Tower Common Expenses and Fixing of Tower Common Charges.**

6.1.1 (a) Tower Common Expenses; Allocation of Tower Common Expenses. The Tower Board shall determine and allocate all costs and expenses incurred by the Tower Board in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Tower Limited Common Elements, to the extent provided herein or in the Condominium Documents, in such manner that Project Standards are maintained (all such costs and expenses, together with all other items which are provided for in these Tower By-Laws to be Tower Common Expenses, the "Tower Common Expenses"). All Tower Common Expenses shall be determined and allocated by the Tower Board, without any cost increase or markup of any kind whatsoever by the Tower Board and otherwise in the manner provided in and subject to the provisions of this Article 6, among the Tower Common Charge Obligors. Such allocation shall be made first by assigning each individual expenditure in respect of Tower Common Expenses to the appropriate Tower Cost Control Category shown on the Tower Allocation Schedule; and then, within each Tower Cost Control Category, by assigning to each Tower Common Charge Obligor its allocated portion thereof in accordance with the allocation percentages applicable to such Tower Cost Control Category as set forth in the Tower Allocation Schedule. Subject to the further provisions of this Article 6, all determinations with respect to budgets, reserves, expenditures and Tower Special Assessments shall be voted upon in each instance by the Tower Board on a Tower Cost Control Category by Tower Cost Control Category basis, in each case by a Majority Tower Budget Interest Vote for the Tower Cost Control Category in question.

(b) Changes in Tower Common Expense Allocations. The allocations to each Tower Common Charge Obligor within each Tower Cost Control Category set forth on the Tower Allocation Schedule shall not change, except pursuant to Section 2.2.2(10) and Article 12 hereof and in connection with combinations and subdivisions of Tower Units in accordance with the provisions of Article 9 hereof, Sections 1.5 and 8.9.3 of the Declaration or as agreed among any Tower Unit Owners affected by such change.

(c) Allocations of Certain Tower Common Expenses; Fixed Allocations. Attached hereto as Exhibit 2 is a schedule of allocations of budget line items on a Tower Cost Control Category basis (the "Tower Allocation Schedule") for the Tower Section (which Tower Allocation Schedule shall only be modified in accordance with clause (9) of Section 2.2.2 hereof), allocating Tower Common Expenses on a Tower Cost Control Category basis among the Tower Common Charge Obligors.

(d) [Intentionally Omitted].

(e) Disputes. Pending the resolution in Arbitration of any dispute with respect to the allocation of Tower Common Expenses, the allocation to the affected Tower Common Charge Obligors of the disputed components of the Tower Common Expenses shall remain as determined by the Tower Board (including for purposes of all Tower Budget Interest

Votes), provided that upon such resolution, any resulting change in the allocation of such Tower Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute, but not for purposes of Tower Budget Interest Votes prior to such resolution.

(f) Budget for Tower Common Charges. (i) The Tower Board will use the Tower Allocation Schedule as the basis for allocating Tower Common Expenses among the Tower Unit Owners in the Initial Tower Budget and all future Tower Budgets as provided herein.

(ii) The Tower Board shall not charge the Tower Unit Owners for the costs of the initial development and construction of the Building.

(iii) The Tower Board has adopted an initial budget (the "Initial Tower Budget") prior to the estimated commencement of operations of the Building based on the allocation methodology set forth on the Tower Allocation Schedule.

(iv) In respect of all calendar years following the period covered by the Initial Tower Budget, the Tower Board shall from time to time, but at least annually (and no later than the applicable required date under the management agreement then in effect with the Tower Section's managing agent (and if no such agreement is then in effect then no later than one hundred and twenty (120) days prior to the commencement of each calendar year)), prepare a budget on a Tower Cost Control Category by Tower Cost Control Category basis (as allocated pursuant to the Tower Allocation Schedule) for the succeeding calendar year, setting forth the projection of Tower Common Expenses for such calendar year and will allocate and assess charges ("Tower Common Charges") among the Tower Common Charge Obligors in accordance with the provisions of this Section 6.1.1, to meet the Tower Common Expenses and such other expenses (each such approved budget, and each amended budget, a "Tower Budget"). Each Tower Board Member shall be entitled to receive and review the estimates and other documentation supporting the components of the proposed budget. The budgeted expenses shall be adopted by the Tower Board (with each Tower Board Member voting in each case in accordance with such Tower Board Member's respective Tower Budget Interest) on a Tower Cost Control Category by Tower Cost Control Category basis. The budget for any particular Tower Cost Control Category may be adopted regardless of the adoption, or the failure to be adopted, of any other Tower Cost Control Category budget. Each adopted Tower Cost Control Category budget shall (together with any Carryover Budgets) collectively constitute the "Tower Budget." In the event that an entire Tower Budget (or any particular Tower Cost Control Category budget within the Tower Budget) is not adopted by the Tower Board (in each case in accordance with the applicable voting percentage required) as and when required, then, until such adoption, the Tower Budget (or Tower Cost Control Category budget, as the case may be) in effect for the then concluding (or concluded) calendar year, increased (or decreased in the case of clause (2) of this sentence) by (1) anticipated expenditures for applicable Mandatory Costs and (2) the CPI Budget Factor (applied to Threshold Expenditures only), shall remain in effect (such Tower Budget or budget, adjusted as aforesaid, a "Carryover Tower Budget").

(v) Subject to the further provisions of this Section 6.1.1(f), a Majority Tower Budget Interest Vote shall be required to approve each Tower Cost Control

Category budget within any proposed Budget (or any proposed amendment thereto). The Tower Board Members shall grant or withhold their approval in writing within forty-five (45) days after receipt (whether at a meeting of the Tower Board or otherwise) of any proposed Tower Cost Control Category budget or amendment thereto, and any Tower Board Member that does not so grant or withhold his or her approval within said forty-five (45) day period shall be deemed to have approved the applicable budget or amendment thereto. In the event that the Tower Board shall fail to agree on any Tower Cost Control Category budget within the aforementioned forty-five (45) day period, the last sentence of clause (iv) of this Section 6.1.1(f) shall apply. No amended Budget or Tower Cost Control Category budget shall have a retroactive effect on the Tower Common Charges payable by the Tower Common Charge Obligors for any period prior to the adoption of such amended Budget or Tower Cost Control Category budget, although a prior period's deficit may be included in Tower Common Charges for a subsequent period or paid from a Tower Special Assessment levied in accordance with Section 6.1.1(k) hereof.

(vi) If any proposed Tower Budget, or any proposed amendment to a Budget, sets forth a proposed increase in the aggregate expenditures within a Tower Cost Control Category that exceeds a Tower Budget Threshold, such proposed Tower Budget or amendment shall not, with respect to the portion thereof relating to such Tower Cost Control Category, be adopted unless it is approved by a Tower Budget Interest Vote of 66- $\frac{2}{3}$ %. As used herein, the following terms shall have the following meanings:

(A) "Tower Budget Threshold" means, with respect to the applicable Tower Cost Control Category, (i) a 3.33% increase in Threshold Expenditures (as defined below) from the prior year's budgeted Tower Threshold Expenditures (as such prior year's budgeted Tower Threshold Expenditures shall be deemed increased or decreased by the CPI Budget Factor), provided that the reference in this clause (i) to 3.33% shall be deemed to be 5.00% if the prior calendar year is the year of the Initial Tower Budget and (ii) a 9.00% aggregate increase in Tower Threshold Expenditures from the budgeted Tower Threshold Expenditures for the calendar year that is three (3) years prior to the calendar year to which the proposed Tower Budget or amendment relates (as such prior budgeted Tower Threshold Expenditures shall be deemed increased or decreased by the CPI Budget Factor);

(B) "Mandatory Costs" means all costs attributable to (1) insurance coverage the Board is required to obtain and maintain under Article 12 hereof, as such requirements may be duly amended from time to time by the Tower Board; (2) costs under previously executed multi-year contracts with third-parties; (3) taxes, PILOT and other governmental charges (including, without limitation, any BID charges); (4) utilities (assuming no increase in level of service); (5) "variable" costs within the "Central Systems" Tower Cost Control Category; (6) compliance with Laws and Insurance Requirements; (7) amounts payable to the Tower Section's managing agent under the terms of its management agreement; (8) actions that the Tower Board is required to take under these Tower By-Laws or the Condominium Documents (excluding actions required solely in connection with obligations imposed on the Tower Board hereunder and under the Declaration to comply with or maintain



Project Standards); (9) all existing contractual requirements; and (10) PILOT Overage Reimbursement (as set forth in Section 6.1.5 of the Condominium By-Laws);

(C) [Intentionally Omitted].

(D) “Tower Threshold Expenditures” means all expenditures in the applicable Tower Cost Control Category, excluding expenditures for Mandatory Costs.

The provisions of this clause (vi) of Section 6.1.1(f) are subject to the provisions of clause (viii) of this Section 6.1.1(f).

(vii) Notwithstanding any other provision hereof, if a Tower Cost Control Category budget or any amendment thereto that includes, or any Tower Special Assessment that is for, a New Tower Cost (as defined below) is approved in accordance with the foregoing provisions of this Section 6.1.1 or Section 6.1.1(k), but a Tower Board Member asserts that no portion of such New Tower Cost should be allocated to such Tower Cost Control Category or as part of any Tower Special Assessment, then (1) whether or not such assertion is correct shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof, and (2) until such matter is resolved by Arbitration, such New Tower Cost (to the extent such budget or amendment thereto or Tower Special Assessment allocates such cost to the applicable Tower Cost Control Category) shall not be incurred and, if applicable, such Tower Special Assessment shall not be assessed; provided, however, that, no Tower Common Charge Obligor shall have the right to dispute the allocation of a New Tower Cost to a Tower Cost Control Category unless an Arbitration disputing such allocation is commenced within thirty (30) days after the applicable Tower Cost Control Category budget or amendment is approved or notice by the Tower Board of the applicable Tower Special Assessment is given. As used herein, “New Tower Cost” shall mean a particular type of cost (other than reserves) that was not allocated to the applicable Tower Cost Control Category in any prior Budget.

(viii) If a Tower Common Expense relates to more than one Tower Cost Control Category, the method of allocation thereof to each applicable Tower Cost Control Category must be approved by the requisite Tower Budget Interest Vote for each such Tower Cost Control Category. Notwithstanding any other provision hereof, including the other provisions of this Section 6.1.1(f), all decisions with respect to the budget of any Tower Cost Control Category and any Tower Special Assessments with respect to such Tower Cost Control Category, and (subject to the provisions of Article 8 hereof) the making of any Alterations to the Tower Limited Common Elements funded or covered by such Tower Cost Control Category must be approved by Majority Tower Budget Interest Vote of such Tower Cost Control Category.

(ix) Unless there is a Unanimous Tower Budget Interest Vote to the contrary, each Tower Cost Control Category budget shall include a “contingency/miscellaneous expenses” line item in an amount equal to five percent (5%) of all other line items in such Tower Cost Control Category. In addition, by Majority Tower Budget

Interest Vote (subject to clause (vi) of this Section 6.1.1(f)), a Tower Cost Control Category budget may include a line item for reserves.

(x) The Tower Board shall cause the Tower Limited Common Elements to be operated consistent with each Tower Cost Control Category budget in the Tower Budget; provided, however, that in all events the Tower Board shall have the right, and shall be obligated, to incur expenditures (x) as necessary or appropriate in connection with Emergencies and (y) for Mandatory Costs. Supplementing the preceding sentence, (1) subject to the proviso clause of the preceding sentence, the Tower Board shall not, for any calendar year, incur or permit to be incurred Tower Common Expenses with respect to any Tower Cost Control Category in excess of the amount budgeted therefor in the applicable Tower Budget; (2) so long as the applicable obligations of the Tower Board are complied with, Tower Common Expenses incurred in a calendar year with respect to any Tower Cost Control Category may be less than the amount budgeted therefor in the applicable Tower Budget and (3) savings realized in one line item within a Tower Cost Control Category budget may be applied to other line items in such Tower Cost Control Category budget, but not to line items in other Tower Cost Control Category budgets. If, during the course of any calendar year, there are unanticipated Mandatory Costs or Emergency expenditures, the applicable Tower Cost Control Category budget or budgets shall be appropriately amended.

(g) Interim Tower Operating Statement; Payment of Tower Common Charges.

(i) The Tower Board shall furnish to each Tower Common Charge Obligor, by no later than the later to occur of: (a) thirty (30) days prior to the commencement of each calendar year (or, in the case of the year in which the Declaration is recorded, by the date of such recording) or (b) fifteen (15) days after the adoption of a Tower Budget or amended Tower Budget, a statement of the Tower Board's reasonable estimate (subject to adjustment as provided in the Condominium Documents) of the amount of the Tower Common Charges payable by each such Person for such calendar year (or partial year, if applicable) (each such statement, an "Interim Tower Operating Statement") which statement shall present such charges and reserves shown allocated to each Tower Cost Control Category together with such other reasonable detail and/or annotation as may be appropriate. If the Tower Board adopts a revised Tower Budget during the course of a calendar year, it shall issue an amended Interim Operating Statement to each such Person, as appropriate, without making any adjustments to take into account the time value of money. For the period covered by the Initial Tower Budget, each Tower Common Charge Obligor shall pay to the Tower Board (or as the Tower Board directs), by no later than the tenth (10th) day of each month, in equal monthly installments in advance the amount of the Tower Board's estimate of the Tower Common Charges payable by each such Person, as shown on the Interim Tower Operating Statement (or an appropriate adjusted amount (without any adjustment to take into account the time value of money) if there is an amendment to the Initial Tower Budget). For each calendar year following the period covered by the Initial Tower Budget, each Tower Common Charge Obligor shall pay to the Tower Board (or as the Tower Board directs), by no later than the tenth (10th) day of each month, an amount equal to one-twelfth (1/12th) of the Tower Board's estimate of the Tower Common Charges payable by each such Person, as shown on the Interim Tower Operating Statement for such calendar year (or an appropriate adjusted amount (without any adjustment to

take into account the time value of money) if there is an amendment to the Budget for such calendar year).

(ii) If the Tower Board shall not furnish an Interim Tower Operating Statement for any calendar year prior to the commencement thereof, then: (a) until such Interim Tower Operating Statement is furnished, each Tower Common Charge Obligor shall pay to the Tower Board by no later than the tenth (10th) day of each month, an amount equal to the monthly sum payable to the Tower Board by each such Person for the last month of the preceding calendar year or partial calendar year (excluding any portion of such prior monthly payment that relates to a Tower Special Assessment previously explicitly stated as not continuing beyond such prior period); (b) promptly after the Interim Tower Operating Statement is furnished or together therewith, the Tower Board shall notify each Tower Common Charge Obligor whether the installments previously made for the applicable calendar year were greater or less than the installments required to be made by each such Person for such calendar year in accordance with such Interim Tower Operating Statement; and (y) if there shall be a deficiency, each applicable Tower Common Charge Obligor shall pay the amount of such deficiency within thirty (30) days after receipt of such notification; or (z) if there shall have been an overpayment, the Tower Board shall credit such amount against the next payments to be made by the Tower Common Charge Obligor; provided, however, that if the amount of such credit exceeds the amount of the next installment due, the amount of such excess shall be paid by the Tower Board to such Tower Common Charge Obligor within ten (10) days after the application of such credit; and (c) by no later than the tenth (10th) day of the month following the month in which the Interim Tower Operating Statement is furnished to each Tower Common Charge Obligor, and monthly thereafter until a new Interim Tower Operating Statement is furnished, each Tower Common Charge Obligor shall pay to the Tower Board an amount equal to one-twelfth (1/12th) of such Tower Common Charge Obligor's allocable share of Tower Common Charges for such full calendar year, as shown on the Interim Tower Operating Statement (or an appropriate adjusted amount if there is an amendment to the Budget for such calendar year).

(h) Final Tower Operating Statement; Year-End Reconciliation. (i) Not later than ninety (90) days after the end of each calendar year, the Tower Board shall furnish to each Tower Common Charge Obligor an operating statement for such calendar year, which statement shall: (1) set forth the computation of the actual aggregate Tower Common Expenses, and reserves, allocable to each such Tower Common Charge Obligor for such calendar year; (2) state the payments made by each such Tower Common Charge Obligor on account thereof; and (3) set forth, in comparative form, the corresponding figures for the previous calendar year, if any (any such statement, a "Final Tower Operating Statement") which statement shall present such expenses and reserves shown allocated to each Tower Cost Control Category together with such other reasonable detail and/or annotation as may be appropriate. Each such Final Tower Operating Statement shall be prepared in accordance with generally accepted accounting principles. In addition, such Final Tower Operating Statement shall be accompanied by an audit, report and opinion of an independent firm of certified public accountants, which such audit, report and opinion shall be prepared in accordance with generally accepted auditing standards relating to reporting, subject to the general exceptions usually taken with respect to such audits, reports and opinions and shall include an audit, report and opinion with respect to the allocation of all Tower Common Expenses to each Tower Cost Control Category and the allocations among the Tower Common Charge Obligors within each Tower Cost Control Category. At the request

of a Tower Common Charge Obligor, the Tower Board shall provide copies of invoices and such other information reasonably required to enable such Person to confirm any or all items included in the Tower Common Expenses allocated to it and to the other Tower Common Charge Obligors.

(ii) If a Final Tower Operating Statement shall show a deficiency between the sums paid by a Tower Common Charge Obligor for the calendar year in question and such Tower Common Charge Obligor's allocable share of Tower Common Expenses (together with any reserves) for such calendar year, then the Tower Common Charge Obligor shall pay to the Tower Board the amount of such deficiency within thirty (30) days after receipt of such Final Tower Operating Statement; or if the Final Tower Operating Statement shows that there has been an overpayment, the Tower Board shall credit such amount against the next payment of Tower Common Charges to be made by the Tower Common Charge Obligor to the Tower Board; provided, however, that if the amount of such credit exceeds the amount of the next such installment due, the amount of such excess shall be paid by the Tower Board to such Tower Common Charge Obligor within ten (10) days after the application of such credit. The obligations of the Tower Board and each Tower Common Charge Obligor with respect to any deficiency or overpayment hereinabove described shall survive the termination of the Condominium.

(i) Failure to Deliver a Statement Not Prejudicial. The Tower Board's failure to render any statement hereunder with respect to any period shall not prejudice the Tower Board's right to thereafter render any statement with respect thereto or the right of any Tower Common Charge Obligor to require and be furnished with same.

(j) No Right to Opt-Out. Notwithstanding anything contained herein to the contrary, there shall be no right of a Tower Common Charge Obligor or a Tower Unit Owner to reduce its Tower Common Charges by opting out of any services or waiving any benefits provided by the Tower Board. However, if the Tower Board is performing or causing to be performed any services within the Tower Building or Tower Limited Common Elements which are paid for through a Tower Cost Control Category which includes more than a 0% allocation to the Retail Unit Owner, if the Retail Unit Owner can engage a service provider (in each case, the "Replacement Service Provider") to provide the same services for materially lower cost than the amount then being paid by the Tower Board for such service, then if feasible without materially interfering with the operations of the Tower Building or the service providers working therein (as reasonably determined by the Tower Board), the Retail Unit Owner may opt out of such services otherwise to be provided by the Tower Board and engage the Replacement Service Provider to perform the same, provided such Replacement Service Provider shall at all times cooperate and coordinate with the Tower Board and its service providers in connection therewith. If as a result of such opt out by the Retail Unit, the cost to the Tower Section would include any additional incremental costs or fees, and the Retail Unit Owner is able to provide for its existing service provider to perform the same service for the Tower Section at a lower cost than the Tower Board's existing contract, then the Retail Unit Owner shall not be responsible for any additional costs if the Tower Board does not elect to proceed with the Retail Unit Owner's service provider (provided, however, if the Retail Unit Owner does not offer or provide such lower cost service provider, it shall pay any incremental costs or fees associated with such opt out). Nothing contained herein shall be deemed to require any Tower Unit Owner to retain any

services provider to perform any services directly to the account of such Tower Unit Owner (including without limitation the cleaning and servicing for the applicable Tower Unit), except to the extent the same is required to operate any of the Building Systems in accordance with the Project Standard (e.g., fire alarm systems, Class E systems, etc.).

(k) Tower Special Assessments. In addition to the Tower Board's right and duty to determine and fix the amount of and assess Tower Common Charges, the Tower Board shall have the right to levy special assessments (each, a "Tower Special Assessment") against the Tower Common Charge Obligors to meet Tower Common Expenses (or a prior period's deficit). Unless otherwise expressly provided in the Condominium Documents, any Tower Special Assessment shall be due and payable by the Tower Common Charge Obligors within fifteen (15) Business Days after notice of such Tower Special Assessment is given to the Tower Common Charge Obligors by the Tower Board. The Tower Board shall have all rights and remedies for the collection of Tower Special Assessments as are provided herein for the collection of Tower Common Charges. Tower Special Assessments, as and when imposed by the Tower Board, shall be determined, consistent with the purpose and intended use of the proceeds of the same, on a Tower Cost Control Category by Tower Cost Control Category basis and adopted in each case by a Tower Budget Interest Vote (such vote requiring the same percentage for approval as would have been required had the amount of the proposed Tower Special Assessment been budgeted), subject, however, to the provisions of Section 6.1.1(f)(vii) hereof. The adoption by the Tower Board of a Tower Special Assessment and the allocation(s) thereof to one or more Tower Cost Control Categories in accordance with the preceding sentence shall be binding on the Tower Board in its use of such funds, and the Tower Board shall allocate the same among the Tower Common Charge Obligors in accordance with the methodology for allocating Tower Common Charges within the applicable Tower Cost Control Categories of the Tower Budget.

(l) Delinquency Statements. No later than the eleventh (11th) day of each calendar month, the Tower Board shall send, to any Tower Common Charge Obligor which is more than ten (10) days past due with respect to the payment of any Tower Common Charges or Tower Special Assessments (and to each of its Registered Mortgagees that has given an RM Notice), a notice setting forth the amount of all such delinquencies and all interest accrued thereon pursuant to the provisions hereof.

6.1.2 The Retail Unit Owner may be obligated to pay certain Tower Common Expenses, which shall be assessed by the Tower Board in accordance with the Tower Allocation Schedule, and collected by the Condominium Board as agent for the Tower Board as a Tower Common Charge pursuant to the provisions of Section 6.1 at such time or times (but not more frequently than monthly) as provided in the Tower Allocation Schedule, and the Condominium Board shall promptly remit any such payments to the Tower Board.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Exclusive Terraces appurtenant to a Tower Unit shall be determined (subject to compliance with the obligations set forth in Section 6.2.4 hereof) and incurred and paid, by the owner of such Tower Unit and shall be borne solely by such Tower Unit Owner; provided, however, (a) any structural or capital Repairs of or to the Exclusive Terraces and (b) any other

Repairs to an Exclusive Terrace to the extent arising from the BMU or in connection with similar maintenance activities undertaken by the Tower Board shall in each case be made by the Tower Board and costs of the same shall constitute a Tower Common Expense (as defined in the Condominium By-Laws) and be allocated as shown on the Tower Allocation Schedule within the applicable Tower Cost Control Category.

6.1.4 Rents and Profits from Tower Limited Common Elements and Other Spaces. (a) Except as may otherwise be provided in these Condominium Documents: All rents, profits and revenues derived from the rental or use of any space or facility forming part of or included: (i) [Intentionally Omitted]; (ii) in any Exclusive Terrace appurtenant to a Tower Unit, shall be collected and retained by the Tower Unit Owner to whose Tower Unit such Exclusive Terrace is appurtenant; and (iii) in any Tower Limited Common Element appurtenant to the Tower Section, shall be collected and retained by the Tower Board (subject to allocation of same herein to one or more particular Tower Unit Owners) and applied against Tower Common Expenses next arising, except as otherwise expressly provided herein, to all Tower Unit Owners allocated greater than 0% of the costs associated with such Tower Limited Common Element pursuant to the Tower Allocation Schedule, in proportion with such Tower Unit Owner's Tower Common Interests. Notwithstanding any provision contained in these Tower By-Laws or in the Condominium Documents to the contrary, in no event shall any such rent, profit or revenue be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space except with respect to the exercise of the Retail Sponsorship Rights pursuant to the Condominium By-Laws. Except as expressly provided in the Condominium Documents, the rental or use of Tower Limited Common Elements and the Tower Units (other than the Time Warner Unit) shall be subject to the Non-Competition Requirements.

(b) Notwithstanding anything otherwise contained in this Section 6.1.4 or otherwise: (i) the rental or use of any and all of a Roof Telecom Platform and all rents, profits and revenues, if any, derived therefrom shall be collected by, and shall constitute the property of, the Tower Unit Owner entitled hereunder or under the Declaration to erect such Roof Telecom Platform; and (ii) the rental or use of any and all Exclusive Terraces and all rents, profits and revenues, if any, derived therefrom shall be collected by, and shall constitute the property of, the Tower Unit Owner(s) entitled, in accordance with the Condominium Documents, to use the same.

(c) Notwithstanding anything otherwise contained in this Section 6.1.4 or otherwise; all rents, profits, fees and/or revenues derived from any Sponsorship Items or the Retail Unit Owner's exercise of the Retail Sponsorship Rights shall be collected by, and shall constitute the property of, the Retail Unit Owner.

(d) The foregoing provisions of this Section 6.1.4 are not intended to and shall not prevent a Tower Unit Owner or the Tower Board from entering into an agreement with any Person pursuant to which such other Person shall be granted by the Tower Unit Owner in question rights with respect to the use of and benefits (including, without limitation, revenues) from such granting Tower Unit Owner's Unit.

6.2 Maintenance Obligations; Costs of Same.

6.2.1 General. Except as otherwise provided in the Declaration or these Tower By-Laws (including, without limitation, Section 6.2.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to plumbing, heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances:

(a) in or of any Tower Unit (but excluding any Common Elements that may be included therein, other than Exclusive Terraces to the extent the same are the responsibility of the Tower Unit Owner as provided herein) shall be made or performed by such Tower Unit Owner at its sole cost and expense, but in all events in accordance with Project Standards; and

(b) in or of any Tower Limited Common Element shall be made or performed by the Tower Board and at the sole cost and expense of the Tower Unit Owners within the Tower Section as is provided for, described and allocated within these Tower By-Laws (subject to any allocation to the Retail Unit Owner pursuant to the Tower Allocation Schedule), but in all events in accordance with Project Standards.

(c) [Intentionally Omitted].

6.2.2 Exceptions. Notwithstanding the provisions of Section 6.2.1:

(a) Negligence; Fault. In the event and to the extent that any Necessary Work is required to be made or performed, or any increase in insurance premiums is required to be paid, with respect to the Tower Limited Common Elements (including, without limitation, Exclusive Terraces, Roofs and Building Systems) as a result of the negligence, misuse (as defined below), neglect or abuse of: (i) any Tower Unit Owner or its Occupants or Permittees, the Resulting Cost thereof shall be borne entirely by such Tower Unit Owner; (ii) the Tower Board or its Permittees, the Resulting Cost shall be charged to the Tower Common Charge Obligors as a Tower Common Expense and allocated in accordance with the Tower Cost Control Category applicable to such work; (iii) any Sub-Board resulting from the subdivision of a Tower Unit or its Occupants or Permittees, the Resulting Cost shall be borne by such Sub-Board (but the Sub-Board may for its own purpose allocate such cost to one or more Tower Unit Owners part of such Sub-Group if such cost is attributable to such Tower Unit Owner(s), or as otherwise provided in the applicable Sub By-Laws); except, with respect to all of the foregoing in each case, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of these Tower By-Laws or applicable Sub-By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages. As used in the first sentence of this Section 6.2.2(a), "misuse" shall include, with respect to the Roofs (which shall not include the Terraces or the Ob Deck Thrill Feature), any use as a terrace or recreation area, provided that (1) subject to clause (2) of

this sentence, to the extent any Necessary Work as a result of such use would, absent such use, have been required at a later date, the Resulting Cost thereof shall be deemed to be equal to the amount by which the cost of such Necessary Work exceeds the present value, as of the date such Necessary Work begins and using a discount rate equal to the Prime Rate (as of such date) plus two percent (2%), of the cost of such Necessary Work if such use had not taken place and therefore the Necessary Work will not be performed until a later date and (2) to the extent the expected useful life of any such Roof (including any replacement thereof), taking into account its use as a terrace or recreation area but also taking into account its manner of construction, is not less than the expected useful life of the other Roofs, the Resulting Cost with respect to any replacement of any such Roof shall be deemed to be zero.

(b) Cleaning of Windows. The exterior glass surfaces of the exterior portions of the Tower Building shall be washed, cleaned and Repaired by the Tower Board in accordance with (and the cost thereof allocated in accordance with) the Tower By-Laws. Each Tower Unit Owner shall at its sole expense cause the interior side of its exterior windows to be cleaned at least two (2) times each year, or such greater number of times as such Tower Unit Owner may determine in its discretion (or, with respect to the Tower Units, as otherwise required by the Tower Board). Each Tower Unit Owner may, at its election, by notice thereof given to the Tower Board from time to time, at reasonable intervals and at the sole cost and expense of the requesting Tower Unit Owner, request the Tower Board to provide (and it shall thereupon provide) additional washing and cleaning of all or any portion of the exterior windows adjacent to or enclosing its Tower Unit.

(c) [Intentionally Omitted].

(d) Exclusive Terraces. Subject to Section 6.2.2(a) and Article 8 hereof and Section 7.4.3 and Article 15 of the Declaration, all operation (including the cost of any utilities), care, upkeep, Repairs (subject to the next sentence), Alterations, painting and decorating of Exclusive Terraces, shall be made by the applicable Tower Unit Owners and Boards having the sole exclusive use of such areas (as provided in Article 15 of the Declaration) at its/their sole cost and expense in the condition and otherwise in the manner consistent with the Project Standards. Subject to Sections 6.2.2(a) and 8.3 hereof and Section 7.4.3 and Article 15 of the Declaration, (i) any structural or capital Repairs of or to the Exclusive Terraces and (ii) any other Repairs to an Exclusive Terrace to the extent arising from the BMU or in connection with similar maintenance activities undertaken by the Tower Board shall in each case be made by the Tower Board as a Tower Common Expense and allocated in accordance with the Tower Allocation Schedule.

(e) Roofs; Roof Telecom Platforms; Satellites. The Tower Board shall promptly forward to each Tower Unit Owner a copy of any notice given to the Tower Board pursuant to Section 15.10.1, 15.10.2 or 15.10.3 of the Declaration.

(f) Elevator Shaft Wall Surfaces. Each Tower Common Charge Obligor shall have the right, in its sole discretion, to perform or cause to be performed finishing and furring work on the exterior surfaces of the walls surrounding any elevator shafts that are adjacent to its Tower Unit, subject to the terms of the Condominium By-Laws.



(g) Security. The Condominium Board shall provide security on a Building-wide basis for the common areas of the Building (including, without limitation, for the Roofs, "back of house" areas, and access to service or freight elevators constituting General Common Elements) in accordance with the Condominium By-Laws, and the cost thereof shall be a General Common Expense borne by the Unit Owners as set forth on the Allocation Schedule. The Tower Board shall be responsible for providing security for the Tower A Loading Dock and the Retail Unit Owner shall be responsible for providing security for the Retail Loading Dock. If any Tower Unit Owner, or Sub-Board requires additional security services from the Tower Board, it shall so notify the Tower Board in writing, and the cost thereof shall be borne entirely by such Tower Unit Owner or Sub-Board. Without limiting the obligations of the Tower Unit Owner under Section 8.8.4 of the Declaration and Section 6.2.2(g) of the Condominium By-Laws, each of the Tower Units shall adopt security protocols from time to time with respect to security of its Tower Unit in accordance with the Project Standard. Subject to the provisions of Sections 8.7.2, 14.2.1, 15.15.1 and 15.21 of the Declaration, the Tower Board adopted reasonable rules and regulations with respect to security of common areas of the Tower, which may be amended, restated, replaced, supplemented or otherwise modified from time to time, provided that no such rules and regulations shall interfere with free access to the Retail Unit or the Ob Deck Unit or any common areas to which the Retail Unit or the Ob Deck Unit or any of their respective Occupants and/or Permittees have access, in each case taking into account the standard of operation of the Retail Unit in accordance with the Retail Standard and the standard of operation of (1) the Ob Deck Unit in accordance with the Ob Deck Standard or (2) the restaurant and bar or other food and beverage and event areas of the Ob Deck Unit in accordance with the F&B Ob Deck Standard. Such security measures shall take into account reasonable means for the Time Warner Unit Owner to restrict unauthorized access to the Time Warner Unit and Exclusive Terraces appurtenant thereto and the exclusive easements benefitting the Time Warner Unit. Without limiting the foregoing, the Tower Board shall amend, restate, replace, supplement, modify and/or update, as necessary, a security plan for freight elevator access (for those freight or service elevators which are managed by the Tower Board) in the Tower Building (the "Security Plan for Tower Freight Elevator Access").

(h) Scaffolding. Subject to the provisions of Section 9.5 of the Declaration, unless required pursuant to any applicable Laws or in connection with performing emergency repairs or in accordance with good construction practice it is necessary to protect persons or property, the Tower Board shall use reasonable efforts to avoid the erection of scaffolding, provided, however, in the event that pursuant to applicable Laws or in connection with performing emergency repairs or in accordance with good construction practice it is necessary or appropriate to protect persons or property to erect scaffolding, the Tower Board may do so subject to the provisions of this Section 6.2.2(h) and 6.2.2(h) of the Condominium By-Laws and the provisions of the Condominium Documents. Notwithstanding the foregoing, scaffolding shall not be erected between October 15 and January 15 of any calendar year, except in the event of an Emergency or as may be otherwise required by applicable Laws. The Tower Board shall use reasonable efforts to avoid erecting such scaffolding and/or sidewalk bridge which would obstruct any exterior signage of any Unit Owner (or its Occupants) or Board, except in the event of an Emergency or otherwise required by applicable Laws. In the event that the scaffolding and/or sidewalk bridge obstructs any such exterior signage, if permitted by applicable Laws, the Tower Board shall permit any affected Tower Unit Owner to place the name of its business or similar signage on the exterior of such scaffolding in a manner that

conforms with the Project Standard (or, with respect to the Retail Unit, the Retail Standard). No scaffolding and/or sidewalk bridge, except as required by Law, shall interfere with access to any Unit and the Tower Board shall make reasonable efforts to minimize inconvenience and disruption to any Unit Owner and its Occupants and Permittees. Notwithstanding the foregoing, except in case of Emergency or to the extent required by applicable Laws, neither the Tower Board nor any Tower Unit Owner shall install or cause to be installed scaffolding adjacent to the Retail Building Unit.

(i) Waste Removal; Dumpsters. Without limiting Section 9.5 of the Declaration, each Tower Unit Owner shall make its own arrangements for removal of waste from the Tower Units. Waste compactors shall only be permitted to be located on the Tower A Loading Dock after business hours (as reasonably set by the Tower Board) and the Tower Unit Owners shall have the right to use the Tower A Loading Dock during such after business hours for the disposal of waste. Any dumpsters required during Alterations or other construction of any Tower Unit (other than the initial fit-out thereof) shall be placed in areas under the control of the applicable Tower Unit (unless agreed otherwise by the Condominium Board with respect to placement in the General Common Elements or by the Tower Board with respect to placement in the Tower Limited Common Elements). Without limiting the foregoing, the Tower Board may amend, restate, replace, supplement, modify and/or update, as necessary, the waste management plan for the Tower Building (the "Tower Waste Management Plan").

(j) [Intentionally Omitted].

(k) [Intentionally Omitted].

(l) [Intentionally Omitted].

(m) [Intentionally Omitted].

(n) [Intentionally Omitted].

(o) [Intentionally Omitted].

(p) Tower Messenger Center. Subject to the provisions of Section 8.7.2 of the Declaration, the Tower Board shall be responsible for the operation, maintenance and Repair of the Tower Messenger Center, and the cost thereof shall be allocated and billed by the Tower Board as provided in the Tower Allocation Schedule. Utilities to the Tower Messenger Center, Time Warner Messenger Center and PE Messenger Center are submetered collectively, which submeters, a Tower Limited Common Element, shall be the responsibility of the Tower Board, and the allocation of usage and expenses shall be determined by a survey performed by a qualified engineering consultant or other agreed upon method.

(q) Tower Service Elevators. The Tower Board shall be responsible for the operation, maintenance and Repair of service elevators 101 (which service elevator 101 may be used only by the Office Unit Owners and Ob Deck Unit Owner) and 102 (which service elevator 102 may be used only by the Office Unit Owners and the Ob Deck Unit Owner, except that the Time Warner Unit Owner shall have the rights to use service elevator 102 as provided in Section 15.14.2 of the Declaration) (collectively the "Tower Service Elevators"), and may

establish, from time to time, a system for the use of the Tower Service Elevators in accordance with Section 15.14 of the Declaration by the respective Tower Unit Owners and their Occupants and Permittees and may establish charges for the use of service elevator 101 by the respective Tower Unit Owners and their Occupants and Permittees. The Tower Board, or its manager or managing agent, shall reasonably cooperate and coordinate with the Ob Deck Unit Owner (or its designees) to provide for use of the Tower Service Elevators (including, without limitation, use as a passenger elevator for visitors to the Ob Deck Unit) during, but not limited to, weekends, evenings, holidays and other peak periods as may be required in connection with the use and operation of the Ob Deck Unit, to the extent such use is permitted by Section 15.14 of the Declaration.

(r) Lobby Installations. Any installations, including, without limitation, art work, lighting fixtures, chandeliers and security desks, in any lobby, provided the same were installed by or for the benefit of a Unit Owner(s), shall be maintained, Repaired and insured at the sole cost and expense of such installing Unit Owner(s).

6.2.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs by any Tower Unit Owner or Sub-Board shall be made in accordance with the provisions of Sections 8.1.4 hereof as if the references therein to Alterations were references to maintenance and Repairs. In the event that any Repairs to be made by any Tower Unit Owner or Sub-Board would affect the structure of the Building (including, without limitation, any of the General Common Elements or Tower Limited Common Elements) or the Building Systems, the same shall be made in accordance with the then-current plans and specifications for the Building which shall be made available by the Condominium Board (with respect to the General Common Building Systems) in accordance with Section 6.2.3 of the Condominium By-Laws and/or the Tower Board (with respect to the Tower Building Systems), except that if the Tower Unit Owner or Sub-Board making such Repairs desires to make changes from such then-current plans and specifications in respect of the structures of the Building or the Building Systems, such changes shall constitute Alterations to be made subject to the provisions of Article 8 hereof and the Condominium By-Laws.

6.2.4 Standard of Maintenance. Each Tower Unit (and all portions thereof), each Tower Limited Common Element (including each Tower Unit's Exclusive Terraces) shall be kept and maintained in such a manner as meets or exceeds Project Standards, as appropriate for such portion of the Building, by whichever of the Tower Unit Owners or Boards is responsible for the maintenance and Repair thereof under the Condominium Documents; and each such Tower Unit Owner, Tower Board or Sub-Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Tower Unit or Tower Limited Common Element (including such Tower Unit's Exclusive Terraces) meets or exceeds Project Standards. The Project Standards (a) are also (in addition to being an appearance and condition standard) a quality standard with respect to the Tower Limited Common Elements and the obligations imposed on the Tower Board, Tower Unit Owners and other Boards with respect thereto; and (b) the Project Standards are only a condition standard (and not an appearance standard) with respect to all "non-public" components of each Tower Unit. As used in the preceding sentence, a "non-public" component is any component other than (i) all lobbies and (ii) all components that are visible from the street outside the Building.

6.3 [Intentionally Omitted].

6.4 Cooperation. All Tower Unit Owners and the Tower Board and all Sub-Boards shall cause their respective employees, and the employees of their respective managing agents, in the event of an Emergency, to assist the employees of whichever of the Boards or a Tower Unit Owner is responsible for making appropriate Repairs or implementing necessary safety measures.

6.5 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the Tower Limited Common Elements, and shall be paid for, as set forth in Section 6.5 of the Condominium By-Laws.

## ARTICLE 7

[INTENTIONALLY OMITTED]

## ARTICLE 8

### ALTERATIONS; BUILDING SIGNAGE

8.1 Alterations to Tower Units and Tower Limited Common Elements.

8.1.1 Approvals Required

(a) General. Except as may otherwise be provided in this Section 8.1 or in the Condominium Documents, following the substantial completion of the applicable Tower Unit Owner's Finish Work (it being understood that the applicable Member Agreement(s) shall address Alterations as part of the Tower Unit Owner Finish Work as more particularly provided in Article 9 of the Declaration) each Tower Unit Owner shall have the right to make or perform (which terms, for the purposes of this Section 8.1, shall also include permit, cause and suffer) Alterations in or to all or any portion of its Tower Unit (including, without limitation, any Individual Unit Systems of Tower Unit Owners and Alterations to Exclusive Terraces appurtenant to such Tower Unit), subject to Section 6.2 of the Declaration, and each Tower Unit Owner, the Tower Board and each Sub-Board (with a right of assignment by such Board to one or more of its Tower Unit Owner(s)) shall have the right to make or perform Alterations in or to all or any portion of its Tower Limited Common Elements, in each case, without the vote or consent of any Board or any other Tower Unit Owner, unless such Alterations, to more than a *de minimis* extent, impact another Unit or its Exclusive Terraces, the General Common Elements or any Limited Common Elements, or shall affect the structure, façade (other than in-fill of slabs in the Time Warner Unit which shall not require the approval of the Tower Board, the Tower Board or any Sub-Board) and/or Building Systems (or access to any of the foregoing) and/or improvements on and/or within such other Tower Unit or the Tower Limited Common Elements. Every such Alteration, throughout its performance and upon completion, shall at all times be subject to and in compliance with the Underlying Agreements, the Project Labor Agreements, all applicable Laws, Project Standards, and any other applicable provision of this Article and the Condominium Documents. The determination as to whether consent to any Alteration is

required shall be made by the Tower Board with respect to its affecting the Tower Limited Common Elements (including, without limitation, to the extent applicable, the Exclusive Terraces), subject to the approval rights of the Condominium Board set forth in the Condominium By-Laws and with respect to the General Common Building Systems. In connection therewith, the Tower Unit Owner or Board performing any Alterations shall provide Tower Board prior written notice of any intended Alterations together with any plans and specifications therefor and/or a reasonably detailed description thereof, which the Tower Board will review and advise the Tower Unit Owner as to whether they impact other Tower Units, General Common Elements or Tower Limited Common Elements, as the case may be, and whether consent is required (in which case Section 8.1.3 hereof shall apply).

(b) Consent from Affected Tower Unit Owners. In the event that any Alteration (whether performed by a Tower Unit Owner or the Tower Board) is reasonably expected to impact, by more than a *de minimis* extent, any Tower Unit Owner, its Tower Unit (including, without limitation, any Equipment or Individual Unit Systems located exclusively in and/or solely serving such Tower Unit) or its Exclusive Terraces and/or improvements on and/or within such other Tower Unit, as applicable, the prior written approval of the affected Tower Unit Owner shall be required. Such approval of any Tower Unit Owner may not be unreasonably withheld, conditioned or delayed, provided that in all events a party shall be deemed reasonable in withholding its consent or approval of any Alterations or Repairs if the same is reasonably anticipated to have more than a *de minimis* adverse effect on such Tower Unit Owner. Any dispute with respect to whether such consent is required shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(c) Consent from Affected Boards. In addition to the provisions of Section 8.1.1(c) of the Condominium By-Laws with respect to the General Common Elements, in the event that any Alteration (whether performed by a Tower Unit Owner or a Board) would, to more than a *de minimis* extent, impact any Tower Limited Common Elements or shall affect the structure, façade and/or shared Building Systems (or access to any of the foregoing) and/or improvements on and/or within such Tower Limited Common Elements the prior written approval of the affected Board shall be required. Such approval of any Board so affected may not be unreasonably withheld, conditioned or delayed provided that in all events such Board shall be deemed reasonable in withholding its consent or approval of any Alterations or Repairs if the same is reasonably anticipated to have more than a *de minimis* adverse effect on such party. Any dispute with respect to whether such consent is required shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(d) Alterations Affecting Floor Area. Alterations impacting the Total Floor Area used in a Tower Unit or the Building overall and/or require the filing of a "Alt-1" or similar application with the Department of Buildings shall be in accordance with Section 8.1.1(d) of the Condominium By-Laws. In addition, no Alteration performed by any Board shall utilize any Floor Area allocated to or reserved by any Unit Owner(s) pursuant to Sections 1.5 and 6.2 of the Declaration without such Unit Owner(s) consent.

8.1.2 Approval of Plans. All requests for approval required with respect to a proposed Alteration shall include a written description of (a) the particular components of such Alteration, and/or the aspects of the performance of such Alteration, that cause the approval to be

required, and (b) any encroachment onto Tower Limited Common Elements, a Tower Unit Owner's Unit that would result from such Alteration, and shall be accompanied by a set of the relevant plans and specifications for the proposed Alteration, which plans and specifications shall be subject to the review and approval of the Person(s) from whom or which approval is required under Section 8.1.1 hereof; provided, however, that if the Alteration is in the nature of a Repair and the Person proposing such Alteration utilizes either plans and specifications which were used for the original construction of the item being Repaired or which were previously reviewed and approved by the Tower Board or such other Person entitled to a right of approval in connection with a previous Alteration, the request for approval shall specifically so state and no further approval of such plans and specifications shall be required, to the extent that such Repair or Alteration does not exceed the scope of any such original or previously approved plans. In addition, any right of approval with respect to plans and specifications shall be limited to those portions or elements of the work reflected therein which give rise to the right of approval. (*By way of illustration only and without constituting a substantive provision of these Tower By-Laws, if a certain portion of a Tower Unit's mechanical Equipment would be adversely affected by an Alteration proposed by another Tower Unit Owner and, as a result, the Tower Unit Owner of such affected Tower Unit has a right of approval with respect to such Alteration, such right of approval shall be limited to only those elements of the proposed Alteration and the plans and specifications therefor giving rise to the threatened adverse effect.*)

8.1.3 Approvals Given, Deemed Given, Denied or Conditioned. Any approval required pursuant to the foregoing provisions of this Section 8.1 shall be deemed given if not given or denied or conditioned within twenty (20) Business Days after an initial request therefor and three (3) Business Days following receipt of a second request therefor accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOUR APPROVAL OF THE ALTERATIONS DESCRIBED HEREIN WHICH APPROVAL IS REQUIRED UNDER THE TERMS OF THE TOWER BY-LAWS. YOUR FAILURE TO RESPOND WITHIN THREE BUSINESS DAYS FROM THE DATE HEREOF SHALL BE DEEMED TO CONSTITUTE YOUR APPROVAL OF SAME." Any denial or conditioning of approval with respect to an Alteration shall expressly state the grounds therefor in reasonable detail; and, to the extent the grounds relate to the proposed plans and specifications, the Person having such right of approval shall reasonably cooperate with the proponent of the Alteration in facilitating the revision of such plans and specifications so that the same may be rendered acceptable; and approvals of plans and specifications shall not be unreasonably withheld, conditioned or delayed.

8.1.4 Costs; Manner of Performing Alterations.

(a) Subject to Article 9 of the Declaration, all Alterations made by (or on behalf of) a Tower Unit Owner or a Sub-Board other than those performed pursuant to any Member Agreement shall be performed in accordance with Section 8.1.4 of the Condominium By-Laws;

(b) If consent of the Condominium Board or the Tower Board is required for the applicable Alterations or improvement, the Condominium Board or the Tower Board may, require the posting of security, as determined in the such Board's reasonable discretion, for any Alterations to be performed by a Tower Unit Owner on or in its Tower Unit

which could reasonably be expected to affect another Tower Unit, the General Common Elements or the Tower Limited Common Elements or are expected to cost in excess of a threshold amount to be reasonably determined by the Condominium Board or the Tower Board from time to time;

(c) If a Tower Unit Owner or Sub-Board is performing Alterations, the other Tower Unit Owners and Sub-Boards shall cooperate in all reasonable respects to locate appropriate staging areas for materials and equipment, provided the same do not materially interfere with access to or the normal operations of any other Tower Unit. The Tower Unit Owner or Sub-Board performing the Alterations shall keep all affected areas outside its Tower Unit or the Tower Section (e.g., the staging areas or adjacent sidewalks) or visible to the public in a clean, secure, safe and sightly manner. Promptly following completion of such Alterations, the Tower Unit Owner or Sub-Board performing the Alterations shall restore any areas affected including those areas used as a staging area to a condition equal to or better than that existing prior to the commencement of such Alterations. Any damage to the Property resulting from the performance of any Alterations shall be promptly Repaired by the Tower Unit Owner or Board performing such Alterations at such Tower Unit Owner's or Sub-Board's expense and to a condition equal to or better than that existing prior to the occurrence of the damage.

(d) None of the Condominium Board, the Tower Board or any Sub-Board, their respective managing agents, or any Tower Unit Owner (other than the Tower Unit Owner, Tower Board or Sub-Board making any Alterations in or to its Tower Unit and/or appurtenant Tower Limited Common Elements, as the case may be) shall incur any liability, cost or expense: (i) in connection with the preparation, execution or submission by the proponent of the Alterations in question of any applications to any Governmental Authorities; (ii) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made by the proponent of the Alterations in question; (iii) to any Person asserting any claim for personal injury or property damage arising from any Alterations made by the proponent of the Alterations in question; or (iv) arising out of the failure by the proponent of the Alterations in question to obtain any permit, authorization, certificate or license, or to comply with the Condominium Documents, these Tower By-Laws, any applicable Rules and Regulations, the Underlying Agreements or the Project Labor Agreements (to the extent applicable to such Tower Unit, Common Element or Alteration) and the provisions of any Laws or Insurance Requirements insofar as they relate to Alterations. A Tower Unit Owner, the Tower Board or a Sub-Board making any Alteration or performing any other work described in this Section 8.1 (or pursuant to Article 9 of the Declaration) shall indemnify and hold the Boards, their managing agents and all other Unit Owners harmless from and against all Costs resulting from, arising out of, or in any way connected with, any of the foregoing.

8.1.5 Potential Risk Alteration. Any Tower Unit Owner or Sub-Board performing an Alteration which has the potential to (x) create the risk of water damage, undue noise, odors, vibrations or similar damage or disruption to a Unit or any Common Elements, or (y) interfere with access to or disrupt or materially interfere with the ordinary course of business of any other Unit or any Common Elements, shall notify the affected Tower Unit Owners, the Condominium Board, and, if the Tower Limited Common Elements shall be so impacted to more than a *de minimis* extent, the Tower Board, of such potential risk, disruption or interference. Without limiting any of the approval rights of any Person as provided in Section 8.1.1 hereof, the

performing Tower Unit Owner or Sub-Board shall coordinate with any such affected Tower Unit Owners or Boards as to minimize any damage, noise, odor, vibrations, or disruption or interference with access to and use and occupancy of the affected Unit(s) and/or Common Elements, and the performing Tower Unit Owner agrees to use commercially reasonable efforts to minimize any damage, noise, odor, vibrations, or disruption or interference with access to and use and occupancy of the affected Unit(s) and/or Common Elements.

8.1.6 Governmental Applications. Any application to any department of the City of New York or to any other Governmental Authority having jurisdiction for a permit to make a permitted Alteration in or to any Tower Unit or Exclusive Terrace shall, if required by applicable Laws or such department or Governmental Authority, be executed by the Tower Board, to the extent such execution is necessary, provided that the Tower Board shall not thereby incur any liability, cost or expense in contravention of Section 8.1.4 hereof. Nothing herein shall limit or restrict any Tower Unit Owner or Sub-Board from signing, submitting and filing any such application which it is otherwise entitled to do hereunder.

8.1.7 Disputes. In the event there is Arbitration between any Tower Unit Owner or Board, and another Tower Unit Owner or Board, regarding any Alteration (including, without limitation, the determination of whether any work constitutes an Alteration subject to the approval of the applicable Person), such Alteration (excluding any component thereof that such Arbitration does not relate to) shall not be performed pending resolution of such Arbitration.

8.2 Alterations to Limited Common Elements. Except to the extent expressly provided in these Tower By-Laws, the Tower Board shall have the exclusive right to make Alterations to the Tower Limited Common Elements within the Tower Section. In addition, subject in all events to Section 19.4 hereof, Alterations to the Tower Units, the Tower Limited Common Elements and/or Exclusive Terraces of the Tower Section shall be further subject to such additional terms, conditions and requirements as may be contained in the applicable Tower By-Laws from time to time or as shall be imposed by the Tower Board. In addition, to the extent access to the General Common Elements or the Retail Unit will be required in connection with any such Alteration by a Tower Unit Owner, the same shall be in compliance with the Access Conduct Standards.

8.3 Alterations to Exclusive Terraces. Subject to Sections 6.2.2(d) and 8.1 hereof and the Condominium By-Laws, Article 15 of the Declaration, the Person(s) having the sole exclusive use of an Exclusive Terrace (as provided in Article 15 of the Declaration) shall have the right to perform Alterations thereto. However, notwithstanding anything in Section 6.2.2(d) hereof to the contrary, in addition to the costs set forth in such Section, the applicable Tower Unit Owner(s) or Sub-Board performing any such Alteration shall thereafter be responsible for the entire cost of all structural or capital Repairs of or Alterations to the Altered portion of such Exclusive Terrace (provided, however, if such Alterations are performed by the Tower Board and required because of the negligence or misuse of the owner of the Tower Unit to which such Exclusive Terraces are appurtenant, such Tower Unit Owner shall be responsible for the entire cost of such Alterations). No Tower Unit Owner shall construct or perform any Alterations to any of the Exclusive Terraces which would cause the Floor Area of such Tower Unit, including the Exclusive Terraces appurtenant to such Tower Unit, to exceed the allocated Floor Area for such Tower Unit as set forth in Section 6.2 of the Declaration.



#### 8.4 Alterations to (Other) Tower Limited Common Elements.

8.4.1 Cost and Approval. Subject to the provisions of the Condominium Documents, Alterations in or to any Tower Limited Common Element, or to the extent provided herein with respect to certain structural Alterations, Exclusive Terraces, may be made only by the Tower Board, authorized in accordance with the provisions hereof (including Article 2 and Section 8.4.3 hereof) and the cost thereof shall be charged to the Tower Common Charge Obligors in accordance with Article 6 hereof.

8.4.2 Without Consent of Affected Tower Unit Owner(s) or Board(s). Notwithstanding any other provision of these Tower By-Laws (but subject to the provisions of the Condominium Documents), to the extent that any Alteration (including Repair) of the Tower Limited Common Elements is necessary to comply with Laws or Insurance Requirements, or for the health or safety (but not the general comfort or welfare) of the Tower Unit Owners or their Occupants or Permittees or in the case of an Emergency, the Tower Board may make and perform the same without the consent of any Tower Unit Owner(s), or Sub-Board(s) that would, or whose Tower Unit(s) or Tower Limited Common Elements would be affected thereby.

8.4.3 Additional Requirements. The provisions of Sections 8.1.1(a), 8.1.1(b), 8.1.1(c), 8.1.1(d), 8.1.2, 8.1.3 and 8.1.4 hereof shall apply to Alterations performed by the Tower Board, provided that Section 8.1.1(b) hereof and clauses (i) and (ii)(z) of Section 8.1.4(a) of the Condominium By-Laws (with respect to Section 8.1.4(a) hereof) shall not apply with respect to Alterations performed by the Tower Board pursuant to Section 8.4.2 hereof.

8.5 Signage. No Tower Unit Owner and no Board may install, inscribe or expose any Signage either on or at any exterior facade window of the Tower Building, or on the exterior of the Building, unless same complies with the Condominium Documents and applicable Laws.

8.6 Windows; Interior and Exterior Glass. The interior and exterior glass surfaces of all windows located in any Tower Unit facing the exterior of the Building shall not be colored, painted or tinted (e.g. for sun shading), except in accordance with the Condominium By-Laws and applicable Laws.

#### 8.7 Lobbies.

8.7.1 Any Alteration, renovation or design change to the Northwest Tower Entrance (shown as Area 32 on the Floor Plans), Floor 01 Lobby Concourse (shown as Area 33 on the Floor Plans), Floor 01 Office Lobby (shown as Area 34 on the Floor Plans), Floor 05 Lobby Concourse (shown as Area 35 on the Floor Plans), Floor 05 Office Lobby (shown as Area 36 on the Floor Plans) or Office Sky Lobby Concourse (shown as Areas 20, 37 and 38 on the Floor Plans) by the Tower Board, which determination shall be made by a Tower Common Interest Vote of 75%; provided, however, the Tower Board shall delegate to the RHY Unit Owner (for so long as Related or its Affiliates own, control or manage the RHY Unit) the right and power to direct, coordinate and manage the planning and implementation of any proposed redesign, renovation or Alteration; it being understood that the final design shall be subject to the approval of the Tower Board by a Tower Common Interest Vote of 75%.

8.7.2 The installation of any art (other than the WF Stage Coach set forth in Section 15.31 of the Declaration) in the shared components of the Floor 01 Office Lobby (shown as Area 34 on the Floor Plans) or of that portion of the Office Sky Lobby Concourse (shown as Area 37 on the Floor Plans) by a Unit Owner or the Tower Board shall be subject to the consent, which consent shall not be unreasonably withheld, conditioned or delayed, of the other Unit Owners sharing exclusive use of the Floor 01 Office Lobby or of that portion of the Office Sky Lobby Concourse (shown as Area 37 on the Floor Plans), respectively.

8.7.3 Any Alteration of or renovation or design change to the PE Unit Lobby on Floor 01, the PE Exclusive Tower Emergency Access Easement hallway on Floor 05 (shown as Area 19 on the Floor Plans), or the PE Exclusive Emergency and Maintenance Easement hallway on Floor 22 (shown as Area 28 on the Floor Plans) by the PE Unit Owners shall also require the affirmative consent of the RHY Unit Owner, which consent shall not be unreasonably withheld.

8.8 Project Labor Agreements. In no event shall there be any agreement or commitment by the Tower Board, any Sub-Board or any Owner of a Tower Unit with any trade group or union which will affect the management or operation of any other Tower Unit (except with the prior written consent of the applicable Tower Unit Owner), other than the Project Labor Agreement. Further, during the term of the IDA Documents, all Unit Owners shall comply and cause any Occupants of their respective Units to comply with the terms of the Prevailing Wage Law.

## ARTICLE 9

### SUBDIVISION AND COMBINATION OF TOWER UNITS

#### 9.1 Subdivision and Combination of Tower Units.

9.1.1 Subdivisions. Each Tower Unit Owner may (as a "Subdividing Tower Unit Owner"), without the consent of the Tower Board, any Sub-Board or other Tower Unit Owner, pursuant (and subject) to the terms of the Declaration and the Condominium By-Laws, subdivide its Tower Unit into any desired number of Tower Units (each, a "Subdivided Tower Unit"; and the Tower Unit Owner thereof, a "Subdivided Tower Unit Owner"), including without limitation in connection with a Multiple Unit Election in accordance with the Condominium Documents, subject to the following additional requirements:

- (a) [Intentionally Omitted];
- (b) except in connection with the Initial Subdivided Office Units, only one (1) Subdivided Tower Unit Owner, as designated in the amendment to the Declaration described in Section 9.1.1(c) of the Condominium By-Laws (the "Designated Subdivided Tower Unit Owner") shall have the approval and other rights (of any type) that the Tower Unit Owner of the Tower Unit being subdivided had under the provisions hereof and of the Condominium Documents prior to such subdivision; provided, however, that (1) a different Designated Subdivided Tower Unit Owner may be designated with respect to each such approval and other right; (2) if no such designation is made in such amendment, the Tower Unit Owner of the largest Subdivided Tower Unit resulting from the subdivision in question shall be deemed to be

the Designated Subdivided Tower Unit Owner with respect to all such approval and other rights; and (3) each Subdivided Tower Unit Owner shall have all Inherent Rights (as defined below) with respect to its Tower Unit (to the extent it satisfies any applicable requirement or condition with respect to any such right). As more particularly set forth herein, each owner of an Initial Subdivided Office Unit (other than PE 2 Unit Owner) shall have all approval and other rights (of any type) that the Office Unit Owner had under the provisions hereof and under the Original Declaration as of the date of the initial recording of the Original Declaration (except as otherwise set forth in these Condominium Documents); except, for the avoidance of doubt, the vote of each such Tower Unit Owner shall be of the Tower Budget Interest or Tower Common Interest, as the case may be, applicable to such Tower Unit Owner's Unit only, and not of all such Tower Units. As used herein, an "Inherent Right" means an approval or other right hereunder that inures to the benefit of all Tower Unit Owners, or to the benefit of all Tower Unit Owners that satisfy a particular requirement or condition;

(c) any such Subdivided Tower Units shall, subject to Article 17 hereof, be described in an amendment to the Declaration contemplated by Section 9.1.1 of the Condominium By-Laws (which shall include, if necessary, an amendment to these Tower By-Laws) made by the Subdividing Tower Unit Owner, which amendment shall expressly provide that the resulting Subdivided Tower Units are subjected to all terms and conditions of the Condominium Documents and these Tower By-Laws, including, without limitation Tower Common Charges;

(d) except as otherwise provided in Section 9.2 hereof, the Tower Common Interest of any Tower Unit owned by any other Tower Unit Owner (i.e., other than the Subdividing Tower Unit Owner) shall not be changed by reason thereof, unless the owner(s) of such other Tower Unit(s) shall consent thereto;

(e) all of the Subdivided Tower Units created from time to time out of a Tower Unit shall upon the subdivision of such Tower Unit have, in the aggregate, the same Tower Common Interest appurtenant to them as was appurtenant to the Tower Unit from which they were subdivided; and

(f) the Tower Common Charges attributable to a Tower Unit which has been subdivided shall be allocated by the Subdividing Tower Unit Owner among the Subdivided Tower Units on a Tower Cost Control Category by Tower Cost Control Category basis using the same methodology for the allocation of costs within each such Tower Cost Control Category (e.g., gross square footage, actual usage, etc.) as is set forth in the Tower Allocation Schedule, which manner(s) and initial allocation(s) (by percentage) shall be specified in the amendment(s) to the Declaration and By-Laws (including, as necessary, the Tower Allocation Schedule), effecting such subdivision. The allocation among the Subdivided Tower Units of the Tower Budget Interests attributable to a Tower Unit which has been subdivided shall be consistent with the allocation of Tower Common Charges that is made pursuant to the preceding sentence. The Tower Allocation Schedule may be amended by the Subdividing Tower Unit Owner to reallocate the budget line items in the amounts previously allocated to such Subdivided Tower Unit without the consent of any other Tower Unit Owner (provided no allocation to any other Tower Unit Owner is affected by such reallocation).

(g) Without limiting the foregoing, if such subdivision is pursuant to a Multiple Unit Election by Twny: (a) all Time Warner Unit Exclusive Terraces shall be for the benefit of all of the Tower Units constituted by the Time Warner Unit (without giving effect to the Multiple Unit Election) (such Tower Units, the “TW Units”), except as may be set forth in a written agreement between the owners of the TW Units (a “TW Units Agreement”); (b) the owners of all of the subdivided TW Units shall designate the owner of a TW Unit to act as the Designated TW Owner hereunder by written notice to the Tower Board, and any approval or consent required under these Tower By-Laws by the Time Warner Unit Owner shall be deemed granted only if approved or consented to by the Designated TW Owner and any such consent or approval by the Designated TW Owner on behalf of the owners of all TW Units, shall be binding upon the owners of all such TW Units, and may be relied on by the Tower Board and other Tower Unit Owners (from and after the date on which any Designated TW Owner fails to own a TW Unit, the Designated TW Owner shall be as set forth in the TW Units Agreement or as otherwise provided in an instrument executed by all owners of TW Units); (c) Designated TW Owner shall have the right to designate certain portions of the TW Units as Tower Limited Common Elements for the exclusive benefit of one or more TW Units and shall have the right to cause the Condominium Documents to be amended to effectuate the same and to allocate charges payable under the Tower Allocation Schedule to reflect the creation of separate TW Units and allocation of charges attributable to the Time Warner Unit amongst the TW Units as set forth in such Tower Allocation Schedule; provided that the RHY Unit, OX Unit, PE 1 Unit, PE 2 Unit, WF Unit, Ob Deck Unit and Retail Unit shall not be adversely affected by such amendment in more than a *de minimis* manner (provided no allocation to a Tower Unit Owner or, if applicable, the Retail Unit Owner in the Tower Allocation Schedule shall be changed in any manner); (d) without limiting any of the other provisions of the Condominium Documents with respect to Subdivided Tower Unit Owners (including, without limitation Section 9.1.1(b) hereof and clause (b) of this Section 9.1.1(g)) all of the Tower Units resulting from the Multiple Unit Election shall have all Inherent Rights with respect to its Tower Unit (to the extent it satisfies any applicable requirement or condition with respect to any such right) and (e) each of the TW Units shall be deemed “Tower Units” for purposes of the Condominium Documents and these Tower By-Laws and the owners thereof, “Tower Unit Owners.” For the avoidance of doubt, if the TW Unit is subdivided, then if the Designator for a particular subdivided TW Unit (that has the right to appoint a Board Member of the Tower Board pursuant to these Condominium Documents, including, without limitation, Section 9.2.1(a) hereof) is the same Person as, or an Affiliate of, a Designator for another subdivided TW Unit (that has the right to appoint a Board Member of the Tower Board), then for so long as the Designators are the same Person or Affiliates, those subdivided TW Units will not have the right to appoint separate Board Members of the Tower Board for each subdivided TW Unit, and must appoint a single Board Member of the Tower Board for all such subdivided TW Units who shall (vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, attributable to such subdivided TW Units, which designation shall be made in writing to the Tower Board (subject to Section 2.3.2 of these Tower By-Laws).

(h) Notwithstanding anything herein provided, in the event a Unit that is subject to a Severed Subparcel Lease is subdivided pursuant to a Multiple Unit Election or otherwise, all such Subdivided Units shall continue to remain subject to such Severed Subparcel Lease, unless removed from such lease by acquisition of fee title thereto, such that the number of Severed Subparcel Leases shall not be increased by virtue of that subdivision.

9.1.2 Combinations. Each Tower Unit Owner may (as a “Combining Tower Unit Owner”), without the consent of any other Person, pursuant (and subject) to the terms of the Declaration and these Tower By-Laws, legally (whether or not physically) combine one or more Tower Unit(s) (each, a “Component Tower Unit”; the Tower Unit resulting from such combination in each instance, the “Combined Tower Unit”; and the Tower Unit Owner thereof, a “Combined Tower Unit Owner”) in accordance with Section 9.1.2 of the Condominium By-Laws:

(a) any physical work performed in connection with such combination shall in all other respects be considered an “Alteration” subject to the provisions of Article 8 hereof and the Condominium By-Laws;

(b) the Combined Tower Unit shall, subject to Article 17 hereof and the Condominium By-Laws, be described in an amendment to the Declaration (which shall include, if necessary, an amendment to these Tower By-Laws) made by the Combining Tower Unit Owner, which amendment shall expressly provide that the resulting Combined Tower Unit is subjected to all terms and conditions of the Condominium Documents and these Tower By-Laws, including, without limitation, the obligations in respect of the payment of Tower Common Charges;

(c) except as otherwise provided in Section 9.3 hereof, the Tower Common Interest of any Tower Unit owned by any other Tower Unit Owner (i.e., other than the Combining Tower Unit Owner) shall not be changed by reason thereof, unless the owner(s) of such other Tower Unit(s) shall consent thereto;

(d) the Combined Tower Unit shall have appurtenant to it the aggregate Tower Common Interest and Tower Budget Interests appurtenant to, and shall have allocated to it the aggregate Tower Common Charges allocated to, each of its Component Tower Units, which combined Tower Common Interest and Tower Budget Interests and (as may be appropriate) combined allocation of Tower Common Charges shall be specified in the amendment(s) to the Condominium Documents effecting such combination; and

(e) the Combined Tower Unit Owner shall have all approval and other rights that each Combining Tower Unit Owner had hereunder and under the Condominium Documents prior to such combination (after taking into account the implementation of Section 9.1.1 hereof with respect to any Component Tower Unit that was a Subdivided Tower Unit).

## 9.2 Voting Following a Subdivision or Combination.

### 9.2.1 Tower Board Members.

(a) If a Tower Unit is subdivided in accordance with the Condominium Documents, the Subdivided Tower Unit Owner of each Subdivided Tower Unit (the owners of Tower Units that resulted from any such subdivision are collectively referred to herein as a “Subdivided Tower Unit Group”) which consists of at least one full floor of the Building will have the right, subject to Section 9.2.1(c) hereof, as a separate “Designator”, to designate a Tower Board Member of the Tower Board, who (if otherwise eligible to vote) shall (subject to Section 2.9.1(b) hereof) vote the entire Tower Common Interest or Tower Budget



Interest, as the case may be, attributable to such Subdivided Tower Unit, which designation shall be made in writing to the Tower Board (subject to Section 2.3.2 of these Tower By-Laws). With respect to any Subdivided Tower Unit containing less than one full floor of the Building, such Subdivided Tower Unit's Tower Common Interest or Tower Budget Interest, as the case may be, may be voted by the Subdivided Tower Unit Group's Tower Board Member in accordance with an agreement between the members of the applicable Subdivided Tower Unit Group.

(b) If Tower Units are combined in accordance with the Condominium Documents, the number of Tower Board Members of the Tower Board will be decreased so that the Tower Unit Owner of such Combined Tower Unit has the right, effective upon such combination, to designate only a single Tower Board Member of the Tower Board who (if otherwise eligible to vote) shall (subject to Section 2.9.1(b) hereof) vote the entire aggregated Tower Common Interests or Tower Budget Interests, as the case may be, attributable to such Combined Tower Unit, which designation shall be made in writing to the Tower Board (subject to Section 2.3.2 hereof) and upon which the Tower Unit Owners of such Tower Units shall constitute a single Designator. In the event that any Tower Unit Owners in a Subdivided Tower Unit Group are not in Good Standing, the Designator's Tower Board Member shall nonetheless be deemed in Good Standing, but shall not be entitled to vote the Tower Budget Interest or Tower Common Interest of the Tower Unit Owners of such Subdivided Tower Unit Group who are not then in Good Standing.

(c) At any time that (and only for so long as) (A) the Designator of a Subdivided Tower Unit (otherwise entitled to designate a Tower Board Member pursuant to the terms of this Section 9.2.1 or of Section 2.3 hereof) is the same Person or Affiliates of another Designator of subdivided Tower Unit for such Subdivided Tower Unit Group (otherwise entitled to designate a Tower Board Member pursuant to the terms of this Section 9.2.1 or of Section 2.3 hereof), (B) the Designators of PE 1 Unit and PE 2 Unit are the same Person or Affiliates, or (C) two or more Designators elect then: (i) such Designators will not have the right appoint separate Board Members of the Tower Board and must designate (only) one Tower Board Member who (if otherwise eligible to vote) shall (subject to Section 2.9.1(b) hereof) vote the entire Tower Common Interest or Tower Budget Interest, as the case may be, attributable to all such Tower Units in the aggregate, which designation shall be made in writing to the Tower Board (subject to Section 2.3.2 hereof); and (ii) such Unit Owner(s), Declarant Net Lessee(s) and/or Net Lessee(s) shall be or constitute jointly, as the case may be, the "Designator" of such Tower Board Member.

(d) The purpose and intent of the foregoing provisions and Section 9.3.3 hereof is, *inter alia*, to provide for each Tower Unit Owner to be represented on the Tower Board either directly or indirectly by a Tower Board Member designated by a Designator which has or represents the Tower Common Interest and/or Tower Budget Interest of such Tower Unit Owner. Under no circumstances shall any Tower Unit Owner participate, directly or indirectly, on the Tower Board by two separate Designators representing such single Tower Unit Owner with respect to the same Tower Unit; or by a single Designator voting such Tower Unit Owner's Tower Common Interest or Tower Budget Interest more than once; or as part of or through any Designator to the extent such Tower Unit Owner's Tower Unit is part of a Sub-Group or Subdivided Tower Unit Group, which is represented on the Tower Board, directly or indirectly, through another Designator.

9.2.2 Voting at Tower Unit Owners Meetings. At all Tower Unit Owners Meetings, each Subdivided Tower Unit Owner (or its proxy) and each Combined Tower Unit Owner (or its proxy) entitled to vote thereat shall be entitled to vote for the Tower Common Interest attributable to its Subdivided Tower Unit(s) or Combined Tower Unit(s), as the case may be, as set forth in Article 3 hereof.

9.3 Amendment to the Declaration.

9.3.1 The amendment to the Declaration to be made by the Subdividing Tower Unit Owner or Combining Tower Unit Owner pursuant to the Condominium By-Laws shall contain new or amended Floor Plans, specifications, tax lot numbers, the (re)apportionment among or to the Subdivided Tower Units or Combined Tower Unit, as the case may be, of their or its Component Tower Units', as the case may be, Tower Common Interest in compliance with the New York Condominium Act and the other matters set forth in this Article 9 and Article 9 of the Condominium By-Laws, as appropriate, the allocation or aggregation to newly constituted Subdivided Tower Units or Combined Tower Unit(s) of the right to use, and responsibility for maintenance, Repairs (other than structural or capital Repairs), Alterations, additions, decorations or improvements to, any Exclusive Terraces of such Subdividing Tower Unit Owner's Tower Unit or Combining Tower Unit Owner's Tower Unit, as the case may be; and, as applicable, the designation of part of a Tower Unit being subdivided as a newly created specially designated common area appurtenant to one or more of any newly constituted Subdivided Tower Units including Subdivided Tower Unit Limited Common Elements. The Subdividing Tower Unit Owner or Combining Tower Unit Owner, as the case may be, shall have the right to approve and execute the amendment to the Declaration (as set forth in Article 17 of the Condominium By-Laws), and shall in any event duly certify and file such amendment in accordance with all applicable Laws and promptly deliver a copy of the filed amendment to the Tower Board.

9.3.2 In the event that in any one transaction, or in separate actions that are intended to constitute one and the same transaction, any Tower Unit is subdivided and then one or more of the Tower Units resulting from such subdivision is/are combined with one or more other Tower Units (as permitted in this Article 9 and the Condominium By-Laws), the Tower Unit Owner(s) in question may jointly act to amend the Declaration as provided herein and the Condominium By-Laws in one amendment and shall not be required to effect separate amendments in furtherance of such single transaction.

9.3.3 Sub-Groups/Sub-Boards/Sub-By-Laws. At the option of two (2) or more Tower Unit Owners, by not less than fifteen (15) days written notice to the Condominium Board and Tower Board, which written notice must include a copy of the applicable Sub-By-Laws and Sub-Rules and Regulations, the applicable Tower Units (together with any Exclusive Terraces or Limited Common Elements, as applicable, appurtenant thereto, a "Sub-Group") shall be governed by a board of managers (in each case, a "Sub-Board") pursuant to a set of by-laws (in each case, "Sub-By-Laws") setting forth the rights and obligations of each of the Tower Unit Owners and Boards with respect to its Tower Unit or Section and the Condominium, including such provisions and matters for the governance of the Sub-Group (as a discrete group within itself) as such Tower Unit Owners and Boards deem necessary and appropriate, to the extent permitted by applicable Laws, including, without limitation, designating the Sub-Board as the

single Designator for all affected Tower Units and Boards, provisions for the imposition and collection of "Sub-Group Tower Common Charges" from the affected Tower Unit Owners and Boards for the payment of expenses borne in common by such Persons, and any other matters required in accordance with these Tower By-Laws, the New York Condominium Act or other Laws. Subject to the terms of the Condominium Documents and these Tower By-Laws, each such Sub-Board shall (subject to the terms of the applicable Sub-By-Laws) be entitled to make determinations with respect to matters relating to the operation, care, upkeep, maintenance and administration of the affairs of its Sub-Group, including, without limitation, the making of Repairs of, and performance of Alterations to, its Sub-Group (as if each reference in the Condominium Documents and these Tower By-Laws to an applicable Tower Unit Owner or Board with respect to such matters shall have been a reference to the applicable Sub-Board) and to enact rules and regulations with respect to such Sub-Group (in each case, "Sub-Rules and Regulations") as limited by and subject to the applicable provisions of the Condominium Documents and these Tower By-Laws; provided, however, that at all times (x) the rights of the Condominium Board, the Tower Board, any other Sub-Boards, and all Tower Unit Owners with respect to each applicable Tower Unit Owner and Board shall remain unaffected (to more than a *de minimis* extent) by the Sub-By-Laws in question, (y) a default, breach or Event of Default by the Sub-Board hereunder or under the Declaration shall be deemed for all purposes to be a default, breach or Event of Default by each Tower Unit Owner and Board constituting the applicable Sub-Group and (z) each such Tower Unit Owner and Board (if applicable) shall remain a Tower Common Charge Obligor. To the extent any Tower Unit is included as part of a Sub-Group which is, or is deemed included as part of, a Designator, the provisions of Section 9.2.1(b) hereof shall not apply with respect to such Tower Unit. The applicable Sub-Board shall give the Tower Board not less than fifteen (15) days written notice of any proposed amendment to any Sub-By-Laws before such amendment is adopted.

## ARTICLE 10

### MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

10.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Tower Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for: (a) a Tower Unit Owner (or its managing agent or such Tower Unit Owner's Occupants or Permittees) with respect to all or any portion of its Tower Unit or Exclusive Terraces over which it exercises exclusive control (each such Tower Unit Owner, for purposes of this Section 10.1, being referred to as the "Lien-Causing Tower Unit Owner"); (b) the Tower Board (or its managing agent or such Board's Occupant's or Permittees) with respect to the Tower Limited Common Elements of the Tower Section (other than those over which one or more Tower Unit Owners exercises exclusive control pursuant to the applicable Tower By-Laws), or any Tower Unit owned by such Tower Board or its designee; (c) a Sub-Board (or its managing agent or such Board's Occupants or Permittees) with respect to its appurtenant Limited Common Elements or Exclusive Terraces (if any) or any Tower Unit within such Sub-Board's Sub-Group; or (d) the Tower Board (or its managing agent or such Board's Occupants or Permittees) with respect to the Tower Limited Common Elements (other than the Exclusive Terraces) or any Tower Unit owned by the Tower



Board or its designee (in each such case (b), (c) and (d), for purposes of this Section 10.1, such Board being referred to as the "Lien-Causing Board"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Tower Unit Owner or Lien-Causing Board, as the case may be, then such Lien-Causing Tower Unit Owner or Lien-Causing Board shall promptly notify the Condominium's and the Tower Section's respective managing agents (or, if there is no managing agent, the Condominium Board or Tower Board, as applicable) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within sixty (60) days after receiving from the Tower Board, other Sub-Board or Tower Unit Owner whose Tower Unit (and/or Limited Common Element or Exclusive Terrace, as applicable) has been adversely affected by such mechanic's lien, or from the Tower Board if any Tower Limited Common Elements have been adversely affected by such mechanic's lien or the Condominium Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "Lien Notice") identifying the lien and requesting that the same be released or discharged, failing which (without limiting the Condominium Board's rights under Section 10.1 of the Condominium By-Laws): (y) the Tower Board (in the case of a Lien-Causing Tower Unit Owner or a Tower Board or other Sub-Board that is a Lien-Causing Board), or (z) each of the Tower Unit Owners and Tower Board or Sub-Boards (if the Tower Board is the Lien-Causing Board), shall have the rights set forth in Section 13.1.1(e) hereof. For purposes of this Section 10.1, the Tower Board or a Sub-Board or Tower Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Tower Unit Owner or Lien-Causing Board to remove, as aforesaid) if: (i) in the case of the Tower Board or a Sub-Board that is affected, any of the Tower Units within its Section, any Limited Common Elements within such Section or an Exclusive Terrace of such Section; or (ii) in the case of a Tower Unit Owner that is affected, such Tower Unit Owner's Tower Unit, Limited Common Elements or Exclusive Terraces, in each case, is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Tower Unit Owner or the Lien-Causing Board, and not by, to or for the putatively 'adversely affected' Tower Unit Owner or Tower Board or its/their Occupants or Permittees). In all events, the Lien-Causing Tower Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Tower Unit Owners and Boards (and their Occupants), and MTA in its capacity as Declarant, from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Tower Board or other Sub-Board or Tower Unit Owner shall be simultaneously sent to the Tower Board.

10.2 Violations. In the event that any violation shall be noted or noticed against any Tower Unit or other portion of the Property as a result of any condition at the Property created or suffered by or existing with respect to: (a) a Tower Unit Owner (or its managing agent or such Tower Unit Owner's Occupants or Permittees) with respect to all or any portion of its Tower Unit or Exclusive Terraces, over which it exercises exclusive control (each such Tower Unit Owner, for purposes of this Section 10.2, being referred to as the "Violation-Causing Tower Unit Owner"); (b) the Tower Board (or its managing agent or such Board's Occupants or Permittees) with respect to the Tower Limited Common Elements of the Tower Section (other than those over which one or more Tower Unit Owners exercises exclusive control pursuant to the Tower

By-Laws) or any Tower Unit owned by the Tower Board or its designee; or (c) a Sub-Board (or its managing agent or such Board's Occupants or Permittees) with respect to its appurtenant Limited Common Elements or Exclusive Terraces (if any) or any Tower Unit within such Sub-Board's Sub-Group (in each such case (b), and (c)), for purposes of this Section, such Board being referred to as the "Violation-Causing Board") the Violation-Causing Tower Unit Owner or the Violation-Causing Board, as the case may be, shall promptly notify the managing agent of the Condominium Board and Tower Board (or, if there is no managing agent, the Condominium Board or Tower Board, as applicable) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within sixty (60) days after receiving, from the Tower Board, other Sub-Board or Tower Unit Owner whose Tower Unit, Tower Limited Common Elements or Exclusive Terraces have been adversely affected by such violation, or from the Tower Board if any Tower Limited Common Elements have been adversely affected by such violation, a Violations Notice identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such sixty (60) day period, the Violation-Causing Tower Unit Owner or the Violation Causing Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such sixty (60) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which (without limiting the rights of the Condominium Board under Section 10.2 of the Condominium By-Laws): (y) the Tower Board (in the case of a Violation-Causing Tower Unit Owner or the Tower Board or other Sub-Board that is a Violation-Causing Board), or (z) each of the Tower Unit Owners and the Tower Board or other Sub-Boards (if the Tower Board is the Violation-Causing Board), shall have the rights set forth in Sections 13.1.1(e) and 13.4 hereof. For purposes of this Section 10.2, the Tower Board or other Sub-Board or Tower Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Tower Unit Owner or Violation-Causing Board to remove or cure, as aforesaid) if: (i) in the case of the Tower Board or other Sub-Board that is affected, any of the Limited Common Elements within such Section or an Exclusive Terrace of such Section, if applicable; or (ii) in the case of a Tower Unit Owner that is affected, any of such Tower Unit Owner's Unit, or appurtenant Tower Limited Common Elements or Exclusive Terraces, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Tower Unit Owner or the Violation-Causing Board, and not by the putatively 'adversely affected' Tower Unit Owner or the Tower Board or other Sub-Board or its/their Occupants or Permittees). In all events, the contesting Tower Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Tower Unit Owners and Boards (and their Occupants), and MTA in its capacity as Declarant, from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 10.2 or the underlying violation or non-compliance related thereto. Copies of all Violations Notices sent by the Tower Board or other Sub-Board or Tower Unit Owner shall be simultaneously sent to the Tower Board and the Condominium Board.

10.3 Compliance With Laws, Insurance Requirements. Each Tower Unit Owner and the Tower Board and any Sub-Board, without cost or expense to the other Tower Unit Owner(s) and Boards (except that costs and expenses incurred by the Tower Board pursuant to this sentence are Tower Common Expenses), shall promptly comply and/or cause its Occupants or

Permittees to comply with all Laws and Insurance Requirements applicable to such Tower Unit Owner's or Board's Tower Unit, Limited Common Elements, Exclusive Terraces or other Limited Common Elements, as applicable; provided, however, that each Tower Unit Owner and Board, shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law and Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Tower Unit(s) or any portion of any of the Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Tower Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Tower Unit, Tower Limited Common Element or the General Common Elements to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Tower Unit Owner or Board shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law and Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Tower Unit Owner and Board shall cooperate to the fullest extent necessary with any contesting Tower Unit Owner or Board in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Tower Unit Owner or Board, as the case may be. In all events, the contesting Tower Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Tower Unit Owners and Boards (and their Occupants), and MTA in its capacity as Declarant, from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 10.3 or the underlying violation or non-compliance related thereto.

10.4 Hazardous Materials. No Tower Unit Owner (or its Occupants or Permittees) or the Tower Board or any Sub-Board shall store, use or permit the storage or use of Hazardous Materials on, about, under or in its Tower Unit, Tower Limited Common Elements, Exclusive Terraces or otherwise in or on the Property, except to the extent that such Hazardous Materials are necessarily and customarily used in the ordinary course of usual business operations conducted thereon and any such storage and/or use shall at all times be in compliance with all applicable Environmental Laws. Each Tower Unit Owner and the Tower Board and any Sub-Board shall defend, protect, indemnify and hold harmless the Condominium Board, the Tower Board, any Sub-Board and each other Unit Owner (and the Occupants of each of the foregoing), and MTA in its capacity as Declarant, from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Tower Unit Owner or Tower Board and any Sub-Board (including its respective Occupants and Permittees) under or in its Tower Unit, Sub-Group portion of the Building, Section, Tower Limited Common Elements, General Common Elements, Exclusive Terraces or otherwise in or on the Property.

## ARTICLE 11

### RECORDS AND AUDITS

#### 11.1 Records.

11.1.1 The Tower Board or its managing agent shall keep and maintain these Tower By-Laws, the Sub-By-Laws, the Tower Rules and Regulations, the Sub-Rules and Regulations, if any, and the Floor Plans, as the same may be amended from time to time, and detailed records of the actions of the Tower Board, minutes of the meetings of the Tower Board (and any committee thereof), minutes of Tower Unit Tower Unit Owners Meetings, if any (and committees of Tower Unit Owners, if any) and financial records and books of account with respect to the activities of the Tower Board (the "Records"). All such Records shall be kept at the offices of the Condominium and/or at such other reasonably proximate location(s) in The City of New York as is determined by the Tower Board from time to time.

11.1.2 The Records maintained by or for the Tower Board in connection with its obligations pursuant to Article 6 hereof shall include, but not be limited to, disbursements, receipts, cancelled checks, invoices, contracts, maintenance agreements, employee records, Interim Operating Statements and Final Operating Statements, and shall be kept and maintained, to the extent applicable, in accordance with generally accepted accounting principles consistently applied (the "Tower Common Expense Records"). The Tower Board shall keep and maintain the Tower Common Tower Expense Records in respect of each calendar year for at least ten (10) years after the end of such calendar year. As part of the Tower Common Expense Records, the Tower Board shall keep a separate account for each Tower Common Charge Obligor which, among other things, shall contain the amount of each allocation and/or assessment of Tower Common Expenses and other amounts to be paid in respect of each Tower Common Charge Obligor, the date when due, the amounts paid thereon and the balance, if any remaining unpaid.

#### 11.2 Audits.

11.2.1 Right to Audit. In order to confirm the correctness of any Final Operating Statement, and/or in the event of any dispute with respect to Tower Common Charges, each Tower Common Charge Obligor (and their respective authorized representatives) shall have the right, from time to time but not more frequently than three (3) times in any one (1) calendar year, and upon reasonable notice, to inspect or audit (any such inspection or audit, an "Audit") the applicable Records and Tower Common Expense Records and to make extracts or copies thereof (including electronic copies of any such Records or Tower Common Expense Records that are kept in electronic form). Such notice shall specifically designate the year(s) for which such Tower Common Charge Obligor intends to Audit applicable Records and Tower Common Expense Records, which year(s) shall be limited to the six (6) full calendar years immediately preceding the date of such inspection and any then elapsed portion of the then current calendar year. Any Tower Common Charge Obligor making or causing to be made any Audit hereunder shall provide the Tower Board with a copy of any written report of the results of such Audit within forty-five (45) days after the preparation thereof. Subject to Section 11.2.3 hereof, all costs of such Audit shall be borne by the party making or causing the Audit. In connection with any Audit covering a Final Operating Statement and/or Tower Common Charges (or Tower

Special Assessments or other charges or fees assessed by the Tower Board) relating to a particular calendar year, the Tower Common Charge Obligor making or causing to be made such Audit, and its authorized representatives, shall have the right to inspect the Records and Tower Common Expense Records relating to all other calendar years and to make extracts or copies thereof (including electronic copies of any such Records or Tower Common Expense Records that are kept in electronic form).

**11.2.2 Adjustments of Payments; Time Period to Commence Arbitrations Relating to Tower Common Charges.** In the event of any dispute with respect to the correctness of any Final Operating Statement, the accuracy of any Tower Common Charges (or Tower Special Assessments or other charges or fees assessed by the Tower Board) if the Tower Board and the Tower Common Charge Obligor in question are unable to resolve such dispute within ninety (90) days after such Tower Common Charge Obligor shall have requested in writing to the Tower Board an adjustment in respect of same, subject to Section 6.1.1 hereof, either the Tower Board or such Tower Common Charge Obligor may submit such dispute to Arbitration in accordance with the provisions of Article 15 hereof, and unless such Arbitration is commenced by the disputing Tower Common Charge Obligor within one hundred eighty (180) days after first requesting such adjustment, the dispute will be deemed to have been resolved in favor of the Tower Board. If such dispute is submitted to Arbitration and resolved in the favor of the disputing Tower Common Charge Obligor and there is determined to have been an overcharge by the Tower Board, then the Tower Board shall promptly reimburse such Tower Common Charge Obligor (or its authorized representatives) for any overpayment, together with interest thereon from the date paid at the Prime Rate. If such dispute is resolved in the Tower Board's favor, and there is determined to have been an undercharge, then each Tower Common Charge Obligor, as appropriate, shall, within thirty (30) days after notice of such determination, pay the Tower Board the amount of such underpayment together with interest thereon from the date(s) due at the Prime Rate. Upon the resolution (whether or not in Arbitration or otherwise) of any dispute with respect to an Final Operating Statement or particular Tower Common Charge, a Tower Common Charge Obligor having previously disputed same shall no longer have the right granted hereunder to dispute the obligation for or the amount of such charges or to otherwise seek any adjustment with respect thereto. Notwithstanding anything set forth in this Section 11.2.2 to the contrary, a Tower Common Charge Obligor shall not be entitled to any adjustment or credit in its Tower Common Charges or in respect of an Final Operating Statement to the extent any overpayment or overcharge is ascertained, directly or indirectly, as a result of the work of any Person retained or employed by or on behalf of such Tower Common Charge Obligor on a contingency or recovery or similar basis, if such Person's principal business is performing professional services on a contingency or recovery or similar basis.

**11.2.3 Expenses.** The cost of any Audit performed by or at the request of a Tower Common Charge Obligor pursuant to Section 11.2.1 hereof, and all of the Tower Board's and such Tower Common Charge Obligor's legal and other professional fees and expenses in connection with a dispute as described in Section 11.2.2 hereof, shall be borne solely by such Tower Common Charge Obligor; provided, however that if any such dispute is resolved in favor of the Tower Common Charge Obligor and it is determined that the Tower Board's determination of Tower Common Charges for such Tower Common Charge Obligor for the calendar year in question were overstated by more than five percent (5%), the Tower Board shall pay its own legal and other professional fees and expenses incurred in connection therewith and

the cost of any applicable audit performed by or at the request of a Tower Common Charge Obligor (such costs not to exceed the amount of any such overcharge found).

## ARTICLE 12

### INSURANCE; CASUALTY; CONDEMNATION

12.1 [Intentionally Omitted].

12.2 Tower Unit Owner's Insurance Requirements. Each Tower Unit Owner shall obtain and maintain insurance in such amounts and in such limits required by the Condominium By-Laws, or in such other amounts or limits as the Tower Board, from time to time (in a non-discriminatory and uniformly applied manner), may reasonably determine. The applicable provisions of Section 12.6 of the Condominium By-Laws shall apply with respect to such Unit Owner's insurance.

12.3 Tower Board Insurance Requirements. The Tower Board (on behalf of the Tower Section) shall exercise best efforts to obtain at commercially reasonable rates and maintain (or at its election cause the Condominium Board to obtain and maintain on its behalf at the Tower Board's expense (which shall be payable as a Tower Common Expense), naming the Tower Board as a named insured) the insurance in such amounts and in such limits as it is required to maintain under the Condominium By-Laws, or in such higher amounts and in such higher limits as the Tower Board, from time to time, may determine (in a non-discriminatory and uniformly applied manner).

12.4 Insurance Requirements During the Course of Alterations and/or Repairs. The Tower Board shall promulgate, as part of the Tower Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Tower Board shall deem appropriate, provided, however, that the same shall comply with the Condominium Documents and with the Master Declaration.

12.5 Insurance as a Tower Common Charge.

12.5.1 The premiums for all insurance referred to in Section 12.3 hereof shall be a Tower Common Expense and shall be borne by each of the Tower Common Charge Obligors as a Tower Common Charge allocated to the "Insurance" Tower Cost Control Category. Any Tower Common Charge Obligor may request the Tower Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting Tower Common Charge Obligor sees fit (collectively, the "Additional Insurance Coverage") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Tower Board on its own behalf) be payable to such Tower Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Tower Board or the Insurance Trustee, then notwithstanding any other provision of these Tower By-Laws to the contrary, such

proceeds shall be turned over to such Tower Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall indemnify the Tower Board from any loss, cost and expense (including reasonable attorneys' fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Tower Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Tower Board from receiving proceeds from any Tower Board Insurance, (iii) cause the Tower Board Insurance to be less protective or (iv) adversely affect the interests of the Tower Unit Owners or Boards. Nothing contained in this Section 12.5.1 is intended to limit the provisions of Section 12.5 of the Condominium By-Laws

12.5.2 If the use of all or any portion of any Tower Unit in violation of these Tower By-Laws or the Declaration causes an increase in the premium for the insurance which the Condominium Board, Tower Board or any Tower Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the owner of the Tower Unit shall be obligated to pay to the Tower Board, as an additional Tower Common Charge, or to pay to such Tower Unit Owner or the Condominium Board, as the case may be, a sum equal to the amount of such increase attributable to such use.

12.6 [Intentionally Omitted].

12.6.1 Evidence of Insurance. (a) [Intentionally Omitted].

(b) Tower Unit Owner Insurance. Each Tower Unit Owner shall deliver to the other Tower Unit Owners and the Boards a certificate of insurance evidencing the insurance required to be maintained by such Tower Unit Owner under Section 12.2 of the Condominium By-Laws and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least five (5) business days prior to the expiration of the then current policies.

(c) Tower Board Insurance. The Tower Board shall deliver to the other Boards and each Tower Unit Owner a certificate of insurance evidencing the insurance required to be maintained by such Tower Board under Section 12.3 of the Condominium By-Laws and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least five (5) business days prior to the expiration of the then current policies.

(d) Certificates of Insurance; Policies. The certificates of insurance required to be obtained by any Person pursuant to this Section 12.6.1 shall be kept at the offices of such Person at the Property or at such other reasonably proximate location(s) in the City of New York. In the event that any certificate of insurance shall fail to contain detail reasonably sufficient enough to enable the Person(s) who are entitled to a copy of such certificate to reasonably determine if the insurance covered by such certificate complies with the provisions of this Article 12, then such Person or Persons shall have the right, upon reasonable notice to the Person maintaining such insurance, to inspect the policy or policies underlying such certificate.

## 12.7 Waiver of Subrogation.

Each of the Boards and the Tower Unit Owners (and their Occupants) (the “Releasing Party”) hereby releases and waives for itself, and each Person claiming by, through or under it, each other Unit Owner and all Boards and their respective Occupants (the “Released Party”) from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which loss or damage is covered by “Special Causes of Loss” or Comprehensive Boiler & Machinery property insurance policies required to be carried under the Condominium By-Laws or these Tower By-Laws, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

## 12.8 Indemnification.

12.8.1 Indemnification by Tower Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 12, each Tower Unit Owner shall indemnify, defend and hold each other Unit Owner (and such Unit Owner’s Occupants) and each Board and its managing agent(s), and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Related Parties from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Tower Unit (or any Exclusive Terrace appurtenant to such Tower Unit or other Common Element dedicated to the exclusive use or under the exclusive control, including, without limitation, those set forth on Exhibit O to the Declaration) owned, leased or maintained by such Tower Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Tower Unit Owner, or its respective Related Parties.

12.8.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 12, each of the Boards covenants to indemnify, defend and hold each Tower Unit Owner (and each Tower Unit Owner’s Occupants) and each other Board, and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Tower Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Tower Limited Common Elements, or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the applicable Board, or its respective Related Parties.

## 12.9 Casualty and Condemnation.

12.9.1 Tower LCE Restoration Funds. All insurance proceeds under all policies required to be obtained by the Tower Board with respect to any property loss (the “TLCE”



Restoration Insurance Proceeds”) and all condemnation awards, if any, with respect to the Tower Limited Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the “TLCE Restoration Funds”) shall be payable to the Tower Board and allocated to the Tower Unit Owners pro rata by Tower Common Interest, except that if the TLCE Restoration Funds shall exceed \$10,000,000, all TLCE Restoration Funds shall be payable to the Insurance Trustee (in accordance with the provisions of the Condominium By-Laws).

12.9.2 Use of TLCE Restoration Funds. The Tower Board shall (i) hold in trust on behalf of all Tower Unit Owners any TLCE Restoration Funds it receives with respect to the Tower Limited Common Elements, (ii) subject to the provisions of Sections 12.9.5 and 12.9.6 hereof, use such funds only for restoration of the Tower Limited Common Elements and (iii) not commingle such funds with other funds being held by the Tower Board.

12.9.3 [Intentionally Omitted].

12.9.4 [Intentionally Omitted].

12.9.5 Casualty to or Condemnation of Tower Limited Common Elements; Repair by the Tower Board; Tower LCE Restoration. Except as provided herein, if any portion of the Tower Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the Tower Board (on behalf of the affected Tower Unit Owner(s)), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Tower Limited Common Elements (including, without limitation, the Exclusive Terraces) so damaged or destroyed by casualty, or such of the Tower Limited Common Elements (including, without limitation, the Exclusive Terraces) as shall remain following the taking, (i) to a condition substantially similar to the condition of such Tower Limited Common Elements as existed immediately prior to such casualty or taking or (ii) to a safe and secure “core and shell” condition, with secure, complete and sightly demising walls, doors and exterior visible surfaces separating such Tower Limited Common Elements from any other Unit (or from any Limited Common Elements appurtenant to such Unit) or General Common Element visible from outside of the applicable Tower Limited Common Elements, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), with respect to a casualty or taking of the Tower Limited Common Elements, the “Tower LCE Restoration Work”). For the avoidance of doubt, Tower LCE Restoration Work shall include structural and roof components of any Exclusive Terrace.

12.9.6 Casualty to Seventy Five Percent (75%) or More of the Building. The rights and obligations of the Tower Board and the Tower Unit Owners in the event of a Significant Casualty are subject to the provisions of Section 12.9.6 of the Condominium By-Laws.

12.9.7 Partial Condemnation. The rights and obligations of the Tower Board and the Tower Unit Owners in the event the Building is partially taken by condemnation or eminent domain shall be governed by the provisions of Section 12.9.7 of the Condominium By-Laws.

12.9.8 Total Condemnation. The rights and obligations of the Tower Board and the Tower Unit Owners in the event of a Total Condemnation shall be governed by the provisions of Section 12.9.7 of the Condominium By-Laws.

12.9.9 Restoration Work; Plans. All Tower Unit Restoration Work and Tower LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the other Condominium Documents and these Tower By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Sections 8.1.1, 8.1.2 and 8.1.3 hereof and the Condominium By-Laws.

12.9.10 Reallocation of Percentage Interests. (a) If, as a result of a taking or casualty, the gross square footage of any Tower Unit changes, the Tower Board shall promptly (x) adjust, as of the date of such taking or casualty, the Tower Unit Owner's Tower Common Interest percentage in a manner consistent with the allocation of the Tower Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) adjust, as of the date of such taking or casualty, the Budget, so that the Tower Cost Control Categories and Tower Budget Interests shall continue to reflect the allocation methodologies used to determine such Tower Cost Control Categories and Tower Budget Interests under the Budget in existence immediately preceding such casualty or taking, and (z) subject to the provisions of Article 18 of the Declaration and Article 17 hereof and the Condominium By-Laws, prepare and record in the Register's Office an amendment to the Declaration, confirming such reallocation. If the Tower Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, such dispute shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof.

(b) If a Tower Unit Owner does not (in the course of restoring its Tower Unit, including any Tower Limited Common Element appurtenant thereto, following a casualty) restore the number of gross square feet existing immediately preceding the fire or other casualty, then, notwithstanding the reduction in the number of gross square feet in such Tower Unit Owner's Tower Unit (or such Tower Unit's Exclusive Terrace, if any), such Tower Unit Owner's Tower Common Interest and allocation of General Common Charges and Tower Common Charges shall not be diminished. Likewise, each Tower Unit Owner's Tower Common Interest and allocation of General Common Charges and Tower Common Charges shall not be adjusted or diminished if a Tower Unit Owner chooses to restore its Tower Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 12.9.4 of the Condominium By-Laws).

(c) Unless otherwise shown on the plans for the rebuilding, repairing, replacement or reconstruction of a Tower Unit, during the period of any rebuilding, repairing, replacement or reconstruction of such Tower Unit the gross square footage previously attributable to that Tower Unit shall be deemed to be the same as existed immediately prior to such period.

12.9.11 [Intentionally Omitted.]

## ARTICLE 13

### EVENTS OF DEFAULT; RIGHTS OF CURE; TOWER BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID TOWER COMMON CHARGES

#### 13.1 Events of Default.

13.1.1 Types; Notice and Cure Periods. Subject to the terms of Section 13.1.2 hereof, each of the following events shall be deemed a "Tower Event of Default" hereunder (with those arising under "(a)" and "(b)" below being referred to as "Tower Monetary Events of Default" and those arising under "(c)", "(d)" and "(e)" below being referred to as "Tower Non-Monetary Events of Default"):

(a) if a Tower Common Charge Obligor shall fail to pay when due all or any portion of any of its Tower Common Charges or all or any portion of any other amounts payable to the Tower Board under these Tower By-Laws, and such failure continues for a period of fifteen (15) days following receipt by the defaulting Tower Common Charge Obligor from the Tower Board of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE TOWER BOARD. FAILURE TO MAKE PAYMENT OF SUCH SUMS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE TOWER BY-LAWS"; or

(b) if a Tower Common Charge Obligor shall fail to pay when due any monies expended by the Tower Board in curing any default by such Tower Common Charge Obligor under the Declaration or these Tower By-Laws, and such failure continues for a period of fifteen (15) days following receipt by the defaulting Tower Common Charge Obligor from the Tower Board of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE TOWER BOARD. FAILURE TO MAKE PAYMENT OF SUCH SUMS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE TOWER BY-LAWS"; or

(c) if a Tower Unit Owner or a Sub-Board shall fail to obtain and maintain any insurance required to be obtained and maintained by it under such of the Condominium Documents as may be applicable, or fails to effect the renewal or substitution of any such policy at least fifteen (15) days prior to the date set forth in any notice received by any such Person from its insurance company or the Tower Board as the date (the "Insurance Termination Date") on or as of which any such policy is being terminated, is expiring or will otherwise not be renewed (unless such notice is received by such Person with fewer than fifteen (15) days remaining prior to such Insurance Termination Date, in which case such renewal or substitution shall be required in all events prior to the Insurance Termination Date of the required coverage); and any such failure continues for a period of one (1) business day following receipt by the defaulting Tower Unit Owner or Sub-Board, from the Tower Board or the Condominium Board, of a notice of default with respect thereto specifying the policy and coverage amount (as

applicable) required to be obtained, maintained, or renewed (as the case may be) and stating in bold print: "THIS IS YOUR FINAL NOTICE THAT YOU ARE IN DEFAULT WITH RESPECT TO THE INSURANCE REQUIREMENTS OF THE CONDOMINIUM AND/OR TOWER SECTION AS SPECIFIED HEREIN. FAILURE TO OBTAIN, MAINTAIN OR RENEW SUCH REQUIRED POLICY/IES OF INSURANCE WITHIN ONE (1) DAY AFTER THE DATE OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE TOWER BY-LAWS AND THE PROVISIONS"; or

(d) if a Tower Unit Owner or the Tower Board shall fail (whether due to its action or inaction, or the action or inaction of any Permittee or Occupant of any such Tower Unit Owner or Board) to bond or obtain the release or discharge of any mechanic's lien, or to remove of record, and cure the condition resulting in, any violation required to be released, discharged, removed or cured, as the case may be, in accordance with the provisions of (and within the time periods set forth in) Sections 10.1 and 10.2 hereof, and such failure continues after notice from the person "adversely affected" by such lien or violation (as such term is used in Section 10.1 or 10.2 hereof, as applicable), and beyond the expiration of the cure periods therein, provided that such notice shall specify and identify in reasonable detail the mechanic's lien or violation or condition in question and state in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE OBLIGATED TO [RELEASE OR DISCHARGE A MECHANIC'S LIEN and/or REMOVE A VIOLATION AND CURE THE CONDITION GIVING RISE THERETO] [the inapplicable phrase(s) to be deleted], AS REQUIRED BY ARTICLE 10 OF THE TOWER BY-LAWS. FAILURE TO EFFECT SUCH [RELEASE, DISCHARGE, REMOVAL OR CURE] [the inapplicable phrase to be deleted] WITHIN [insert applicable cure period] AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 13 OF THE TOWER BY-LAWS"; or

(e) if a Tower Unit Owner or a Sub-Board (whether due to its action or inaction, or the action or inaction of any Permittee or Occupant of any such Tower Unit Owner or Board) defaults, in the performance of any non-monetary obligation set forth in the Condominium Documents and/or the Tower By-Laws, as applicable (including, without limitation, the breach of any provision of these Tower By-Laws or of the Condominium Documents or the violation of any applicable Tower Rules and Regulations), other than any of the matters described in the preceding subparagraphs of this Section 13.1.1, and if such default continues for a period of thirty (30) days following receipt by the defaulting Tower Unit Owner (in the case of any default by a Tower Unit Owner or such Tower Unit Owner's Occupants or Permittees; with a copy to the applicable Sub-Board if such defaulting Tower Unit Owner is within such Sub-Board's Sub-Group) of a notice of default from the Tower Board, or, if the default is of a nature that it cannot reasonably be cured within such thirty (30) day period, if the defaulting Tower Unit Owner (or its Occupant or Permittee) or the Sub-Board (or its Occupant or Permittee) fails to: (i) commence such cure as promptly as practicable within such thirty (30) day period; and (ii) thereafter proceed with diligence and continuity to complete such cure (however if a Tower Unit Owner's or the Sub-Board's Occupant shall be the cause of or otherwise give rise to the default as to which such notice has been given, no Event of Default shall exist if the Tower Unit Owner or the Sub-Board, as the case may be, uses commercially reasonable efforts (and promptly, diligently and continuously attempts) to cause such defaulting

Occupant to cure such default (including, without limitation, the commencement and prosecution of an action to evict such Occupant or seeking an order to compel such Occupant to comply)).

13.1.2 Certain Events of Default Suspended by Arbitration. Notwithstanding anything to the contrary contained in Section 13.1.1 hereof, (a) no Event of Default shall be deemed to exist by reason of any act, omission, event or condition which would otherwise give rise to or constitute a Tower Non-Monetary Event of Default for so long as (but only for so long as) such act, omission, event or condition is the subject of an ongoing Arbitration; and (b) a Tower Monetary Event of Default arising solely as a result of the failure to pay any amounts expended by the Tower Board to cure a Tower Non-Monetary Event of Default under Section 13.1.1(e) hereof (a "Special Monetary Event of Default") shall be deemed not to exist for so long as (but only for so long as) whether or not such Tower Non-Monetary Event of Default exists or existed, or whether or not any such amounts were required to be paid to effectuate such cure, is the subject of an ongoing Arbitration. For purposes of this Section 13.1.2 only, the Arbitration shall be considered "ongoing" during the period commencing upon the service on all parties thereto of an Arbitration Notice and concluding upon the rendering of a final decision by the arbitrator therein (or other final resolution of the matter in question) in accordance with the procedures applicable to such Arbitration. The foregoing shall not act to limit the right to Arbitration with respect to disputes concerning Monetary Events of Default (i.e., those arising under Sections 13.1.1(a) and (b) hereof, including, without limitation, those arising as a result of the failure to pay any amounts expended by the Tower Board to cure Non-Monetary Events of Default; provided, however, that except as provided in clause (b) of the first sentence of this Section 13.1.2 with respect to Special Monetary Events of Default, the fact that such an Arbitration is ongoing shall not suspend the existence of such Monetary Event of Default for any purpose hereunder. The provisions of this Section 13.1.2 are subject to the provisions of Section 13.1.5 hereof.

13.1.3 Priority of Recourse Against Tower Unit Owners. Notwithstanding anything to the contrary contained in this Section 13.1 (other than Section 13.1.5 hereof) or in Section 13.2 hereof, and without limiting the rights of the Tower Board as set forth in the Tower By-Laws, the Tower Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Tower Unit Owner as to whom or which any Event of Default under Section 13.1.1(e) of the Condominium By-Laws exists. The Tower Board shall, upon request by the Condominium Board or any other Tower Unit Owner, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Tower Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Tower Board under its applicable Tower By-Laws) in accordance with Section 13.1.3 of the Condominium By-Laws.

13.1.4 Any of the notices permitted or required to be sent by or on behalf of the Tower Board pursuant to this Section 13.1, may be sent by the Tower Section's managing agent, if any, in the name of the Tower Board.

13.1.5 Notwithstanding anything contained in the Condominium Documents to the contrary, in the event any Tower Unit Owner or the Tower Board defaults in the performance of their respective obligations hereunder or to threaten a breach hereof, any other Tower Unit

Owner or Board which is the beneficiary of the provisions or rights in question, may bring an action for specific performance or an injunction against such default or breach, irrespective of any notice and cure periods contained in this Article 13.

13.1.6 Rights to Dispute Tower Events of Default and Time Period to Commence Arbitrations Relating to Events of Default. Notwithstanding any of the foregoing or any other provision hereof, no Tower Unit Owner or Board shall have the right to dispute that it has committed Tower Event of Default unless it commences an Arbitration in accordance with the provisions of Article 15 hereof so disputing (a) with respect to any Tower Monetary Event of Default, within thirty (30) days after the expiration of the fifteen (15) day notice period under Section 13.1.1(a) or 13.1.1(b) hereof, whichever is applicable; (b) with respect to Tower Non-Monetary Events of Default under Sections 13.1.1(c) and 13.1.1(d) hereof, within thirty (30) days after the expiration of the cure period set forth in the applicable notice described in Section 13.1.1(c) or 13.1.1(d) hereof (or after the expiration of the cure period required to be set forth in such notice, if longer), whichever is applicable; and (c) with respect to Tower Non-Monetary Events of Default under Section 13.1.1(e) hereof, within thirty (30) days after the Tower Board notifies the Tower Unit Owner or Board in writing that such Tower Event of Default exists.

13.2 Tower Board's Right to Cure.

13.2.1 When a Tower Event of Default has occurred and for so long as it continues, the Tower Board may (without the consent of the defaulting Board or defaulting Tower Unit Owner (notwithstanding any other provision of the Condominium Documents which might otherwise require such consent and without notice other than as provided in this Article 13), subject to Section 13.1.3 hereof), but shall not be obligated to, pay the amount or perform or cause to be performed the obligation or otherwise cure or effect the cure of the default which is the basis for such Tower Event of Default (including, for example, by means of causing Repairs or Alterations, or curing violations or removing or bonding mechanic's liens or otherwise as the Tower Board shall deem appropriate), if the defaulting Tower Unit Owner or Board, as the case may be, shall after all other required notices and after receiving a further notice from the Tower Board specifying the nature of the Tower Event of Default, and stating "YOU ARE HEREBY NOTIFIED THAT THE TOWER BOARD SHALL BE ENTITLED TO EXERCISE ITS RIGHTS TO CURE THE EVENT OF DEFAULT DESCRIBED HEREIN IF YOU DO NOT CURE OR (AS APPLICABLE UNDER SECTION \_\_\_ ) COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH ARTICLE 13 OF THE TOWER BY-LAWS, WITHIN \_\_\_ DAYS [to be specified by the Tower Board but which shall not be less than seven (7) Business Days] AFTER YOUR RECEIPT OF THIS NOTICE, WHICH MAY ENTAIL, WITHOUT LIMITATION, ENTRY BY THE TOWER BOARD OR ITS AGENTS UPON YOUR TOWER UNIT, TOWER LIMITED COMMON ELEMENTS AND EXCLUSIVE TERRACES. AMONG OTHER THINGS, YOU WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY OR ON BEHALF OF THE TOWER BOARD IN CONNECTION THEREWITH." fail to cure such circumstances giving rise to such Event of Default, or, if the condition giving rise to a Tower Non-Monetary Event of Default is of a nature such that it cannot reasonably be cured within the period specified in such further notice and after so notifying the Tower Board within such period, fail, as promptly as practicable within such period, to commence such cure and thereafter proceed with diligence and continuity to complete such cure (unless, notwithstanding the foregoing requirements, such condition giving rise to the Tower Event of Default constitutes

an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter). Such right on behalf of the Tower Board to cure any such matters includes, without limitation, the right: (i) to enter the Tower Unit or its Exclusive Terraces of the defaulting Tower Unit Owner or the Tower Limited Common Elements of the Tower Board, as the case may be, in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Tower Unit Owner or the Tower Board, any structure, thing or condition resulting in such violation or breach and the Tower Board shall not thereby be deemed guilty or liable in any matter of trespass; and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach. Any funds expended by the Tower Board, together with interest at the Default Rate from the date of expenditure to the date of repayment, shall be reimbursed by the defaulting Tower Unit Owner or the Tower Board to the Tower Board on demand and, if such defaulting Person shall be a Tower Common Charge Obligor, the same shall, for all purposes hereunder, constitute part of the Tower Common Charges payable by such Person.

13.2.2 Any Repairs or Alterations performed by the Tower Board in accordance with the terms of this Section 13.2 shall be the sole responsibility of the Tower Board with respect to the quality and the proper completion thereof, but the responsibility thereafter for maintenance and related obligations for such item or area shall remain with the Person who had that responsibility prior to such performance by the Tower Board.

13.3 Default by Tower Board; Performance by Tower Unit Owners, Sub-Board or the Tower Board. In the event that the Tower Board fails or neglects (other than to a *de minimis* extent) to perform any obligations (for which appropriate provision has been made in the then applicable Tower Budget or for which an expenditure is otherwise specifically approved by the Tower Board) with respect to the operation, maintenance, care, upkeep, Alteration or Repair of any part of the Building required to be operated, maintained, cared for, Altered or Repaired by the Tower Board under the Condominium Documents, any Tower Unit Owner, Sub-Board or the Tower Board adversely affected by such failure or neglect (in such case, a "Performing Party") may, but shall not be obligated to, perform or cause to be performed, all such obligations (in accordance with any applicable provisions of the Condominium Documents with respect to approvals, etc.), if the Tower Board shall fail: (i) within a period of time not less than thirty (30) days after notice is given to the Secretary of the Tower Section and to each Tower Board Member specifying the precise nature and scope of such obligation and default, making demand for performance and/or cure thereof and stating in bold print: "YOU ARE HEREBY NOTIFIED THAT THE TOWER BOARD HAS FAILED TO FULFILL ITS OBLIGATIONS WITH RESPECT TO THE OPERATION, MAINTENANCE, CARE, UPKEEP, ALTERATION OR REPAIR OF THE BUILDING AS SET FORTH IN DETAIL IN THIS NOTICE. THE TOWER BOARD'S FAILURE TO: (a) CURE THIS DEFAULT OR (AS APPLICABLE) TO COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH ARTICLE 13 OF THE TOWER BY-LAWS, OR (b) COMMENCE AN ARBITRATION DISPUTING THE DEFAULT HEREIN DESCRIBED, IN EACH CASE WITHIN \_\_ DAYS [to be specified by the Person giving notice but which shall not be less than thirty (30) days] AFTER YOUR RECEIPT OF THIS NOTICE, SHALL ENTITLE US TO PERFORM SUCH OBLIGATION IN THE NAME OF THE TOWER BOARD" (unless, notwithstanding the foregoing requirements, such alleged default constitutes an Emergency, in which case only such prior notice as is practicable under the

circumstances (which may, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), to either (x) cure (or if the default is of a nature such that it cannot reasonably be cured within the stated period (except in the case of an Emergency), commence to cure and thereafter proceed with diligence and continuity to complete such cure of) the alleged default or (y) dispute the existence of such alleged default and submit such dispute to Arbitration (and if the Tower Board does not comply with either clause (x) or clause (y) of this sentence, it shall not have any further right to commence an Arbitration disputing the alleged default). All reasonable sums expended and costs and expenses incurred by the Performing Party in connection with the making or performing of any such operation, maintenance, care, upkeep, Alteration or Repair (to the extent within the scope of nature and scope of the work described in the notices provided to the Tower Board as set forth above), together with interest thereon (at the Prime Rate for the first twenty days after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by the Tower Board to the Performing Party; and shall otherwise be allocated to the Tower Unit Owners, as a Tower Common Expense in the manner set forth in these Tower By-Laws. The Performing Party shall have a right of offset against sums due to the Tower Board with respect to amounts due from the Tower Board as described in the preceding sentence.

#### 13.4 Emergencies Caused by Tower Unit Owners or Board(s).

13.4.1 In the event that an Emergency exists as a result of: (i) the failure or neglect by a Tower Unit Owner (or its Occupants or Permittees) or a Board to perform any obligation with respect to the operation, maintenance, care, upkeep or Repair of its Tower Unit, Section or Tower Limited Common Elements (including a Tower Unit's Exclusive Terraces), as the case may be; (ii) a condition existing or an occurrence within a Tower Unit or a Common Element, as the case may be; or (iii) the violation by a Tower Unit Owner or a Board (or any Occupants or Permittees of a Tower Unit Owner or a Board) of any of the Declaration, these Tower By-Laws, the Tower By-Laws, any Sub-By-Laws or the Tower Rules and Regulations, if any, all the other Tower Unit Owners and the other Boards that are, or that have (or that have Occupants or Permittees that are or that have) Tower Units, Common Elements, property or operations that are threatened or affected by such Emergency, shall have the right, but not the obligation, to enter that portion of the Property in or from which, or as to which, such Emergency exists and to perform or cause to be performed any such operation, maintenance, care, upkeep or Repair or otherwise take any reasonable action under the circumstances to summarily abate and remove, at the expense of the defaulting Tower Unit Owner or Board, as the case may be, such Emergency, but in all events only to the extent reasonably and immediately necessary to do so (i.e., until the Emergency no longer exists), and the party effecting such performance shall not thereby be deemed guilty or liable in any manner of trespass, provided that such party gives the defaulting Tower Unit Owner or Board, as the case may be, such notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none), which notice, to the fullest extent possible, shall describe the Emergency and the actions the party intending to effect performance intends to take, is taking, or has taken to abate such Emergency and further provided that such actions were taken only to the extent reasonably and immediately necessary to cause the Emergency no longer to exist. The reasonable costs and expenses incurred in connection with the making of any such maintenance or Repair or the taking of any such action for which such applicable Tower Unit Owner or Board, as the case may be, is or would be otherwise responsible, together with interest thereon (at the Prime Rate for the first twenty days



after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by such Tower Unit Owner or Board, as the case may be, to the Person effecting such performance (the "Curing Person"). The Tower Board shall have a Tower Board's Lien (hereinafter described) in respect of amounts owed pursuant to the preceding sentence as if the same were payable to the Tower Board as part of the Tower Common Charges payable by such applicable Tower Unit Owner or Board, but such lien shall be held (and enforced) by the Tower Board for the benefit of the Curing Person.

13.4.2 Any operation, maintenance, Repair or other action taken to abate and remove any such Emergency in accordance with the terms of this Section 13.4 shall be the sole responsibility of the Person taking such action with respect to the quality and the proper completion thereof (and such Person shall be liable for any and all damage caused thereby or in the course thereof and shall indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each other Board and its managing agent(s), and MTA in its capacity as Declarant, harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with the same); except that the responsibility thereafter for maintenance and related obligations for the item or area Repaired shall remain with the Person who had that responsibility prior to the Emergency.

13.5 Cure of Monetary Events of Default. In the event that a Tower Monetary Event of Default shall occur, each Tower Unit Owner, the Tower Board and any Sub-Board (for purposes of this Section 13.5, collectively, the "Paying Party" or "Paying Person") shall have the right (upon a Majority Tower Member Vote of the Tower Board but otherwise without the consent of the defaulting Tower Unit Owner or Board and without notice except as otherwise provided in this Section 13.5), but not the obligation, to cure any such Monetary Event of Default by paying to the Tower Board the entire amount then due and unpaid to the Tower Board, provided that prior to making any such payment, the Paying Party shall give notice to the defaulting Tower Unit Owner or Board, each such defaulting Tower Unit Owner's Registered Mortgagee(s), the Secretary of the Tower Section, and each Tower Board Member of its intention to cure the defaulting Tower Unit Owner's or the defaulting Board's Tower Monetary Event(s) of Default if such Tower Monetary Event of Default is not cured by such Person within thirty (30) days following receipt by the defaulting Tower Unit Owner or Board of such notice from the Paying Person. Such notice shall identify and detail the amounts proposed to be paid by the Paying Person and shall state in bold: "YOUR FAILURE TO PAY THE AMOUNTS CURRENTLY DUE TO THE TOWER BOARD WITHIN THIRTY (30) DAYS FOLLOWING YOUR RECEIPT OF THIS NOTICE SHALL ENTITLE US, WITHOUT DECREASING ANY OF YOUR OBLIGATIONS IN RESPECT THEREOF, TO PAY SUCH AMOUNTS ON YOUR BEHALF AND TO COLLECT INTEREST FROM YOU IN ACCORDANCE WITH THE TERMS OF THE TOWER BY-LAWS." Any funds so advanced by the Paying Person, together with interest at the Default Rate from the date of payment to the date of repayment, shall be reimbursed by the defaulting Tower Unit Owner or Board to the Paying Person; and the Tower Board shall have a Tower Board's Lien (hereinafter described) in respect of any such amount as if the same were payable to the Tower Board as part of the Tower Common Charges payable by such defaulting Person, but such lien shall be held (and enforced) by the Tower Board for the

benefit of the Paying Person. The defaulting Tower Unit Owner or Board, as the case may be, shall not have the right to dispute the obligation for, or the amount of, any payments made by the Paying Person under this Section 13.5 unless it commences an Arbitration with respect thereto in accordance with the provisions of Article 15 hereof no later than the last day of the thirty (30) day period set forth in the notice described in the second sentence of this Section 13.5.

### 13.6 Remedies in the Event of a Tower Monetary Default.

13.6.1 The Tower Board shall take prompt action to collect any Tower Common Charges and Tower Special Assessments, which remain unpaid (by a Tower Common Charge Obligor) following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 13.

13.6.2 The Tower Board shall have a lien (the "Tower Board's Lien") for all unpaid Tower Common Charges, Tower Special Assessments, and other sums payable as if part of Tower Common Charges or amounts otherwise due to the Tower Board (together with interest thereon as provided in Section 13.6.4 hereof) from a delinquent Tower Unit Owner with respect to such Tower Units. Such lien(s) shall be superior to any mortgage liens of record encumbering such Tower Unit and any Tower Board's Lien on any Tower Unit and subordinate only to (x) the liens of the PILOT Mortgage, (y) the liens for PILOT Overage pursuant to Section 6.1.5 of the Condominium By-Laws, and (z) liens for real estate taxes and other assessments by taxing authorities on any such Tower Units. Without limiting any of the foregoing, the Tower Board may: (w) bring an action to foreclose the Tower Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Tower Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting Tower Common Charge Obligor of the applicable provisions of the Condominium Documents, including these Tower By-Laws, from which the Tower Monetary Event of Default arose; or (z) exercise any other remedy available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Tower Unit Owner's obligations, there shall be no further cause of action against such Tower Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Tower Unit.

13.6.3 The Tower Board shall not record any notice of any Tower Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Tower Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Tower Board from recording any Tower Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Tower Board was not entitled to record all or any portion of such Tower Board's Lien, the Tower Board shall, as

promptly as practicable following such determination and at the Tower Board's expense, cause its Tower Board's Lien (or portion thereof) to be released and discharged. The Tower Board's Lien shall be effective from and after the time of recording in the public records of New York County of a claim of lien stating the description of the Tower Unit, the name, if any, and the address of the Tower Unit, the liber and page of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 13.6.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Tower Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid Tower Common Charges may also be reduced to a personal money judgment against the Tower Unit Owner or may be foreclosed by suit brought in the name of the Tower Board or the Tower Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Tower Unit Owner shall be liable to the Tower Board for any deficiency with respect to a Tower Unit owned by such Tower Unit Owner and upon which the Tower Board has foreclosed its Tower Board's Lien. In the event of the foreclosure of such lien, the Tower Board shall have the power to bid on the Tower Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Tower Unit.

13.6.4 The Tower Board shall charge any delinquent Tower Common Charge Obligor: (i) a late charge of \$.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent Tower Common Charge Obligor; and (iii) if the Tower Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Tower Board or by any managing agent in any proceeding brought to collect such unpaid Tower Common Charges or in an action to foreclose a Tower Board's Lien with respect to such delinquent Person's Tower Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute Tower Common Charges payable by such Tower Common Charge Obligor (and the Tower Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid Tower Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

### 13.7 Grantee Liable for Unpaid Tower Common Charges; Statement of Defaults.

13.7.1 To the extent applicable, upon any voluntary conveyance of a Tower Unit (other than in connection with a deed-in-lieu to the Condominium Board, Tower Board or their respective designees), the grantee of such Tower Unit shall (subject to the proviso clause of the penultimate sentence of Section 13.6.3 hereof) be liable for all unpaid Tower Common Charges pertaining to such Tower Unit (which Tower Unit shall continue to be subject to any Tower Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following

conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

13.7.2 Any Tower Common Charge Obligor may request from the Tower Board for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid Tower Common Charges (or Tower Special Assessments or other charges or fees assessed by the Tower Board) pertaining to such Tower Common Charge Obligor; stating whether there exists any known default under the Condominium Documents, including these Tower By-Laws, by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments these Tower By-Laws, and stating whether these Tower By-Laws are in full force and effect; and the Tower Board shall provide such statement within ten (10) Business Days after request therefor. The Tower Board shall be entitled to charge the requesting Tower Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Tower Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Tower Unit Owner. From time to time, the Tower Board may request a statement from each Tower Common Charge Obligor, that, except as may be otherwise specified, the Tower Board is not in default under any of its obligations under these Tower By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 13.7 shall act as a waiver of any claim between the addressee and the Tower Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Tower Board to any liability for the negligent or inadvertent failure of the Tower Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to Tower Common Charges as provided for in the Condominium Documents, or to challenge acts committed by a Tower Unit Owner for which approval by or consent of the Tower Board was required but not sought or obtained.

13.8 Title of Tower Board on Foreclosure. Subject to Section 14.4 hereof, in the event of the Tower Board's purchase of any Tower Unit at a foreclosure sale, or in the event that any Tower Unit Owner shall convey its Tower Unit to the Tower Board in accordance with Section 339-X of the Real Property Law, title to such Tower Unit shall be held by the Tower Board or its designee on behalf of all Tower Unit Owners, and the Tower Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote the Tower Common Interest appurtenant to) such Tower Unit.

## ARTICLE 14

### SALES, LEASES AND MORTGAGES OF TOWER UNITS

14.1 Sales, Leases and Mortgages of Tower Units. Any Tower Unit Owner, with respect to its Tower Unit, may, without the prior consent of any Board, Declarant or any other

Tower Unit Owner, sell, assign or otherwise transfer, lease or encumber its Tower Unit (whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise), in accordance with and subject to the provisions of Article 14 of the Condominium By-Laws.

14.2 Registered Mortgagee Requirements; Rights of Registered Mortgagees. (a) The term "Registered Mortgage" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Tower Unit Owner: (i) which shall comply with the provisions of Article 14 of the Condominium By-Laws; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Tower Section, together with a certification by the indebted Tower Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. The term "Registered Mortgage" for purposes of these Tower By-Laws, shall also include the mortgages held by Tower Construction Lender and the PILOT Mortgages. In the event of any assignment of a Registered Mortgage or in the event of a change of address of a Registered Mortgagee or of an assignee of such Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Tower Section. The term "Registered Mortgagee" as used for purposes of these Tower By-Laws, shall mean the record holder of a Registered Mortgage from time to time (subject to the preceding sentence), including the Tower Construction Lender and the PILOT Mortgagee. The term "Mezzanine Pledge" as used herein shall mean a pledge of direct or indirect equity in a Tower Unit Owner, a true and correct copy of which has been delivered to the Secretary of the Tower Board, together with a certification by the indebted Tower Unit Owner or the mortgagor confirming that such copy is a true and correct copy of the pledge in question. The term "Mezzanine Lender" as used herein shall refer to the holder of a Mezzanine Pledge from time to time (subject to the preceding sentence). All Registered Mortgages and Mezzanine Pledges shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration and these Tower By-Laws (and the provisions thereof and hereof) and to the Tower Board's Lien(s); and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration and these Tower By-Laws.

(b) If a Tower Unit Owner or its Registered Mortgagee or its Mezzanine Lender shall have served on the Secretary of the Tower Section, as described in the preceding subparagraph, an RM Notice specifying the name and address of such Registered Mortgagee or Mezzanine Lender, such Registered Mortgagee and/or Mezzanine Lender shall be given a copy of each and every notice of the occurrence of a default or a Tower Event of Default (including, without limitation, all notices (including notices that the Tower Board or another Person intends to cure a Tower Event of Default) described in Sections 13.1, 13.2, 13.4 and 13.5 hereof) required or permitted to be given to such Registered Mortgagee's or Mezzanine Lender's mortgagor pursuant to the Declaration or these Tower By-Laws and each Final Tower Operating Statement at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Tower Unit Owner or Registered Mortgagee or Mezzanine Lender. After receipt of an RM Notice from a Tower Unit Owner or Registered Mortgagee or Mezzanine Lender, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Registered Mortgagee's or Mezzanine Lender's mortgagor under the Declaration or these Tower By-Laws by the Tower Board (or any other party entitled to give such notice) shall be effective as to such Registered Mortgagee and/or

Mezzanine Lender unless and until a copy thereof shall have been so given to the Registered Mortgagee(s) or Mezzanine Lender(s). If a Registered Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation award payable to a Tower Unit Owner pursuant to the provisions hereof shall, upon notice from a Registered Mortgagee of such mortgagor, be delivered instead to such Person's Registered Mortgagee but applied as provided in the applicable provisions hereof (including, without limitation, Section 12.9 hereof) and of the Declaration. For purposes of this Section 14.2(b), Tower Construction Lender, as administrative agent for the benefit of certain lenders, shall be deemed to have given an RM Notice with respect to each Construction Loan Mortgage specifying the same addresses that are set forth in the documents governing such Construction Loan Mortgage, and shall be Registered Mortgagee of the Tower Units for so long as any such Construction Loan Mortgage remains in effect, and PILOT Mortgagee shall be deemed to have given an RM Notice with respect to each PILOT Mortgage specifying the same addresses that are set forth in the documents governing such PILOT Mortgage, and shall be Registered Mortgagee of the Tower Units, provided that such status as a Registered Mortgagee shall not reduce the rights afforded to the PILOT Mortgagee hereunder, for so long as any such PILOT Mortgage remains in effect.

(c) If more than one Registered Mortgagee having a lien on any Tower Unit has exercised any of the rights afforded by this Section 14.2, only the Senior RM shall be recognized by the other Tower Unit Owner(s) and Boards as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Tower Board, such Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 14.2(c).

(d) Each Registered Mortgagee and Mezzanine Lender shall have the right, but not the obligation, to cure any Event of Default by such Registered Mortgagee's or Mezzanine Lender's mortgagor. The Tower Board, each Board and all Tower Unit Owners shall accept performance by a Registered Mortgagee (or its designee or nominee) or Mezzanine Lender of any covenant, condition or agreement on the part of a Tower Unit Owner to be performed hereunder with the same force and effect as though performed by such Registered Mortgagee's or Mezzanine Lender's mortgagor, even if such performance is after the applicable time period set forth in Section 14.2(e) hereof.

(e) Notwithstanding any other provision of the Declaration or these Tower By-Laws to the contrary, upon the occurrence of a Tower Event of Default by a Tower Unit Owner, no remedies contemplated under the Condominium Documents (other than (i) the remedies set forth in Section 13.4.1 hereof; (ii) giving a notice pursuant to the first sentence of Section 13.5 hereof; and (iii) unless clause (2) of this sentence applies and the applicable Tower Non-Monetary Event of Default is not a Tower Event of Default under Section 13.1.1(d) or Section 13.1.1(e) hereof, the remedies set forth in Section 13.2.1 hereof) shall be exercised by any Board or Tower Unit Owner with respect thereto if a Registered Mortgagee or Mezzanine Lender of such Tower Unit Owner shall (1) with respect to a Tower Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Tower Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Tower Monetary Event of Default, (2) with respect to any Tower Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable

Tower Unit, within thirty (30) days following its receipt of any notice to the effect that such Tower Non-Monetary Event of Default has occurred with respect to its mortgagor (a “Default Notice”), cure (or cause to be cured) such Tower Non-Monetary Event of Default, or (3) with respect to any Tower Non-Monetary Event of Default in respect of which ownership or control of the applicable Tower Unit is reasonably necessary to cure the Tower Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Tower Units, and then diligently and continuously pursue such cure until completion (which may include, without limitation, the commencement of an action to appoint a receiver or the commencement of an action to foreclose on the applicable Tower Unit).

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Tower Events of Default have occurred with respect to a Tower Unit Owner but such defaulting Person’s Registered Mortgagee is taking the actions described in Section 14.2(e) hereof (as and when provided therein) with respect to, and/or has cured, each such Tower Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and designate the Tower Board Member that such defaulting Tower Unit Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were the Designator thereof; (ii) the Registered Mortgagee shall be entitled to vote at all Tower Unit Owners Meetings the Tower Common Interest that the Tower Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the Tower Board shall rely (and be entitled to rely) on the votes of or actions taken by the Registered Mortgagee or the Tower Board Member designated by it in determining the appropriateness of any action to be taken. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Tower Section receives the written notice described in the last sentence of Section 2.9.5 hereof and the last sentence of Section 3.7.1 hereof. Payment or performance of any obligation of a Tower Unit Owner by a Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Tower Unit Owner’s Tower Unit) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform in the future.

(g) Without limiting any other express grant of rights to a Mezzanine Lender as set forth in the Condominium Documents, a Mezzanine Lender shall have the rights of a Registered Mortgagee with respect to the matters set forth in the penultimate sentence of Section 3.4; Section 5.1(c); the last sentence of Section 5.4; the last sentence of Section 13.6.2; the parenthetical in the first sentence of Section 13.6.3; and Section 13.7.2 of the Tower By-Laws, to the extent not inconsistent with the rights of any Registered Mortgagee with respect to the applicable Tower Unit.

14.3 No Severance of Ownership. No Tower Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Tower Unit without including therein its entire Tower Common Interest appurtenant to such Tower Unit. Any such mortgage or deed 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. Nothing in this Section 14.3 shall prohibit the lease of all or any portion of a Tower Unit without the simultaneous lease of its appurtenant Tower Common Interest.

14.4 Waiver of Right of Partition with Respect to Tower Units Acquired on Behalf of Tower Unit Owners as Tenants-in-Common; Waiver of Right of Surrender. (a) In the event that any Tower Unit Owner shall convey its Tower Unit to the Tower Board in accordance with Section 339-X of the Real Property Law, or any Tower Unit shall be acquired by the Tower Board or its designees (either at a foreclosure sale or otherwise) on behalf of all Tower Unit Owners as tenants-in-common, all such Tower Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Tower Unit as herein provided.

(b) Each Tower Unit Owner shall be deemed to have waived any and all right to surrender its Tower Unit (together with its Appurtenant Interests) to the Tower Board.

14.5 Net Leases of Tower Units by Declarant.

14.5.1 Declarant shall have the right to enter into one or more net lease(s) (each, a "Declarant Net Lease") of each Tower Unit owned by it with a third party, pursuant to which voting rights with respect to such Tower Unit are delegated to such third party to the extent set forth therein, without restriction, which Declarant Net Lease shall be subject, however, to the provisions of the Declaration and these Tower By-Laws. The term Declarant Net Lease shall include the Parcel A Lease, the Parcel B Lease or a Severed Subparcel Lease. The lessee under a Declarant Net Lease is herein called a "Declarant Net Lessee", and the lessor under a Declarant Net Lease is herein called a "Declarant Net Lessor".

14.5.2 Each Declarant Net Lessee shall provide the Tower Board and each Tower Unit Owner with its name and address and any changes thereto.

14.5.3 Each Declarant Net Lessee shall provide the Tower Board with a redacted copy of its Declarant Net Lease.

14.5.4 The Tower Board (and, if applicable, any Tower Unit Owner) shall (i) accept payment of any sum or performance of any act by a Declarant Net Lessee required to be paid or performed by Declarant or a Declarant Net Lessor, as the owner of a Tower Unit, pursuant to the provisions of the Condominium Documents, with the same force and effect as though paid or performed by Declarant or a Declarant Net Lessor, and (ii) deal with the Declarant Net Lessee in all respects as if it were the Tower Unit Owner of the applicable Tower Unit owned by Declarant or a Declarant Net Lessor, including, without limitation, the enforcement of all defaults and other remedies under the Declaration and these Tower By-Laws, without first having to exercise any remedies against Declarant or a Declarant Net Lessor.

14.5.5 Each Declarant Net Lessee shall (to the exclusion of Declarant or a Declarant Net Lessor) have all of the rights and obligations of the Tower Unit Owner of the applicable Tower Unit under the Declaration and these Tower By-Laws, including, without limitation, the rights under Articles 14 and 16 of the Declaration and the rights to designate Tower Board Members as set forth in Section 2.2.11 hereof and to call for and vote at meetings



of Tower Unit Owners as set forth in Section 3.7.7 hereof, subject, however, to the provisions of the next to last sentence of Section 2.2.11 and last sentence of Section 3.7.7 hereof, respectively.

14.5.6 The Tower Board and each Tower Unit Owner shall give to each Declarant Net Lessee and (so long as a Declarant Net Lease is in effect) to Declarant or a Declarant Net Lessor copies of all notices given to Tower Unit Owners or the Tower Board, as the case may be, pursuant to the provisions of the Declaration and these Tower By-Laws.

14.5.7 Wherever the Condominium Documents would grant the Tower Board a Tower Board's Lien or other lien on account of the failure by a Declarant Net Lessee to pay any Tower Common Charges, Tower Special Assessments, or other amounts that such Declarant Net Lessee is obligated to pay the Tower Board hereunder or another Tower Unit Owner under the terms of the Condominium Documents (including without limitation Section 2.2.11 hereof) or such Declarant Net Lease, such Tower Board's Lien or other lien shall encumber Declarant Net Lessee's leasehold interest under the applicable Declarant Net Lease (and be superior to the interest of any leasehold mortgagee of any such Declarant Net Lease) and the Tower Board may exercise its remedies under Section 13.6.2 hereof with respect to such leasehold interest.

14.5.8 The provisions of this Section 14.5, the second sentence of Section 2.1.3 and Section 3.7.7 hereof may not (so long as a Declarant Net Lease is in effect) be amended without the consent of Declarant or the Declarant Net Lessor.

14.6 Net Leases of Tower Units by Tower Unit Owners. The rights and obligations of the Boards and Unit Owners with respect to the Net Lease of a Tower Unit are set forth in Section 25.3 of the Declaration and Section 14.6 of the Condominium By-Laws.

## ARTICLE 15

### ARBITRATION

#### 15.1 General Procedure; Time Period for Commencement of Arbitrations.

15.1.1 Except as may otherwise be expressly provided in the Condominium Documents, any dispute, controversy or claim between or among any one or more of the Tower Board, Sub-Boards (if any) and Tower Unit Owners arising out of or concerning the Condominium Documents or any other matter which the Condominium Documents provide shall be settled in "Arbitration" (each, for purposes of this Article, a "Tower Dispute"), 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 15 and the then applicable expedited commercial arbitration rules of the American Arbitration Association (the "AAA"), provided that if and to the extent that the terms of this Article 15 differ from or conflict with the then applicable expedited commercial arbitration rules, the arbitration shall be governed in accordance with and pursuant to the terms and provisions of this Article 15 (each such proceeding, an "Arbitration"). Nothing in this Article or elsewhere in the Condominium Documents shall (unless otherwise expressly provided) require Arbitration of any dispute between: (a) any Boards or Tower Unit Owners on the one hand; and (b) any third-parties (including, without limitation, mortgagees, Occupants, insurers and managing agents) on the

other. Nothing contained in this Article 15 shall be deemed to limit any Person's right to conduct an Arbitration under the Condominium Documents. In accordance with Section 25.3 of the Declaration, as used in this Section 15.1 of the Tower By-Laws "Tower Unit Owner" refers to either the Tower Unit Owner or its Net Lessee.

15.1.2 The intent of this Article 15 is to simplify and expedite the resolution of any Dispute; and accordingly, all such Tower Disputes, to the fullest extent possible, shall be determined in accordance with the expedited, modified "baseball"-type arbitration provisions set forth in Section 15.3.1 hereof. However, with due recognition that not all such Disputes are amenable to complete resolution utilizing such arbitration procedures, other and further arbitration procedures are set forth in Section 15.3.2 hereof to resolve Tower Disputes requiring the same for complete resolution. In all events, however, every Arbitration shall be conducted in as expedited a manner as is practicable under the circumstances and each party thereto shall cooperate in good faith toward such end.

15.1.3 Supplementing the first sentence of Section 15.1.1 hereof, and subject to clause (2) of Section 15.9 hereof and except as may otherwise be expressly provided in these Tower By-Laws (including Sections 11.2.2 and 13.1.5 hereof), any dispute with respect to whether any Board or Tower Unit Owner shall be entitled to make any determination (including, without limitation, with respect to whether a matter constitutes a Major Decision or whether the consent or approval of a Tower Unit Owner or Board is required for an action or determination,) shall be settled by Arbitration; provided, however, that except as may otherwise be expressly provided in these Tower By-Laws and the Declaration, no such dispute shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Tower Board or the other party/ies asserting the right to make such determination within sixty (60) days after receipt of (in the case of the Tower Board, actual written) notice of such determination (or assertion of the right to make the same) by the Tower Board or other party/ies.

## 15.2 Request for Arbitration; Selection of Arbitrator.

15.2.1 The Requesting Party shall give an Arbitration Notice to the other party/ies to the Dispute (*i.e.*, to the other Tower Unit Owner(s) involved in the Dispute, if any, and/or to the Tower Board and/or the Tower Board and/or any Sub-Boards, as applicable; each, a "Disputing Party"; together with the Requesting Party, the "Disputing Parties") with a copy to the Tower Board, each Tower Unit Owner and each Board, which Arbitration Notice shall: (a) request that the Tower Dispute be submitted to Arbitration; (b) set forth with particularity the nature of the Tower Dispute sought to be arbitrated; (c) identify, in the reasonable judgment of the Requesting Party, whether the Tower Dispute is a Simple Dispute (as defined below) or a Complex Dispute (as defined below); (d) describe the nature of the outcome sought (e.g., a determination that an adjoining Tower Unit is not being maintained in accordance with Project Standards); (e) identify any Person(s) reasonably likely to be affected by the outcome (whether or not such other Person(s) is/are Disputing Party/ies); and (f) state that the Requesting Party desires to meet within ten (10) days after the giving of the Arbitration Notice with the other Disputing Party/ies to attempt to agree on a single Arbitrator to resolve the Dispute described in the Arbitration Notice. Any Person who or which, within such ten (10) day period, gives notice to each of the Disputing Parties, with a copy to the Tower Board, each Tower Unit Owner, the Tower Board and any Sub-Board, that it is intervening in the Arbitration, shall have the right to

so intervene and shall thereafter be deemed to be an additional “Disputing Party”. The Disputing Parties shall also attempt to agree on whether the Tower Dispute is a Simple Dispute or a Complex Dispute. Absent agreement, unless the Arbitrator decides otherwise, the Tower Dispute shall be deemed a Simple Dispute. If the Disputing Parties have not resolved the Tower Dispute or agreed on a single Arbitrator within fifteen (15) days after the initial giving of the Arbitration Notice, then any Disputing Party (including the Requesting Party) may apply to the New York City office of the AAA, or, if the AAA shall not then exist or shall fail, refuse or be unable to act such that the Arbitrator is not appointed by the AAA within thirty (30) days after application therefor, then any Disputing Party (including the Requesting Party) may apply to the presiding judge of the highest court of appellate jurisdiction located in the County of New York (the “Court”) for the appointment of the Arbitrator and none of the Disputing Parties shall raise any question as to such Court’s full power and jurisdiction to entertain the application and make the appointment. If any Arbitrator appointed hereunder shall be unwilling or unable, for any reason, to serve, or continue to serve, a replacement shall be appointed in the same manner as the original Arbitrator. The giving of an Arbitration Notice shall be deemed to be the commencement of the Arbitration by the Disputing Party for purposes of the provisions hereof and of the Declaration that require that an Arbitration be commenced by a specified date.

15.2.2 Each Arbitrator shall be disinterested and impartial, shall not be affiliated with any Disputing Party nor otherwise engaged by any Disputing Party or any Affiliate of any Disputing Party, and shall have at least ten (10) years’ experience with the matter which is the subject of the Arbitration.

15.2.3 Before hearing any testimony or receiving any evidence, the Arbitrator shall agree to hear and decide the controversy faithfully and fairly and a written copy of such agreement shall be delivered to each Disputing Party.

15.2.4 As used in this Article 15:

(a) A “Simple Dispute” means for purposes of these Tower By-Laws: (i) a Tower Dispute between two Disputing Parties where the outcome will affect only such two Disputing Parties (e.g., where a Tower Unit Owner claims to have a right of approval with respect to an Alteration proposed by another Tower Unit Owner); or (ii) a Tower Dispute involving more than two Disputing Parties where the outcome with respect to any two of the Disputing Parties may be determined without effect on the outcome with respect to other Disputing Parties (e.g., where more than one Tower Unit Owner claims to have a right of approval with respect to an Alteration proposed by another Tower Unit Owner; each claim of such right may be determined without risk of inconsistency with any determination regarding any other Person asserting the same right).

(b) A “Complex Dispute” means a Tower Dispute between two or more Disputing Parties, where the outcome will directly or indirectly affect other Persons (e.g., a Dispute with respect to allocation of a certain Common Tower Expense; a reduction in the assessment therefor against one Tower Common Charge Obligor will increase the allocation of all other Tower Common Charge Obligors).

15.3 Conduct of Arbitration Proceeding.

15.3.1 Simple Arbitrations. Arbitration of a Simple Dispute shall be conducted in accordance with the then applicable expedited commercial arbitration rules of the New York City office of the AAA, modified as follows:

(a) Within fifteen (15) days after the Appointment Date, each Disputing Party shall deliver to the Arbitrator two (2) copies of its written proposed determination with respect to the matter being arbitrated (a "Simple Determination") together with any evidence, documentation, or other materials supporting the same. After the submission of such Simple Determination, the submitting Person may not make any additions to or deletions from, or otherwise change, such Simple Determination. If any Disputing Party fails to deliver its Simple Determination within such time period, and within five (5) days following notice by the Arbitrator stating that failure to deliver a Simple Determination within such five-day period shall preclude the submission of same, time being of the essence with respect thereto, such Disputing Party shall be deemed to have irrevocably waived its right to deliver a Simple Determination. If as a result of such deemed waiver, only one Simple Determination has then been submitted, the Arbitrator, without holding a hearing, shall accept the Simple Determination submitted. If no Disputing Party shall have timely delivered a Simple Determination, then the Arbitration shall be deemed terminated. If, after any deemed waiver(s) for failure to deliver a Simple Determination, more than one Disputing Party has timely submitted a Simple Determination, then the Arbitrator shall, within three (3) days after its receipt of the Simple Determination(s), deliver a copy of each Simple Determination (together with the materials submitted in support thereof) to the other Disputing Party/ies except as otherwise provided in Section 15.3.1(b) hereof.

(b) Within five (5) days after the Arbitrator receives all of the submitted Simple Determinations (the "Submission Date"), the Arbitrator shall review the same and determine whether the Tower Dispute is, in fact, a Simple Dispute or should be arbitrated as a Complex Dispute. If the Arbitrator determines that the Tower Dispute is a Simple Dispute, the succeeding provisions of this Section 15.3.1 shall apply. If the Arbitrator determines that the Tower Dispute is a Complex Dispute, the Arbitrator shall send a notice of such determination to each Disputing Party; and the Arbitrator may also advise the Disputing Parties that the Determinations previously submitted will not be delivered to the other Disputing Parties and/or must be amended (with respect to matters of form or subject matter) so that a complete resolution of the Complex Dispute may be achieved. The Arbitrator's determination regarding the type of Dispute shall be binding on each Disputing Party. Unless all Disputing Parties in any particular Tower Dispute otherwise agree, there shall be only one Arbitrator. Any Simple Dispute converted to a Complex Dispute in accordance with this Section shall be determined in accordance with the procedures set forth in Section 15.3.2 hereof and the provisions of Sections 15.3.1(d) and (e) hereof shall not apply.

(c) Not more than fifteen (15) days after the Submission Date, and upon not less than seven (7) days' notice to the Disputing Parties, the Arbitrator shall hold one or more hearings with respect to the Simple Dispute. The hearings shall be held in the City of New York, at such location and time as shall be specified by the Arbitrator. Each of the Disputing Parties shall be entitled to present evidence and to cross-examine witnesses at the hearings subject to any limitations thereon deemed appropriate by the Arbitrator. Such limitations may include, among other things, precluding the presentation of any evidence not submitted by the proffering Disputing Party together with its Simple Determination. The Arbitrator shall have the

authority to adjourn any hearing to such later date as the Arbitrator shall specify, provided that in all events all evidence shall be submitted and all hearings shall be concluded not later than thirty (30) days after the Submission Date.

(d) The Arbitrator shall be instructed, and shall be empowered only, to select the Simple Determination(s) which the Arbitrator believes is/are the more (or most, as the case may be) accurate determination of the matter which is the subject of the Arbitration. Without limiting the generality of the foregoing, in rendering his or her decision, the Arbitrator shall not add to, subtract from or otherwise modify the provisions of the Condominium Documents or any of the Simple Determinations.

(e) The Arbitrator may grant injunctive or other relief.

15.3.2 Complex Disputes. Arbitration of a Complex Dispute shall be conducted in accordance with the then applicable expedited commercial arbitration rules of the New York City office of the AAA, modified as follows:

(a) The Arbitration shall commence within thirty (30) days after the Appointment Date (the "Commencement Date").

(b) The last Arbitration hearing shall be held within twenty-five (25) days after the first Arbitration hearing.

(c) Not more than fifteen (15) days after the Commencement Date, and upon not less than seven (7) days' notice to the Disputing Parties, the Arbitrator shall hold one or more hearings with respect to the Complex Dispute. The hearings shall be held in the City of New York, at such location and time as shall be specified by the Arbitrator. Each of the Disputing Parties shall be entitled to present evidence and to cross-examine witnesses at the hearings subject to any limitations thereon deemed appropriate by the Arbitrator. The Arbitrator shall have the authority to adjourn any hearing to such later date as the Arbitrator shall specify, provided that in all events all evidence shall be submitted and all hearings shall be concluded not later than thirty (30) days after the Commencement Date.

(d) The Arbitrator may grant injunctive or other relief.

15.3.3 Rendering the Arbitration Determination(s).

(a) The Arbitrator shall render his/her selection of Simple Determination(s), in the case of a Simple Dispute, within seven (7) days; and shall render its determination, in the case of a Complex Dispute, within twenty (20) days, in each case after the conclusion of the hearing(s) required by Section 15.3.1 or 15.3.2 hereof, as applicable. The same shall be rendered in a signed and acknowledged written instrument, original counterparts of which shall be sent simultaneously to all of the Disputing Parties.

(b) The Arbitration decision, determined as provided in this Section 15.3, shall be conclusive and binding on the Disputing Parties and any other Party who or which received the notices provided for in this Article; shall constitute an "award" by the Arbitrator

within the meaning of the AAA rules and applicable Laws; and judgment may be entered thereon in any court of competent jurisdiction.

15.4 Fees and Costs. Except as may otherwise be provided in the Condominium Documents in any particular instance:

(a) Each Disputing Party shall bear the fees and expenses of its counsel, consultants, other professionals and expert witnesses in connection with any Arbitration; however, all such costs and expenses paid or incurred by the Tower Board in connection with any Arbitration shall constitute a Tower Common Expense (or as otherwise provided in this Article or in the Condominium Documents).

(b) In any Simple Dispute, the fees, costs and expenses of the Arbitrator shall be borne (equally, as applicable) by the Disputing Party/ies in the Arbitration whose Simple Determination(s) was/were not accepted.

(c) In any Complex Dispute, as part of the Arbitrator's award, the Arbitrator shall make a fair allocation between the Disputing Parties, or to any one Disputing Party, of the Arbitrator's fees and the expenses of the Arbitration, taking into account the merits of each Disputing Party's claims and defenses, and if the Arbitrator determines that any Disputing Party's claims or defenses were without merit, the Arbitrator may direct the Disputing Party making such meritless claims or defenses to pay such amount as damages to the other Disputing Party/ies as the Arbitrator may determine.

15.5 Limitation on Power of Arbitrators. The Arbitrator 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 Condominium Documents or Rules and Regulations (except to the extent the issue of whether any of the Rules and Regulations are inconsistent with any of the provisions of the Condominium Documents is the subject of the applicable Arbitration), and his/her powers and jurisdiction are hereby limited accordingly. In no event shall any Board or Tower Unit Owner seek (or shall the Arbitrator award) punitive, special or exemplary damages or, as against the Tower Board, consequential damages, and the power of the Arbitrator shall be so limited.

15.6 Agreement by Parties.

15.6.1 By unanimous agreement of all parties to a dispute required or permitted to be submitted to Arbitration, such parties may vary the provisions of this Article 15 or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

15.6.2 This Article shall constitute a written agreement pursuant to any applicable statute to submit any Dispute to Arbitration.

15.7 No Evidentiary or Preclusive Effect. Except as between or among the Disputing Parties (or any other Person bound by any determination as herein provided), or otherwise in connection with the enforcement of the matters covered by the determination therein, no

determination or other finding in an Arbitration may be used as *res judicata* against any Disputing Party (or other Person) in connection with any claim, suit or cause of action brought by any third party.

15.8 Binding Effect. With respect to all matters required by the Condominium Documents to be resolved in Arbitration, as more particularly set forth in Section 15.1.1 hereof, each Person bound by the terms of the Condominium Documents shall be deemed to have waived any and all rights such Person may at any time have to revoke their consent under the Condominium Documents to submit to Arbitration and to abide by the decision rendered therein, and agrees that a judgment or order may be entered in any court of competent jurisdiction based on an Arbitration award.

15.9 Exclusions from Arbitration. Notwithstanding any provision of the Condominium Documents to the contrary, the following disputes or matters shall not be subject to Arbitration:

- (1) any dispute regarding any indemnity claim for property damage and/or personal injury;
- (2) where an approval or consent by a Tower Board Member, Tower Unit Owner or Board is (pursuant to Section 19.1.2 hereof or otherwise) provided to be within any such Person's "sole discretion" (or words of like import), any dispute relating to whether such approval or consent was properly given or withheld; provided, however, that disputes regarding whether a Tower Board Member, Tower Unit Owner or Board has any right to approve of or consent to matter, and/or whether such matter is one which such Person has the right to determine in its sole discretion, shall be subject to Arbitration; and
- (3) any other matter expressly identified in the Condominium Documents as being "non-arbitrable" or not subject to arbitration (or words of like import).

## ARTICLE 16

### TOWER RULES AND REGULATIONS

Without limiting clauses (13) and (14) of Section 2.2.2 hereof, all Tower Rules and Regulations adopted from time to time by the Tower Board shall be non-discriminatory and uniformly applied against the Tower Unit Owners and the Subdivided Tower Unit Groups. None of the Tower Rules and Regulations shall be in conflict with the Condominium Documents. Each Tower Unit Owner may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of its Tower Unit. Notice and a copy of any newly adopted Tower Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Tower Board to each Tower Unit Owner not less than thirty (30) days prior to the effective date thereof.

## ARTICLE 17

### AMENDMENTS TO DECLARATION AND/OR TOWER BY-LAWS; MAJOR DECISIONS

17.1 General Provisions Regarding Amendment. Subject to the provisions contained herein and in the Declaration with respect to amendments solely for the purpose of, and to the extent required for, effecting the subdivision and/or combination of Tower Units:

17.1.1 Tower Board Vote. The Tower Board may, by a Tower Common Interest Vote of 95% (subject to the provisions of Section 17.1.2), amend, modify, add or delete any provision of Tower By-Laws; provided, however, that:

(a) no Board Member (to the extent otherwise entitled to vote) shall be entitled to vote in favor of any such amendment, modification, addition or deletion (in each case, an "Amendment") to the Tower By-Laws unless the Designator of such Tower Board Member shall have obtained the consent of its Registered Mortgagees, if any, and such consent (except for those deemed given, as hereinafter described) shall be in writing;

(b) unless required by Law, no Amendment to the Declaration and/or Tower By-Laws including the exhibits thereto shall be made which shall affect to more than to a *de minimis* extent a Tower Unit Owner, or any Sub-Board (or one or more Tower Units within such Section) unless the affected Tower Unit Owner or the applicable Board shall consent thereto;

(c) No amendment to the Tower Allocation Schedule shall be made which affects the allocation or method of allocation with respect to a certain Tower Unit Owner's Tower Unit without the affected Tower Unit Owner's consent thereto; and

(d) No amendment of or to this Section 17.1.1 shall be made without the prior affirmative consent of each Tower Unit Owner.

17.1.2 Without limiting the provisions of Section 17.1.1 hereof, the following actions require in each instance, before any of the following actions may be taken, as to the Amendments referred to in clauses (a)-(c) below, a Unanimous Tower Common Interest Vote:

(a) Amendments to the Tower Board quorum requirements as provided in Section 2.9 hereof;

(b) Amendments to any provisions specifying (1) the voting interests (including Tower Common Interest or Tower Budget Interests) of Tower Board Members as provided in these Tower By-Laws, including, without limitation, Section 2.9 hereof, (2) votes cast by Tower Unit Owners or (3) the Tower Common Interest or Tower Budget Interest required to prevail in any election, determination, vote or decision-making (*provided that* if any such provision requires a vote in excess of the vote, Tower Common Interest or Tower Budget Interest specified in the first paragraph of this Section 17.1.2, any Amendment to such provision shall require such higher vote, Tower Common Interest or Tower Budget Interest); and



(c) Amendments to the notice requirements with respect to annual and special meetings of the Tower Unit Owners as provided herein (including, without limitation, the provisions of Sections 3.1-3.4 hereof) and meetings of the Tower Board as provided herein (including, without limitation, the provisions of Section 2.6 hereof).

Any dispute over whether any proposed action is permitted by this Section 17.1.2 shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof. The actions, modifications and amendments described in this Section 17.1.2 and Section 17.1.3 hereof are collectively referred to as "Major Decisions." No Amendment of or to Section 17.1.2(a) – (c) shall be made without a Unanimous Tower Common Interest Vote.

17.1.3 Without limiting the provisions of Section 17.1.1 or 17.1.5 hereof, none of the following actions shall be taken without the concurrence of the Tower Board Member designated by the Tower Unit Owner of the affected Tower Unit (or the Declarant Net Lessee of a Declarant Net Lease of such Tower Unit), provided such Tower Board Member has been appointed by a Tower Unit Owner in Good Standing:

(a) Amendments to the Tower By-Laws governing the rights of the Tower Unit Owner to lease, sell, transfer, convey, pledge, mortgage or otherwise transfer or encumber its Tower Unit, including, without limitation, as set forth in Article 14 hereof; and

(b) Amendments to the Tower By-Laws that would have more than a *de minimis* adverse effect upon the use or occupancy (in accordance with the applicable standards set forth in the Condominium Documents) of such Tower Unit.

Any dispute over whether any proposed action is permitted by this Section 17.1.3 shall be resolved by Arbitration in accordance with the provisions of Article 15 hereof. No Amendment of or to this Section 17.1.3 shall be made without the prior affirmative consent of each Tower Unit Owner.

17.1.4 [Intentionally Omitted.]

17.1.5 (a) Review and Approval by Tower Unit Owners and the Boards. The Tower Board shall submit a draft of any proposed Amendment to the Tower By-Laws to each Tower Unit Owner and any Sub-Board. With respect to any proposed Amendment to the Tower By-Laws which affects to more than a *de minimis* extent a Tower Unit Owner, a Sub-Board (with respect to such Sub-Board or one or more Tower Unit Owners subject to such Sub-Board), or the Condominium Board, such affected Tower Unit Owner, Sub-Board, or the Condominium Board, as the case may be, shall (subject to the provisions of Section 17.1.6 hereof) have the right to approve or disapprove such amendment prior to its adoption by the Tower Board. With respect to any proposed Amendment to the Tower By-Laws which does not affect to more than a *de minimis* extent a Tower Unit Owner or a Sub-Board (with respect to such Sub-Board or one or more Tower Unit Owners within such Sub-Board's Section), each such non-affected Person shall also (subject to the provisions of Section 17.1.6 hereof) have the right to approve or disapprove such Amendment, however, such approval may not be unreasonably withheld, conditioned or delayed. Any approval or disapproval of a proposed Amendment to the Tower By-Laws shall be given by each Person entitled to give the same within fifteen (15) Business Days of such

Person's receipt of a written request therefor, and each such Person's failure to timely respond to any such request (*i.e.*, within such fifteen (15) Business Day period) shall constitute (and be deemed to constitute) such Person's approval of the proposed Amendment. Notwithstanding the foregoing, the approval of any Tower Unit Owner or a Sub-Board shall not be required at any time that an Event of Default exists and is continuing with respect to such Person (although, any otherwise required approval of such Person's Registered Mortgagees, if any, shall continue to be required).

(b) Tower By-Laws. Notwithstanding any provision to the contrary herein, at least fifteen (15) days prior to adopting any proposed Amendment (or any Amendment approved by its Tower Unit Owners, subject to any required consents and approvals) to these Tower By-Laws, the Tower Board shall submit a copy of the proposed Amendment to each Unit Owner and all other Boards.

17.1.6 Review and Approval by Mortgagees. Each Tower Unit Owner and Tower Board shall submit a draft of any proposed Amendment to the Declaration and/or Tower By-Laws to its Registered Mortgagee, if any, and each such Registered Mortgagee whose mortgage grants it such right shall have the right to approve or disapprove such amendment prior to the Tower Board Member designated by its mortgagor (in the case of a Tower Unit Owner) or its Board, as the case may be, being entitled to vote for the adoption of such Amendment by the Tower Board (and provided that any such approval may not be unreasonably withheld, delayed or conditioned if the third sentence of Section 17.1.5(a) hereof applies). Any approval or disapproval of a proposed Amendment to the Declaration and/or Tower By-Laws shall be given by each Registered Mortgagee entitled to give the same within fifteen (15) Business Days after such Registered Mortgagee's receipt of a written request therefor, and if a Registered Mortgagee does not respond within fifteen (15) Business Days of such request, the applicable Board shall provide a second notice which shall provide such Registered Mortgagee with an additional five (5) Business Days' notice to respond to such request, and each Registered Mortgagee's failure to timely respond to any such second request (*i.e.*, within such additional five (5) Business Day period) shall constitute (and be deemed to constitute) such Registered Mortgagee's approval of the proposed Amendment. The approval of a Registered Mortgagee, as the case may be, shall (if required pursuant to the foregoing provisions of this Section 17.1.6) continue to be required notwithstanding that an Event of Default exists and is continuing with respect to such mortgagee's mortgagor or such representative's Board, as the case may be.

17.2 Recording of Amendments. No Amendment to the Tower By-Laws or Sub-By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

17.3 Execution and Delivery of Amendments. Any Amendment to the Sub-By-Laws or Tower By-Laws may be executed: (i) if on behalf of the applicable Board, by the President or Vice President and the Secretary or an Assistant Secretary of such Board; and (ii) if on behalf of a Tower Unit Owner, by any general partner, managing member, officer or other authorized person of such owner. If the Amendment requires the approval of certain Tower Unit Owners and/or Boards, or such of those Persons which in the aggregate represent a specified Tower Common Interest pursuant to the terms of the Tower By-Laws, then there shall be attached to such Amendment an original executed certification of a Secretary or Assistant Secretary of the

Tower Board, certifying that such Tower Unit Owners and Boards approved the Amendment in writing in accordance with the terms in these Tower By-Laws. In such certification shall be described the identity, number and/or Tower Common Interest of the Persons so consenting and (if voted upon) the date(s) and time(s) of the votes.

## ARTICLE 18

[INTENTIONALLY OMITTED]

## ARTICLE 19

### MISCELLANEOUS

#### 19.1 Approvals and Consents.

19.1.1 Wherever the consent or approval of Declarant is required under these Tower By-Laws, such consent or approval shall not be required when Declarant (either directly or through its Affiliates) no longer owns any Tower Units or has otherwise expressly assigned or delegated all such rights pursuant to Declarant Net Leases or otherwise.

19.1.2 Any approval or consent of a Board, Declarant, any Tower Unit Owner (or Declarant Net Lessee) or Tower Board Member required under these Tower By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these Tower By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board, Declarant, Tower Unit Owner (or the Declarant Net Lessee of such Tower Unit) or Tower Board Member is required under these Tower By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

19.1.3 Notwithstanding that the consent and/or approval of any Board, Declarant, Tower Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the managing agent for any of the foregoing Persons.

19.1.4 Notwithstanding any other provision of the Declaration and these Tower By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Tower Unit Owners, all Tower Common Charge Obligors and the Tower Board, as the case may be, simply by virtue of their status as Tower Unit Owners, Tower Common Charge Obligors or Board, as the case may be.

19.2 Waiver. No provision contained in the Declaration, these Tower By-Laws or the Tower Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

19.3 Captions. The index hereof and 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 Tower By-Laws or the intent of any provision hereof.

19.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Tower By-Laws and/or Sub-By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Condominium By-Laws and those of the Tower By-Laws and/or Sub-By-Laws, the terms of the Condominium By-Laws shall in all events govern; (iii) the terms of the Tower By-Laws and those of the Sub-By-Laws, the terms of these Tower By-Laws shall in all events govern; and (iv) the terms of any General Rules and Regulations and those of either or both of Sub-Rules and Regulations or the Tower Rules and Regulations, the terms of any General Rules and Regulations shall in all events govern.

19.5 Certain References.

19.5.1 A reference in these Tower By-Laws 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.

19.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Tower By-Laws refer to these entire Tower By-Laws and not to the particular provision in which the terms are used.

19.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Tower By-Laws.

19.6 Severability. Subject to the provisions of the Declaration, if any provision of these Tower By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these Tower By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these Tower By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

19.7 CPI Increases. All specific dollar amounts set forth in these Tower By-Laws shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "CPI Increase Factor" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Tower Board (such index or substitute, the "Consumer Price Index").

19.8 Covenant of Further Assurances.

19.8.1 Any party which is subject to the terms of these Tower By-Laws, whether such party is a Tower Unit Owner, a lessee or sublessee of a Tower Unit Owner (including

Declarant Net Lessees), an Occupant of a Tower Unit, a member or an officer of any Board, a Registered Mortgagee, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these Tower By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents and these Tower By-Laws).

19.8.2 If any Tower Unit Owner or any other party which is subject to the terms of these Tower By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Tower Unit Owner or other party is required to perform pursuant to one or more specific provision of these Tower By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: **“THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE TOWER BOARD TO DO SO ON YOUR BEHALF”**, then the Tower Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Tower Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Tower Unit Owner or other party, and such instrument or action shall be binding on such Tower Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 19.8.2.

19.9 Estoppel Certificates. Within twenty (20) days after request therefor by any Registered Mortgagee (or prospective Registered Mortgagee), prospective purchaser of a Tower Unit or Permittee, the Tower Board and the Sub-Boards shall provide to the requesting Person a certificate as to the date to which Tower Common Charges and Tower Special Assessments (and any other charges or assessments) have been paid hereunder, the amount of any deficiency in Tower Common Charges and Tower Special Assessments (and any other charges or assessments) payable by the applicable Tower Unit Owner, the dates of the Condominium Declaration and any amendments thereto, and as to whether to the best knowledge of certifying Person, whether the applicable Tower Unit Owner is then in default with respect to the performance of its obligations under the Condominium Documents and other matters reasonably and customarily included in such certificates, at the reasonable expense of the requesting party.

19.10 [Intentionally Omitted].

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EXHIBIT 1	–	ADDITIONAL DEFINITIONS
EXHIBIT 2	–	TOWER ALLOCATION SCHEDULE

## **EXHIBIT 1 TO TOWER BY-LAWS**

### **ADDITIONAL DEFINITIONS**

**Designator**: means, with respect to any individual Tower Board Member, the Tower Unit Owner (or subject to Sections 25.2 and 25.3 of the Declaration and Section 14.5 and 14.6 of the Condominium By-Laws, the Declarant Net Lessee or Net Lessee, as the case may be) (or, subject to the terms of Article 9 of the Tower By-Laws, each of those Tower Unit Owners and/or Boards which together (whether or not as part of a Board) are) entitled to designate such Tower Board Member to the Tower Board.

**Designator in Good Standing**: means, as of any given date, a Designator (including, as applicable, (x) each Tower Unit Owner (or subject to Sections 25.2 and 25.3 of the Declaration and Section 14.5 and 14.6 of the Condominium By-Laws, the Declarant Net Lessee or Net Lessee, as the case may be) which together with one or more other Tower Unit Owner(s) constitutes or is deemed to constitute a single Designator and (y) each Tower Unit Owner or Board that is part of the applicable Sub-Group if a Designator is a Board) with respect to whom or which, and subject to Section 13.1.2 of the Tower By-Laws, no Event of Default then exists and is continuing.

**Majority of Tower Board Members**: means Tower Board Members whose Designators have or represent more than 50% in Tower Common Interests in the aggregate.

**Majority Tower Budget Interest Vote**: means a Tower Budget Interest Vote of more than 50% by the Tower Board.

**Majority Tower Member Vote**: means a Tower Common Interest Vote of more than 50% by the Tower Board.

**Majority Tower Unit Owner Vote**: means the affirmative vote of those Tower Unit Owners (including at least two (2) Tower Unit Owners that are not Affiliates of each other) having more than 50% of the total votes of all Tower Unit Owners (determined in accordance with the provisions of Section 3.7 of the Tower By-Laws), who are present in person or by proxy, authorized to vote (i.e., excluding, without limitation, Tower Unit Owners who are not Tower Unit Owners in Good Standing) and voting at a duly constituted meeting at which a quorum is present or is not required. For the avoidance of doubt, for purposes of determining whether Tower Unit Owners are Affiliates, the Declarant Net Lessee or, subject to Sections 25.3 of the Declaration and 14.6 of the Condominium By-Laws, the Net Lessee, as the case may be, shall be deemed to be a Tower Unit Owner of any Tower Unit that is subject to a Declarant Net Lease or a Net Lease, as applicable.

**Member in Good Standing or Tower Board Member in Good Standing**: means, as of any given date, a Tower Board Member whose Designator is a Designator in Good Standing, subject to the provisions of Section 9.2.1(b) of these Tower By-Laws.

**Mezzanine Lender**: As defined in Section 14.2(a) of the Tower By-Laws.

**Mezzanine Pledge**: As defined in Section 14.2(a) of the Tower By-Laws.

Security Plan for Tower Freight Elevator Access: As defined in Section 6.2.2(g) of the Tower By-Laws.

Subdivided Tower Unit Limited Common Element: means a newly created limited common element previously part of a Subdivided Tower Unit which shall be appurtenant to the Subdivided Tower Units in a Subdivided Tower Unit Group, and part of the applicable Section.

Tower Borrowing Condition: means a reasonably unforeseeable event, need or condition of extraordinary proportion and/or magnitude, not occurring in the ordinary course of business and operation of the Tower Section, whether or not insurance proceeds are or are anticipated to be available.

Tower Budget Interest: with respect to a Tower Board Member, means, in the context of each of the separate Tower Cost Control Categories, the share (expressed as a percentage) at the time in question of the Tower Common Charges within such Tower Cost Control Category allocated to the Tower Common Charge Obligor(s) constituting the Designator of such Tower Board Member. Tower Budget Interests shall be determined in accordance with the Tower Allocation Schedule and shall be subject to adjustment from time to time thereafter in accordance with the applicable provisions of the Condominium Documents. If certain Tower Cost Control Categories pertain to areas of the Tower Section which are subject to financial agreements between or among Tower Unit Owners as may be provided for pursuant to specific provisions of the Condominium Documents, while denoted as being subject to a Tower Cost Control Category, the Persons who/which are parties to such agreements shall make determinations with respect to such areas in accordance with the specific provisions therefor set forth in the Condominium Documents, and in each case, only to the extent provided for in the Condominium Documents.

Tower Budget Interest Vote of X% (or Tower Budget Interest Vote of At Least X% or Tower Budget Interest Vote of More Than X%): where X is a number specified in the Condominium Documents, means, in the context of each of the separate Tower Cost Control Categories as set forth on the Tower Allocation Schedule: (i) if all Tower Board Members have been designated and are Members in Good Standing, the affirmative percentage vote of both (x) Tower Board Members representing, in the aggregate, more than the specified percentage (X%) of Tower Budget Interests, and (y) at least two (2) Tower Board Members whose Designators are not Affiliates of each other; or (ii) if any one or more Tower Board Members has not been designated (or is deemed to not have been designated) or is not a Member in Good Standing, then the affirmative percentage vote of both (x) those Tower Board Members in Good Standing and representing, in the aggregate, more than the percentage which is the product of: (a) the specified percentage (X%) of Tower Budget Interests; multiplied by (b) a fraction, the numerator of which is the aggregate Tower Budget Interests of all Tower Board Members who have been designated and are Tower Board Members in Good Standing at the time in question and the denominator of which is one hundred percent (100%) and (y) at least two (2) Tower Board Members whose Designators are not Affiliates of each other. *By way of illustration only* (and without constituting a substantive provision of these Tower By-Laws), if a Tower Budget Interest Vote of sixty percent (60%) shall be required to approve a Tower Cost Control Category budget, and one Tower Board Member (whose Tower Budget Interest is 20%) shall not at the

time of that particular vote be a Member in Good Standing, then such vote, if then taken, shall require the affirmative vote of (x) Tower Board Members in Good Standing whose Tower Budget Interest is, in the aggregate, more than forty-eight percent (48%) (*i.e.*, the specified 60% multiplied by (80% divided by 100%)) and (y) at least two (2) Tower Board Members whose Designators are not Affiliates of each other. As used in this definition, the Tower Budget Interest held or represented by a Designator means, with respect to a Designator that is a Tower Unit Owner (or certain Tower Unit Owners that collectively are a single Designator), the aggregate Tower Budget Interest appurtenant to such Designator's Tower Unit(s).

Tower Common Charge Obligor(s): means each Tower Unit Owner as the Unit Owner of its Tower Unit.

Tower Common Interest: means, at any given time, the proportionate, undivided interest in fee simple absolute appurtenant to each Tower Unit, as expressed in percentage terms and set forth in Schedule B to the Declaration (in the column entitled "Percent of Interest in the Tower Limited Common Elements"), as such Schedule may be amended from time to time in accordance with and subject to the provisions of the Condominium Documents. References in the Declaration, the Tower By-Laws and the Tower By-Laws to the Tower Common Interest(s) of the Tower Section or the Tower Board shall mean, in each case, the aggregate of the Tower Common Interests appurtenant to all the Tower Units within the Tower Section.

Tower Common Interest Vote of X% (or Tower Common Interest Vote of At Least X% or Tower Common Interest Vote of More Than X%): Where X is a number specified in the Condominium Documents, such term refers to a vote of the Tower Board (not of the Tower Unit Owners) and means: (i) if all Designators have designated its Tower Board Members and are Designators in Good Standing, the affirmative vote of both (x) Tower Board Members whose Designators have or represent, in the aggregate, of at least the specified percentage (X%) of Tower Common Interests and (y) at least two (2) Tower Board Members whose Designators are not Affiliates of each other; or (ii) if any one or more Tower Board Members is not a Member in Good Standing or has not designated (or is deemed to have not designated) its Tower Board Members, then the affirmative vote of both (x) those Tower Board Members in Good Standing whose Designators have or represent, in the aggregate, at least the lesser percentage which is the product of: (a) the specified percentage (X%) of Tower Common Interests; and (b) a fraction, the numerator of which is the aggregate Tower Common Interests held or represented by the Designators whose Tower Board Members have been designated and are Tower Board Members in Good Standing at the time of the vote in question and the denominator of which is one hundred percent (100%) and (y) at least two (2) Tower Board Members whose Designators are not Affiliates of each other. *By way of illustration only* (and without constituting a substantive provision of these Tower By-Laws), if a Tower Common Interest Vote of sixty percent (60%) shall be required, and one (and only one) Tower Board Member (whose Designator's Tower Common Interest is 20%) shall not at the time of that particular vote be a Tower Board Member in Good Standing, then such vote, if then taken, shall require the affirmative vote of (x) Tower Board Members in Good Standing whose Designators have or represent, in the aggregate, forty-eight percent (48%) in Tower Common Interests (*i.e.*, the 60% multiplied by (80% divided by 100%)) and (y) two (2) Tower Board Members whose Designators are not Affiliates of each other. The foregoing shall also be subject to the terms of Section 2.9.4 of the Tower By-Laws with respect to Tower Units owned by the Tower Board (or

its designee). As used in the foregoing definition, the Tower Common Interest held or represented by a Designator means, with respect to a Designator that is a Tower Unit Owner (or certain Tower Unit Owners that collectively are a single Designator), the aggregate Tower Common Interest appurtenant to such Designator's Tower Unit(s). All references to a "Designator's" Tower Common Interest in this paragraph shall with respect to any Subdivided Tower Unit Group or Combined Tower Unit, the Tower Common Interest of all Owners of such Subdivided Tower Unit Group or Combined Tower Unit.

Tower Cost Control Category(ies): mean the classifications set forth (and described) in the Tower Allocation Schedule and each Budget which individual items of Tower Common Expense (and reserves and special assessments) shall be categorized and assigned, consistent with the nature of or the event necessitating the particular expenditure, reserve or special assessment in question, as the case may be. The Tower Cost Control Categories are set forth on the Tower Allocation Schedule.

Tower Special Assessment: As defined in Section 6.1.1(k) of the Tower By-Laws.

Tower Unit Owner in Good Standing: means, as of any given date, a Tower Unit Owner (or Declarant Net Lessee or, subject to Sections 25.3 of the Declaration and 14.6 of the Condominium By-Laws, the Net Lessee, as applicable) with respect to which no Event of Default has occurred and is continuing at the time in question.

Tower Waste Management Plan: As defined in Section 6.2.2(i) of the Tower By-Laws.

Unanimous or unanimously and words of similar import (whether or not capitalized) used in the Declaration and By-Laws, when referring to the Tower Board means the affirmative vote of all Tower Board Members in Good Standing; and when referring to a group of some or all Tower Unit Owners and/or Boards, as the case may be, shall mean the affirmative vote of all Tower Unit Owners in Good Standing within the identified group.

**3D HUDSON YARDS  
Tower Allocation Schedule**

**Cost Control Category I: Loading Dock**

The Loading Dock Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the Loading Dock, including without limitation those costs relating to security, logistics, cleaning, pest control, equipment maintenance, replacement of equipment, utilities, and miscellaneous costs incidental thereto.

All expense line items contained within the Loading Dock Cost Control Category are allocated based on each Unit's most current projected consumption of the loading dock and reconciled on an annual basis based on actual consumption of the loading dock, as summarized below. The corresponding cost estimates are based on the expense line items for the Loading Dock Cost Control Category as further described herein.

Unit Owners	Units Consumed	Allocation %
Warner Media	114	58.46%
Wells Fargo	22	11.28%
PE Unit 1	3	1.54%
PE Unit 2	3	1.54%
Related	11	5.64%
Orford	2	1.03%
Observation Deck	30	15.38%
<b>Total</b>	<b>195</b>	<b>100.00%</b>

- 1 Hour of usage per bay constitutes 1 unit of consumption for measurement purposes. Multiple bay consumptions in the same hour will be measured as multiple units per hour.
- 2 For the Initial Budget, Loading Dock consumption projections are based on the traffic study performed by Philip Habib Associates dated May 23, 2018. Expenses to be reconciled annually based on each Unit's actual consumption.
- 3 Unit owner allocation = total loading dock cost x (# of units consumed / total # of units consumed)

**Cost Control Category II: Rubbish Removal**

The Rubbish Removal Cost Control Category is intended to include all costs for the ongoing operation of rubbish removal, including without limitation costs relating to carting, sorting, recycling, composting, logistics, cleaning, pest control, equipment maintenance and miscellaneous costs incidental thereto.

All expense line items contained within the Rubbish Removal Cost Control Category are allocated based on each Unit's most current projected consumption of waste and reconciled on an annual basis based on an annual waste audit conducted by a third party consultant. The corresponding cost estimates are based on the expense line items for the Rubbish Removal Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Warner Media	1,417,234	53.44%
Wells Fargo	489,174	18.44%
PE Unit 1	280,076	10.56%
PE Unit 2	65,007	2.45%
Related	171,740	6.32%
Orford	41,629	1.57%
Observation Deck	114,638	4.30%
<b>Total</b>	<b>2,652,076</b>	<b>100.00%</b>

- 1 The Initial Budget allocation for Rubbish Removal costs are based on each Unit's pro-rata share of gross square footage in the tower. Expenses will be reconciled annually based on each Unit's actual consumption.

**Cost Control Category III: Interior Common Areas**

The Interior Common Area Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the portions of the Tower Limited Common Areas that are interior common areas, including without limitation costs relating to security, cleaning, building system maintenance, replacement of equipment, utilities (including common area standby power) and miscellaneous costs incidental thereto.

All expense line items contained within the Interior Common Area Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage, exclusive of the Observation Deck. The Observation Deck does not benefit from any interior common expenses; therefore the Observation Deck receives no cost allocation. The corresponding cost estimates are based on the expense line items for the Interior Common Area Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Warner Media	1,417,234	55.84%
Wells Fargo	489,174	18.44%
PE Unit 1	280,076	10.56%
PE Unit 2	65,007	2.56%
Related	244,899	9.65%
Orford	41,629	1.64%
Observation Deck	-	0.00%
<b>Total</b>	<b>2,531,039</b>	<b>100.00%</b>

- 1 Revenue associated with the Deck's coffee license agreement is included in this cost control category, which will be credited to Tower Board stakeholder per the methodology annotated above.

**Cost Control Category IV: Exterior Common Areas**

The Exterior Common Area Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the portions of the exterior sidewalks, egress stairwells, and subway areas that are Tower Limited Common Elements, including without limitation costs relating to perimeter security, cleaning, maintenance, replacement of equipment, utilities and miscellaneous costs incidental thereto.

All expense line items contained within the Exterior Common Area Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage, except for the Observation Deck Unit, which is assigned an allocation equal to half of its pro-rata share of gross square footage. The Observation Deck is allocated a reduced share due to limited usage of Tower Exterior Common Areas. The corresponding cost estimates are based on the expense line items for the Exterior Common Area Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Warner Media	1,417,234	54.61%
Wells Fargo	489,174	18.85%
PE Unit 1	280,076	10.79%
PE Unit 2	65,007	2.51%
Related	244,899	9.44%
Orford	41,629	1.59%
Observation Deck	52,018	2.00%
<b>Total</b>	<b>2,553,037</b>	<b>100.00%</b>

**Cost Control Category V: Exterior Facade**

The Exterior Facade Cost Control Category is intended to include all costs for the ongoing operation and maintenance of the exterior facade of the Tower, including without limitation costs relating to the facade, BMU rig equipment, exterior window washing and miscellaneous costs incidental thereto.

All expense line items contained within the Exterior Common Area Cost Control Category are allocated based on each Unit's pro-rata share of contact surface area of the exterior curtain wall. The corresponding cost estimates are based on the expense line items for the Exterior Facade Cost Control Category as further described herein.

Unit Owners	Surface Area	Allocation %
Warner Media	338,511	50.12%
Wells Fargo	106,483	15.76%
PE Unit 1	66,164	9.80%

**30 HUDSON YARDS  
Tower Allocation Schedule**

	Cost	Allocation %
PE Unit 2	23,966	3.40%
Related	62,544	9.26%
Oxford	10,578	1.57%
Observation Deck	51,693	7.65%
<b>Total</b>	<b>67,459</b>	<b>97.55%</b>

1. Connect surface area is based on 1915 Well type surface area breakdown.
2. Shared items include work adjacent to lobbies, mechanical floors, architectural elements at crown, and shaft core.
3. Per the well type surface area breakdown, Retail has a 2.45% allocation that will be billed from the Condominium Board on behalf of the Tower Board. The Master Condo Association will then transfer the funds to the Tower Operating Account to cover the difference in the exterior facade cost control category.

**Cost Control Category VII: Central Systems**

The Central Systems Cost Control Category is intended to include all costs for the ongoing operation and maintenance of mechanical, electrical, plumbing and fire protection systems serving the Tower, including without limitation costs relating to Engineering Labor, BMS maintenance, fire protection maintenance and inspections, utility consumption, HVAC, supply and materials, associated contracts for pump maintenance, infrared testing and miscellaneous costs incidental thereto.

All expense line items contained within the Central Systems Cost Control Category are allocated by the IB&B Report. Allocations are categorized by HVAC, electric, low voltage, fire protection, plumbing and BMS Systems and are calculated by load or area served. Load based calculations will be reconciled by meter or survey. Systems that can not be metered will remain true to the design capacity per the IB&B Report. Area based calculations are based on gross square footage.

Unit Owners	Allocation %
Warner Media	20.88%
Wells Fargo	13.19%
PE Unit 1	3.21%
PE Unit 2	10.96%
Related	1.97%
Oxford	4.00%
Observation Deck	100.00%
<b>Total</b>	<b>100.00%</b>

**Allocation Methodology**

1. The Tower Cooling System serves portions of Office Units, Observation Deck Unit and Common elements located at or above the 10th Floor of the Tower Building. Warner Media is not served by the Tower Cooling System. Allocations are based on IB&B design load and will be reconciled on actual connected load (tonnage).
2. Costs associated with the Tower Cooling System represent common areas of the Tower. Unit Owners will be allocated directly for portions serving their Unit.
3. Costs associated with the Tower Cooling System include electricity for pumps and fans, engineering labor and maintenance contracts.
4. The Chiller Water System is located above the 3rd floor and will be served by Coplen (Auxiliary System). All costs associated with the Chiller Water System are for the common areas of the Tower, with exception of Warner Media's Messenger Center. Warner Media's messenger center will be billed directly.

**Allocation Methodology**

1. Heating Hot Water that serves the Office units, Observation Deck unit, Warner Media unit and common areas of the Tower above the 24th floor will be served by a separate boiler system (Tower Boiler System). Allocations are based on the IB&B design load and will be reconciled by actual consumption (BTU meter readings).
2. Costs associated with the Tower Boiler System represent common areas of the Tower. Unit Owners will be allocated directly for portions serving their Unit.
3. Costs associated with the Tower Boiler System include electricity for pumps and boiler, natural gas, engineering labor and maintenance contracts.
4. Coplen (Auxiliary System) and the Shared Boiler System will provide hot water to common areas of the Tower and to respective Unit Owners up to and including the 24th floor. All costs included in this category represent common areas of the Tower, as determined by gross square footage area assumptions for heating. Unit Owners will be billed directly for their direct consumption (BTU meter readings).

**Cost Control Category VIII: General & Administrative**

The General & Administrative Cost Control Category is intended to include all costs properly included as Tower Limited Common Expenses which are not appropriately allocable to one of the other Cost Control Categories, including without limitation costs relating to professional services, audit and legal fees, insurance premiums, capital reserves, and costs, fees and expenses relating to planning and other Property Management Office expenses associated with operating the Tower building.

All expense line items contained within the General & Administrative Common Area Cost Control Category are allocated based on each Unit's pro-rata share of Gross square footage. The corresponding cost estimates are based on the expense line items for the General & Administrative Cost Control Category as further described herein.

Unit Owners	Cost	Allocation %
Warner Media	1,437,254	53.44%
Wells Fargo	489,174	18.44%
PE Unit 1	280,076	10.56%
PE Unit 2	65,007	2.45%
Related	24,899	9.23%
Oxford	16,000	5.93%
Observation Deck	114,038	4.30%
<b>Total</b>	<b>2,532,078</b>	<b>100.00%</b>

**Cost Control Category VIII: Insurance**

The Insurance Cost Control Category is intended to include all costs related to any insurance coverages obtained by the Tower Board on behalf of the Tower.

All expense line items contained within the Insurance Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Insurance Cost Control Category as further described herein.

To the extent the Condominium Board acquires insurance on behalf of the Tower Building, any Unit or combination thereof under the same policy, the premiums therefor will be allocated in a manner consistent with the methodology used by the Insurer to develop the premiums, as if such coverage was obtained under separate policies for each applicable Insurer. For example, policies with premiums tied to building replacement value and/or gross square footage will be allocated according to the respective building replacement values and gross square footages of the Tower Building. General Common Elements and Retail Unit. Building replacement value for General Common Elements will be calculated using a weighted average blend of the building replacement values per square foot for the Tower Building and Retail Unit. For purposes of calculating the building replacement values for Tower Building and Retail Unit, the respective costs of the structural elements, including the exterior curtain wall system, are included therein despite such elements being classified as general common elements. To the extent additional coverage is obtained under the master policy but is specific to a Unit, such as coverage for business interruption exposure, the premiums therefor will be entirely allocated to that Unit.

Unit Owners	Cost	Allocation %
Warner Media	1,437,254	53.44%
Wells Fargo	489,174	18.44%
PE Unit 1	280,076	10.56%
PE Unit 2	65,007	2.45%
Related	24,899	9.23%
Oxford	16,000	5.93%
Observation Deck	114,038	4.30%
<b>Total</b>	<b>2,532,078</b>	<b>100.00%</b>

**Cost Control Category IX: Vertical Transportation**

The Vertical Transportation Cost Control Category is intended to include all costs relating to the ongoing operation and maintenance of the elevators and escalators in the Tower, including without limitation costs relating to the routine maintenance, inspections, consulting and miscellaneous costs incidental thereto.

**30 HUDSON YARDS  
Tower Allocations Schedule**

All expense line items contained within the Vertical Transportation Cost Control Category are allocated based on each Unit's pro-rata share of preventative maintenance hours associated with their direct and shared vertical transportation. The corresponding cost estimates are based on the expense line items for the Vertical Transportation Cost Control Category as further described herein.

Unit Owners	Preventative Maintenance Hours	Allocation %
Warner Media	14.6	1.59%
Wells Fargo	54.6	21.59%
PE Unit 1	40.8	16.13%
PE Unit 2	6.6	2.63%
Related	35.2	13.90%
Observation Deck	6.6	2.63%
<b>Total</b>	<b>253.0</b>	<b>100.00%</b>

- 1 Passenger cars receive four monthly preventative maintenance hours.
- 2 Hydraulic Passenger cars receive two monthly preventative maintenance hours.
- 3 Service cars receive five monthly preventative maintenance hours.
- 4 Escalators receive four monthly preventative maintenance hours.
- 5 Escalators receive four monthly preventative maintenance hours.
- 6 Shared service cars are allocated by gross square footage of the 5 stations (Wells Fargo, KKR, Oracle, Related, O&D).
- 7 Shared escalators are allocated by gross square footage of the 5 stations (Wells Fargo, KKR, Oracle, Related, O&D).
- 8 The Observation Deck's elevator maintenance will be completed after building operating hours under a separate maintenance agreement and billed directly to the Observation Deck Unit.
- 9 OCE elevators and escalators are billed by the Master Board and are not included in the Tower Budget.

**Cost Control Category X: Shared Lobby**

The Shared Lobby Cost Control Category is intended to include all costs relating to the ongoing operation and maintenance of the shared lobby for Wells Fargo, Related and O&D, including without limitation costs relating to security staffing, visitor management and entry operations. All expense line items contained within the Shared Lobby Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Shared Lobby Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Warner Media	-	0.00%
Wells Fargo	489,174	63.06%
PE Unit 1	-	0.00%
PE Unit 2	-	0.00%
Related	244,899	31.57%
Observation Deck	41,625	5.37%
<b>Total</b>	<b>775,702</b>	<b>100.00%</b>

**Cost Control Category XII: Shared Lobby Deck**

The Shared Lobby Deck Cost Control Category is intended to include all costs relating to the ongoing operation and maintenance of the lobby deck shared by Related and O&D. All expense line items contained within the Shared Lobby Deck Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Shared Lobby Deck Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Warner Media	-	0.00%
Wells Fargo	-	0.00%
PE Unit 1	-	0.00%
PE Unit 2	-	0.00%
Related	244,899	14.53%
Observation Deck	41,625	14.53%
<b>Total</b>	<b>286,524</b>	<b>100.00%</b>

**Cost Control Category XIII: PILOT Overage**

The PILOT Overage Cost Control Category is intended to include all costs relating to the payment of the Daily Non-Qualified ZSF amount as defined in the Agency Lease with the New York City Industrial Development Agency ("IDA"). The RHY Unit Owner is entered into the Agency Lease on behalf of the Tower Building, and the Tower Board shall reserve funds in the PILOT Reserve account in advance of the PILOT Overage payment. Once the RHY Unit Owner provides the requisition of the PILOT Overage payment, the Tower Board shall withdraw the amount of PILOT Overage payment from the PILOT Reserve account, immediately payable to the RHY Unit Owner. All expense line items contained within the PILOT Overage Cost Control Category are allocated based on each Unit's pro-rata share of gross square footage. The corresponding cost estimates are based on the expense line items for the Insurance Cost Control Category as further described herein.

Unit Owners	GSF	Allocation %
Warner Media	1,037,254	53.44%
Wells Fargo	489,174	18.44%
PE Unit 1	280,076	10.56%
PE Unit 2	65,007	2.45%
Related	244,899	9.23%
Observation Deck	41,625	1.57%
30 Hudson Deck	114,138	4.30%
<b>Total</b>	<b>2,657,076</b>	<b>100.00%</b>

**Cost Control Category XIII: Direct**

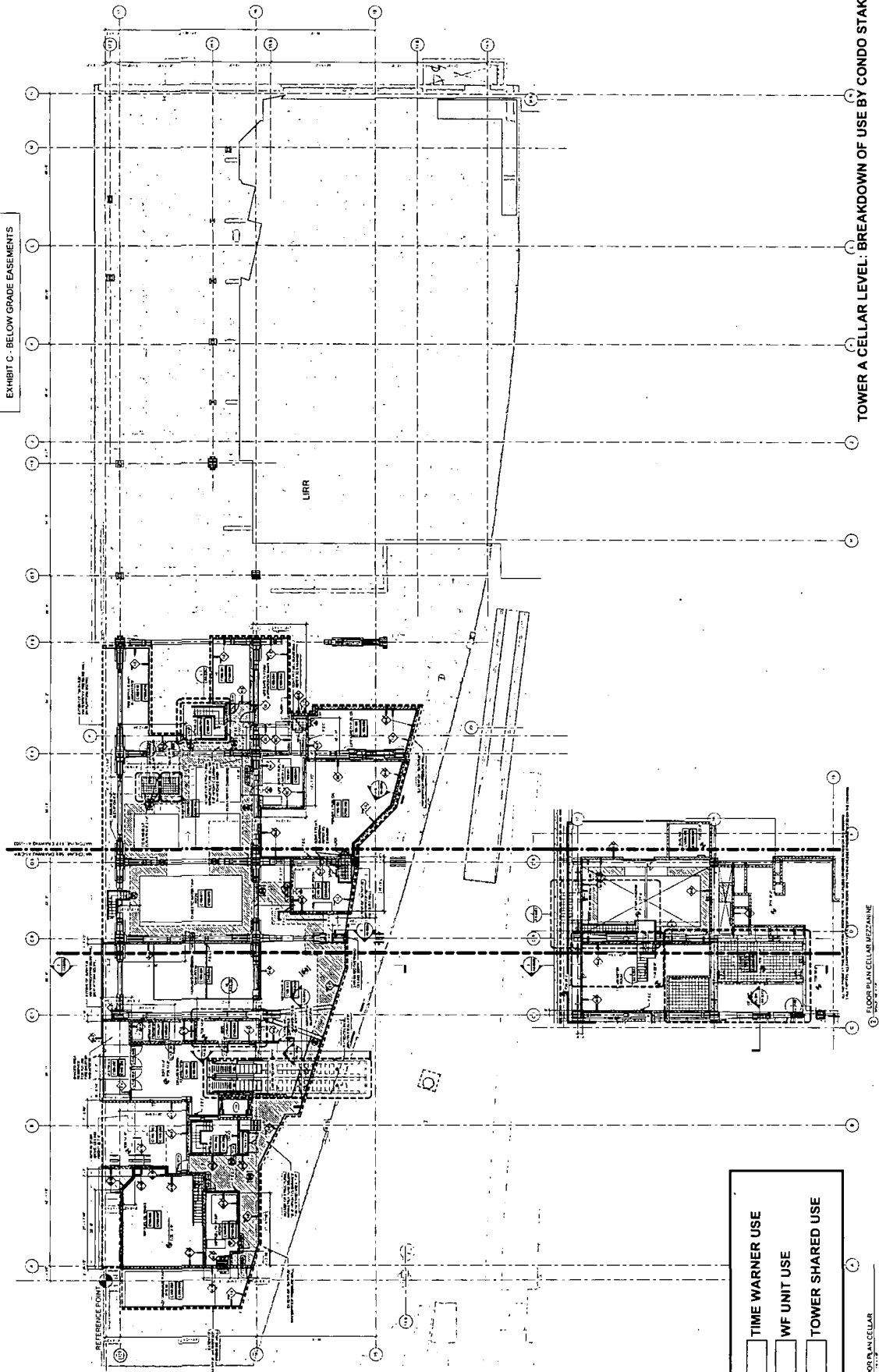
The Direct Cost Control Category is intended to include all costs relating to Direct Unit Owner expenses (i.e. utility or proprietary work performed by the Tower Board on their behalf).

**Cost Control Category XIV: Capital Expenses**

The Capital Expenses Cost Control Category is intended to include all costs of a Capital Expense nature, including without limitation those capital costs relating to replacement, upgrade, improvement, renovation, refurbishment or modification of Tower Building structural elements, major systems, and infrastructure. All expense line items contained within the Capital Expenses Cost Control Category are allocated based on the pro-rata share of gross square footage of those Units benefiting from any such Capital Expense, unless specified otherwise in the Condominium Documents.



EXHIBIT C - BELOW GRADE BASEMENTS



- TIME WARNER USE
- WF UNIT USE
- TOWER SHARED USE

1 FLOOR PLAN CELLAR

2 FLOOR PLAN CELLAR MEZZANINE

TOWER A CELLAR LEVEL: BREAKDOWN OF USE BY CONDO STAKEHOLDER  
7/13/2018

AT/BC/CL

SCALE 1/8" = 1'-0"

TOTAL SHEET SIZE: 36" X 48"

DATE: 07/13/2018

## EXHIBIT D TO DECLARATION

### NON-COMPETITION REQUIREMENTS

The Non-Competition Requirements in this Exhibit D below are subject to the conditions set forth in Section 8.5.1 of the Declaration:

(1) No space in the areas of the Retail Building Zone or any Tower Unit (the "Condominium Restricted Areas"), may be owned by or leased to or otherwise occupied by a TW Competitor and no advertisements, placards, promotions or events shall be placed or conducted by or on behalf of a TW Competitor in the Condominium Restricted Areas. No Board of Managers nor a Tower Unit Owner nor Retail Unit Owner (or any Occupant thereof) shall enter into sponsorship agreements with, or conduct or permit events branded by, a TW Competitor within the Condominium Restricted Areas. To the extent, (1) a Board or Unit Owner is uncertain whether or not a particular tenant or occupant or prospective tenant or occupant of any portion of any Condominium Restricted Area (such actual or prospective tenant or occupant, a "Tower A/B Tenant") is a TW Competitor or (2) a Board or Unit Owner or Tower A/B Tenant is uncertain whether a sponsorship agreement to be entered into by such Tower A/B Tenant or a branded event held by a Tower A/B Tenant is with a TW Competitor, such Board, Unit Owner or Tower A/B Tenant, as the case may be, shall consult with the Time Warner Unit Owner (or if the Time Warner Unit has been subdivided, the Designated TW Owner) and the Time Warner Unit Owner (or the Designated TW Owner) shall confirm whether or not it (y) considers such potential Tower A/B Tenant to be a TW Competitor or (z) considers a sponsorship agreement or branded event described in clause (2) above to be with a TW Competitor, within five (5) Business Days of receipt of written notice from such Board, Unit Owner or Tower A/B Tenant, as applicable, requesting confirmation of same. If the parties disagree on whether or not such potential Tower A/B Tenant is a TW Competitor and cannot resolve this dispute within such five (5) Business Day period, then such dispute will be submitted to Arbitration in accordance with Article 15 of the Condominium By-Laws.

(2) No TW Competitor shall be permitted to place exterior signs or monuments (including, without limitation, flags, banners or similar items, and interior signs that are visible from the exterior of a building) (y) on the roof of the Building and Retail Building or (z) in areas immediately adjacent to the Building and the Retail Building identified on Exhibit M attached to this Declaration (the "Exterior Zone") (including, without limitation, the display of moving or temporary signage displays advertising or otherwise promoting the business activities of a TW Competitor, such as a news stream, whether such sign or monument is dedicated to such TW Competitor or for multiple entities). No signs will be placed on the roof of the Retail Building, whether by TW Competitors or any other Person. The foregoing restrictions shall not preclude the Association or any Parcel Owner (as defined in the ERY FAPOA Declaration) from conducting, or granting third parties the right to conduct, temporary events and other activities within the Eastern Rail Yards, including the Exterior Zone, provided that neither the Association nor such Parcel Owner will grant to any TW Competitor any sponsorship right for any temporary event or other activity within the Exterior Zone, controlled by the Association or such Parcel Owner, without Time Warner Unit Owner's (or if the Time Warner Unit has been subdivided, TW Designated Owner's) prior written approval.

(3) Notwithstanding the definition of TW Competitor and notwithstanding any of the foregoing:

(a) A Financial Services Company (as hereinafter defined) or its Affiliates shall have the right to own, lease or otherwise occupy space in the Condominium Restricted Areas and will not constitute a TW Competitor (even if one or more Portfolio Companies (as hereinafter defined) or other Affiliates or Clients (as hereinafter defined) of such Financial Services Company are TW Competitors), provided that any Portfolio Company, Affiliate or Client of such Financial Services Company that itself constitutes a TW Competitor may not (a) own, lease or otherwise occupy space in the Condominium Restricted Areas or (b) violate the signage, advertising, promotional or sponsorship restrictions set forth in Section 8.5 of the Condominium By-Laws or on in this Exhibit D ("Signage Restrictions"). Further, notwithstanding the above, an Affiliate of a TW Competitor that is not itself a TW Competitor (disregarding for this purpose only the reference to "Affiliate" in the first line of the definition of "TW Competitor" and only counting revenue from such entity and entities Controlled by such entity) shall have the right to own, lease or otherwise occupy space in the Condominium Restricted Areas and will not constitute a TW Competitor, provided that any such Affiliate complies with the Signage Restrictions. For the avoidance of doubt, the parties agree that the following example sets forth the intent of the preceding sentence: if a parent company Controls several other companies, including Subsidiary A whose sole business involves Media Activities and Subsidiary B whose business, together with the business of all other entities Controlled by Subsidiary B, derives less than 30% of their aggregate revenues from Media Activities, then Subsidiary A shall not have the right to own, lease or otherwise occupy space in the Condominium Restricted Areas, but Subsidiary B would have the right to own, lease or otherwise occupy space in the Condominium Restricted Areas subject to compliance with the Signage Restrictions.

For purposes of the foregoing (x) "Financial Services Company" shall mean any investment or financial services business, including but not limited to an investment firm, investment adviser, broker-dealer, bank, insurance company, investment company, fund management company, asset management company, or financial institution, (y) "Portfolio Company" means any entity in which a Financial Services Company or its Affiliates holds an investment, and (z) "Client" means any clients or investors in the Financial Services Company or its Affiliates. In addition, notwithstanding the definition of "Affiliate," an Affiliate of a Financial Services Company will include any investment fund, vehicle or account advised, sponsored or controlled by such Financial Services Company or its Affiliates.

(b) A Financial Services Company may permit one or more Portfolio Companies or Affiliates that are TW Competitors, so long as they remain Portfolio Companies or Affiliates of the Financial Services Company ("Media Affiliates"), to occupy a portion of the PE 1 Unit and/or PE 2 Unit to be owned or leased by such Financial Services Company comprising floors 54-64 (the "PE Units"), provided that (i) in no event shall more than 35,000 RSF (in the aggregate) of the PE Units be occupied at any one time by such Media Affiliates, (ii) such Media Affiliates comply with the Signage Restrictions, (iii) such Media Affiliates shall not own any Unit within the Condominium, (iv) the term of any lease or license with such Media Affiliate shall not exceed ten (10) years, (v) such Portfolio Company or its Affiliate is not occupying any portion of the PE Units as its headquarters (unless such space in the PE Units is its only offices)

and (vi) the investment by such Financial Services Company in such Portfolio Company was not made with the intent to circumvent the restrictions on TW Competitors set forth herein.

**EXHIBIT E**  
**SIGNAGE PLAN**

Unit Owners have the right to install Signage at the Building in accordance with this Signage Plan and all applicable Laws (including, without limitation, zoning requirements), the Underlying Agreements, and Insurance Requirements.

**I. Signage Guidelines**

Except as expressly consented to as set forth herein, all Signage shall comply with the following guidelines:

1. All Signage must be consistent with the Project Standards.
2. All Signage must be specifically related to such Unit Owner's or its Occupant's business in the Building.
3. All Signage shall be consistent in size, location, finish and nature indicated in the attached Signage Diagram (Exhibit E-1).
4. No sign shall flash or blink.
5. There shall be no handwritten or hand lettered signs visible from the exterior of a Unit, except for such signs as are consistent with the Project Standards and which do not detract from the character or appearance of the Building.
6. Lighting for exterior or interior signs must be installed, maintained and operated in compliance with applicable Law and with the provisions of this Signage Plan and all Condominium Documents.
7. All wiring, clips, transformers, lamps, tubes, and other sign attachment devices and mechanisms must be concealed to the extent commercially reasonably possible.

**II. Signage Rights**

**A. Public Entrance Signage**

As indicated on the Signage Diagram (Exhibit E-1), Public Entrance Signage refers to any Signage located on the exterior of the Building or visible from the exterior Building.

**1. Exterior Signage**

Except as otherwise expressly set forth herein, the Retail Unit Owner shall have the exclusive right to install Signage in accordance with Sections 8.5 and 8.6 of the Condominium By-Laws. The Ob Deck Unit Owner shall have the right to install one (1) sign (as indicated on the Signage Diagram (Exhibit E-1)) on the exterior of each of the Southwest Retail Entrance and Southeast Retail Entrance. Notwithstanding the foregoing,

Developer and its Affiliates shall have the right to install and/or erect identifying Signage relating to the development team in the location and substantially as depicted on the Signage Diagram (Exhibit E-1).

**2. Northwest Lobby Entrance Signage**

The TW Unit Owner shall have the exclusive right to install one (1) sign (as indicated on the Signage Diagram (Exhibit E-1)) in the interior of the Northwest Lobby Entrance that is visible from the exterior of the Building. The Ob Deck Unit Owner shall have the right to install one (1) sign (as indicated on the Signage Diagram (Exhibit E-1)) on the exterior of the Northwest Lobby Entrance.

**3. Northeast Lobby Entrance Signage**

The Ob Deck Unit Owner shall have the right to install one (1) sign (as indicated on the Signage Diagram (Exhibit E-1)) on the exterior of the Northeast Lobby Entrance. The Retail Unit Owner shall have the right to install or to grant the right to install additional Signage on the exterior of the Northeast Lobby Entrance. The TW Unit Owner shall have the exclusive right to install one (1) sign (as indicated on the Signage Diagram (Exhibit E-1)) in the interior of the Northeast Lobby Entrance that is visible from the exterior of the Tower Building. The Retail Unit Owner shall have the exclusive right to install digital signs (as indicated on the Signage Diagram (Exhibit E-1)) in the interior of the Northeast Lobby Entrance of the Building.

**4. Canopy Signage**

Except as otherwise expressly set forth herein, the Retail Unit Owner shall have the exclusive right to install or to grant the right to install Signage on the Northeast Lobby Entrance canopy. The Ob Deck Unit Owner shall have the right to install Signage on the canopy at the Northwest Retail Entrance.

**B. Interior Building Identification**

As indicated on the Signage Diagram (Exhibit E-1), Interior Building Identification refers to any wayfinding or directional Signage located on portals and the Retail Lobby.

**1. Dedicated Portal Signage**

Only the Unit Owner having exclusive access to a dedicated portal (reflected on the Signage Diagram (Exhibit E-1)) will have the right to install Signage on such dedicated portal in accordance with this Signage Plan (including, without limitation, Section I above).

**2. East Lobby Retail Entrance**

As reflected on the Signage Diagram (Exhibit E-1), each of the RHY Unit Owner, the OX Unit Owner, the TW Unit Owner, the WF Unit Owner and the PE 1 Unit Owner shall have the right to install one (1) sign at the East Lobby Retail Entrance (reflected on

the Signage Diagram (Exhibit E-1) in accordance with this Signage Plan (including, without limitation, Section I above).

**3. Floor 01 Office Lobby Shared Portal Signage**

As reflected on the Signage Diagram (Exhibit E-1), each of the RHY Unit Owner, the OX Unit Owner and the WF Unit Owner shall have the right to install one (1) sign each of the same relative proportion (taking into consideration font, number of characters and logo dimensions as designed by a signage consultant) on the Floor 01 Office Lobby Shared Portal in accordance with this Signage Plan (including, without limitation, Section I above).

**4. Floor 05 Lobby**

Each of the TW Unit Owner, the RHY Unit Owner, the OX Unit Owner and the WF Unit Owner shall have the right to install one (1) sign in a Floor 05 Lobby Concourse Shared Portal for wayfinding purposes, as reflected on the Signage Diagram (Exhibit E-1), in accordance with this Signage Plan (including, without limitation, Section I above).

**5. Sky Lobby Shared Portals**

Each of the RHY Unit Owner, the OX Unit Owner and the WF Unit Owner shall have the right to install one (1) sign each of the same relative proportion (taking into consideration font, number of characters and logo dimensions as designed by a signage consultant) on the Office Sky Lobby Shared Portal as reflected on the Signage Diagram (Exhibit E-1), in accordance with this Signage Plan (including, without limitation, Section I above).

**C. Lobby Desk Signage**

The Unit Owner(s) that uses a lobby security desk shall have the exclusive or shared exclusive right(s) to install Signage on its respective lobby desk; provided that with respect to shared lobby security desks, each Unit Owner who uses that shared lobby security desk shall have the right to install one (1) sign, which sign shall be subject to the reasonable approval of the other Unit Owners who share use of such lobby security desk.

**III. Replacement of Signage**

Any Signage reflected on the Signage Diagram (Exhibit E-1) may be replaced, at the sole cost and expense of the replacing Unit Owner, without the consent or approval of any other Unit Owner or Board, provided that: (a) such replacement Signage shall be only in the designated locations shown on the Signage Diagram (Exhibit E-1); (b) such replacement Signage shall be otherwise consistent with the Signage Diagram (Exhibit E-1) (including, without limitation, of like size, quality and finish) and with this Signage Plan (including, without limitation, Section I above); and (c) any replacement to existing Signage and/or installation of replacement Signage must be coordinated with the Managing Agent or Tower Managing Agent, as applicable.

#### **IV. Other Signage Modifications**

Any modification, replacement or repair of any Signage as set forth herein shall be at the sole cost and expense of the modifying, replacing or repairing Unit Owner(s); provided, however, if a modification, replacement or repair is necessitated by the negligence, misuse or abuse of a Unit Owner, such Unit Owner shall be responsible for the entire cost of such repair.

##### **A. Public Entrance Signage**

###### **1. Exterior Signage**

Except as otherwise expressly set forth herein, the Retail Unit Owner shall have the right to modify Signage on the exterior of the Building and on, in or at the Retail Building, without the approval of any Board or any other Unit Owner, in accordance with the Retail Sponsorship Rights in Sections 8.5 and 8.6 of the Condominium By-Laws. Developer and its Affiliates shall have the right to modify its Signage (described in Section II.A.1 above), in their sole discretion, provided that at all times such modified Signage is of similar size and location as the Signage shown on the Signage Diagram (Exhibit E-1). The Ob Deck Unit Owner shall have the right to replace its Signage on the Southwest Retail Entrance and Southeast Retail Entrance.

###### **2. Northwest Lobby Entrance Signage**

Except with respect to replacement to the Northwest Lobby Entrance Signage by the TW Unit Owner and Ob Deck Unit Owner (as set forth in Section III above), any other modification shall be made by the unanimous consent of the Tower Unit Owners; provided, however, that such consent shall not be withheld unless the proposed modification materially and adversely differs from this Signage Plan.

###### **3. Northeast Lobby Entrance Signage**

Except with respect to replacement to the Northeast Lobby Entrance Signage by the TW Unit Owner and Ob Deck Unit Owner (as set forth in Section III above), any other modification shall be made by the Retail Unit Owner, in its sole discretion.

###### **4. Canopy Signage**

The Ob Deck Unit Owner shall have the right to modify Signage on the canopy at the Northwest Retail Entrance. The Retail Unit Owner shall have the right to modify Signage on the Northeast Lobby canopy.

##### **B. Interior Building Identification**

###### **1. Dedicated Portal**

Interior Building Identification Signage located on a dedicated space or an exclusive portal may be modified by the Unit Owner having exclusive use of such space or portal without the consent of any Board or any other Unit Owner. Provided, however,



that at all times such Signage must be consistent with the Signage Guidelines (set forth in Section I above) and subject to the reasonable approval of the RHY Unit Owner. For the avoidance of doubt, the PE 1 Unit is entitled to include up to 5 names within its existing exclusive portal space on the Ground Floor.

**2. East Lobby Retail Entrance**

Any modification to the East Lobby Retail Entrance Signage (other than replacements set forth in Section III above), shall require the unanimous consent of the RHY Unit Owner, the OX Unit Owner, the TW Unit Owner, the WF Unit Owner and the PE 1 Unit Owner. Provided, however, that at all times such Signage must be consistent with the Signage Guidelines (set forth in Section I above).

**3. Floor 01 Office Lobby Shared Portal Signage**

Any modification to the Floor 01 Office Lobby Shared Portal Signage (other than replacements set forth in Section III above), shall be permitted only by the unanimous consent of the RHY Unit Owner, the OX Unit Owner and the WF Unit Owner. Provided, however, that at all times such Signage must be consistent with the Signage Guidelines (set forth in Section I above) and that each sign shall be of the same relative proportion (taking into consideration font, number of characters and logo dimensions as designed by a signage consultant).

**4. Floor 05 Lobby**

Any modification to the Floor 05 Lobby Concourse Shared Portals Signage (other than replacements set forth in Section III above), shall be permitted only by the unanimous consent of the RHY Unit Owner, the OX Unit Owner and the WF Unit Owner. Provided, however, that at all times such Signage must be consistent with the Signage Guidelines (set forth in Section I above).

**5. Sky Lobby Shared Portals**

Any modification to the Office Sky Lobby Shared Portal Signage (other than replacement set forth in Section III above), shall be permitted only by the unanimous consent of the RHY Unit Owner, the OX Unit Owner and the WF Unit Owner. Provided, however, that at all times such Signage must be consistent with the Signage Guidelines (set forth in Section I above) and that each sign shall be of the same relative proportion (taking into consideration font, number of characters and logo dimensions as designed by a signage consultant).

**C. Lobby Desk Signage**

Each Unit Owner shall have the right to modify or add Signage on its respective lobby desk; provided, however: (i) with respect to shared lobby security desks, any modification or additional Signage to a shared lobby security desk shall require the consent of the other Unit

Owners who share use of such lobby security desk; and (ii) without modifying clause (i), the consent of any *other* Unit Owner who shares the use of such lobby, which consent in the case of this clause (ii) shall only be withheld if such Lobby Desk Signage is inconsistent with the Signage Guidelines (set forth in Section I above) or with the current signage design in such shared lobby. The consent of any Board or any other Unit Owner is not required.

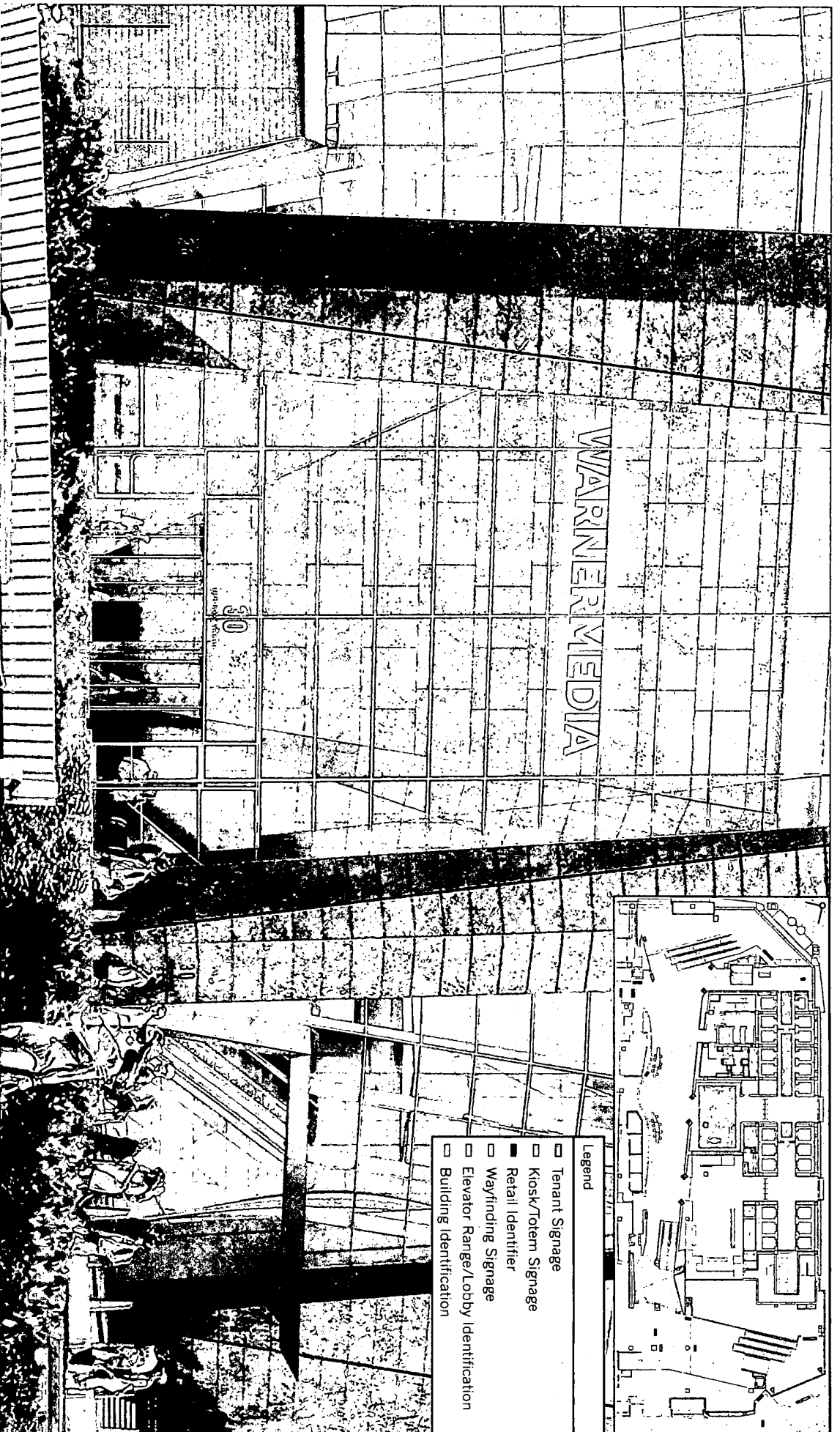
30 Hudson Yards  
Building Identity and Signage

Condo Exhibit  
03.20.19

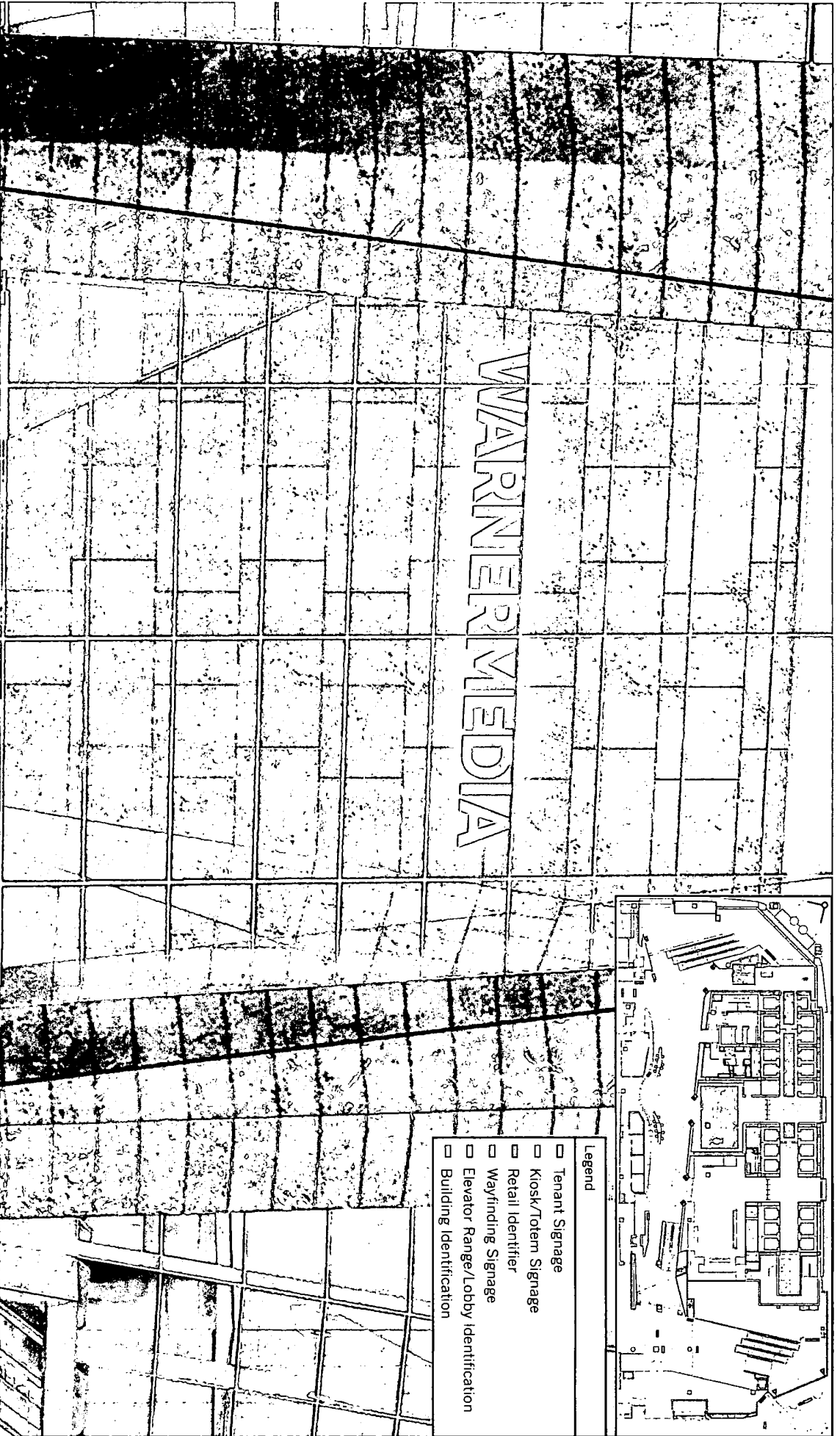
Pentagram

30 Hudson Yards  
Building Identity and Signage

Exterior Signage



Northwest Lobby Entrance, Rendering  
 30 Hudson Yards, Condo Exhibit, 03.20.2019

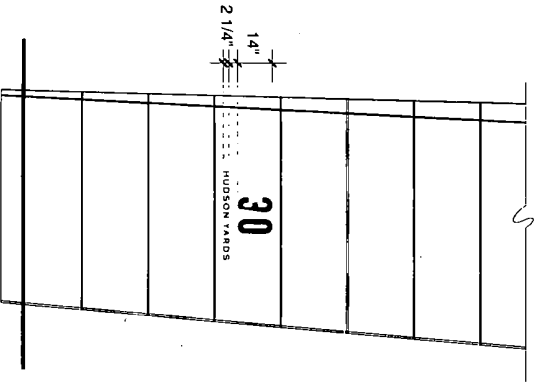
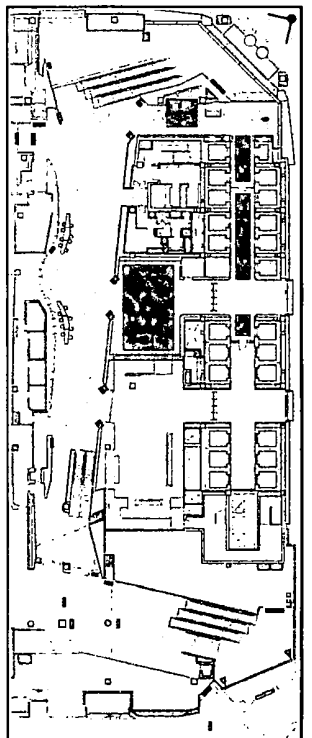


WARNER MEDIA

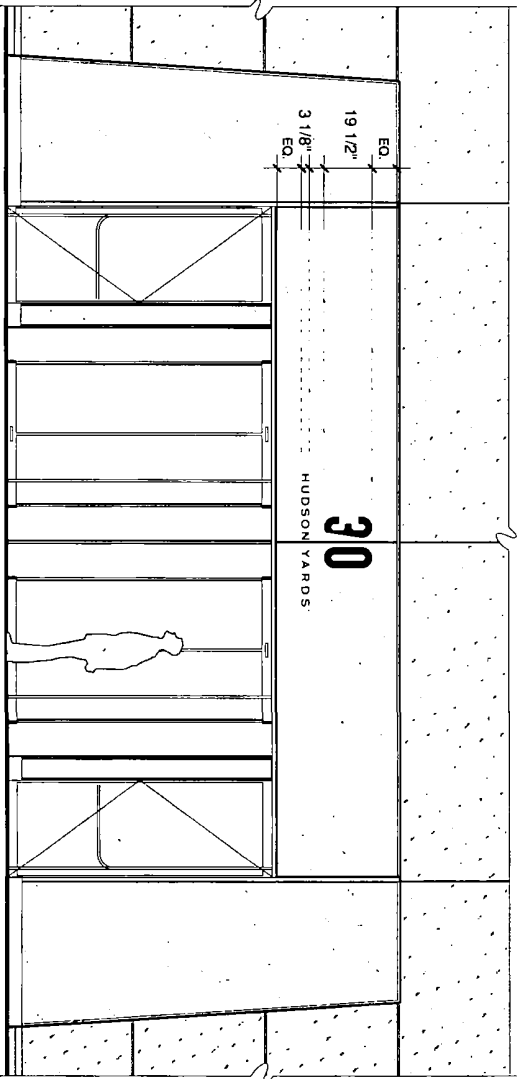
Legend

- Tenant Signage
- Kiosk/Totem Signage
- Retail Identifier
- Wayfinding Signage
- Elevator Range/Lobby Identification
- Building Identification

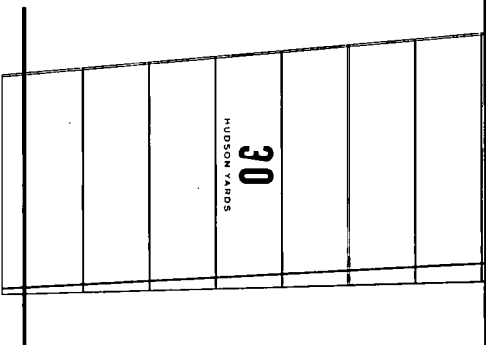
Total SF = 33 SF



North Column - North Elevation



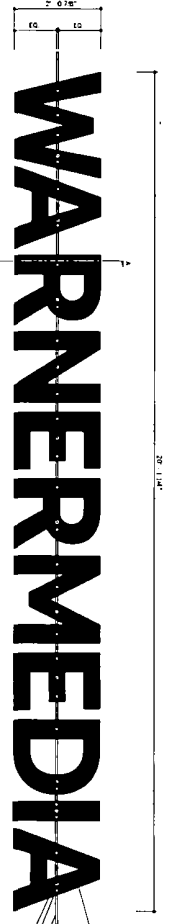
Entry Vestibule - Front Elevation



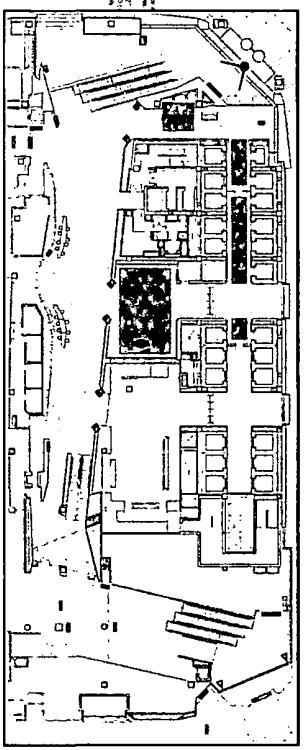
West Column - West Elevation

Northwest Lobby Entrance, Elevation  
30 Hudson Yards, Condo Exhibit, 03.20.2019

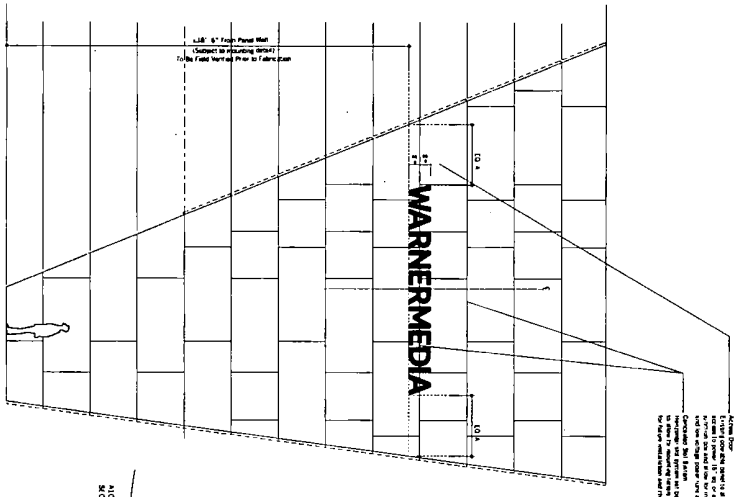
Total SF = 60.5 SF



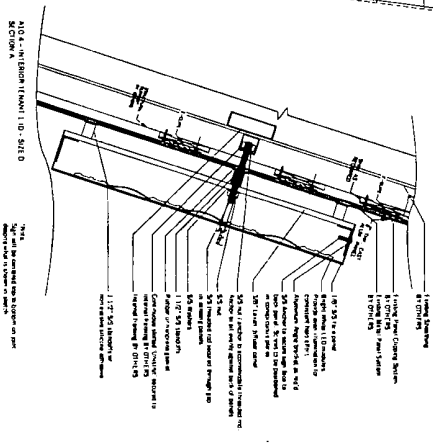
A12.1 - INTERIOR VIEW 1 (D - SITE 0)  
FROM VIEW



Legend	
	Tenant Signage
	Kiosk/Totem Signage
	Retail Identifier
	Wayfinding Signage
	Elevator Range/Lobby Identification
	Building Identification



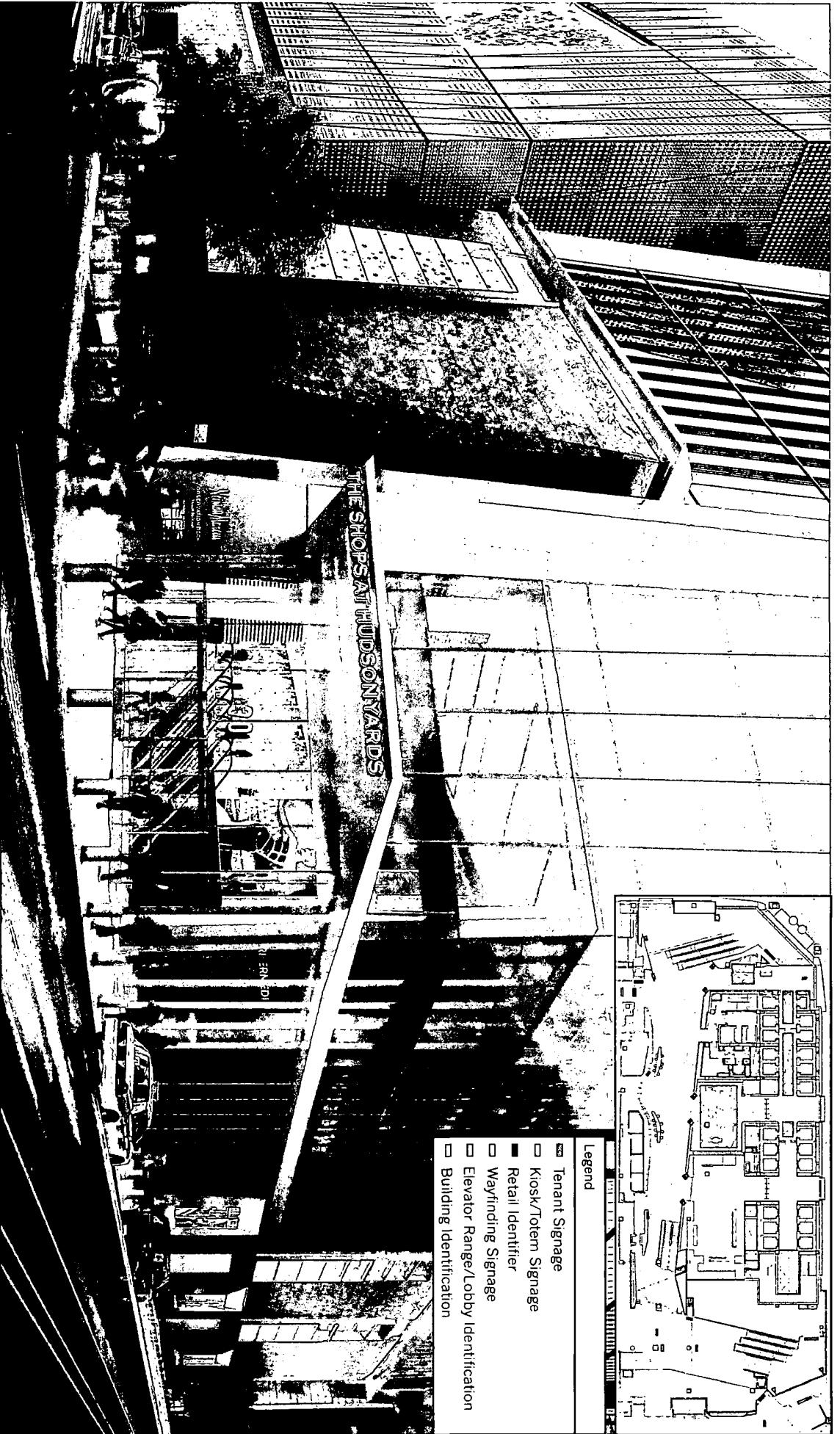
A12.2 - INTERIOR VIEW 1 (D - SITE 0)  
ELEVATION



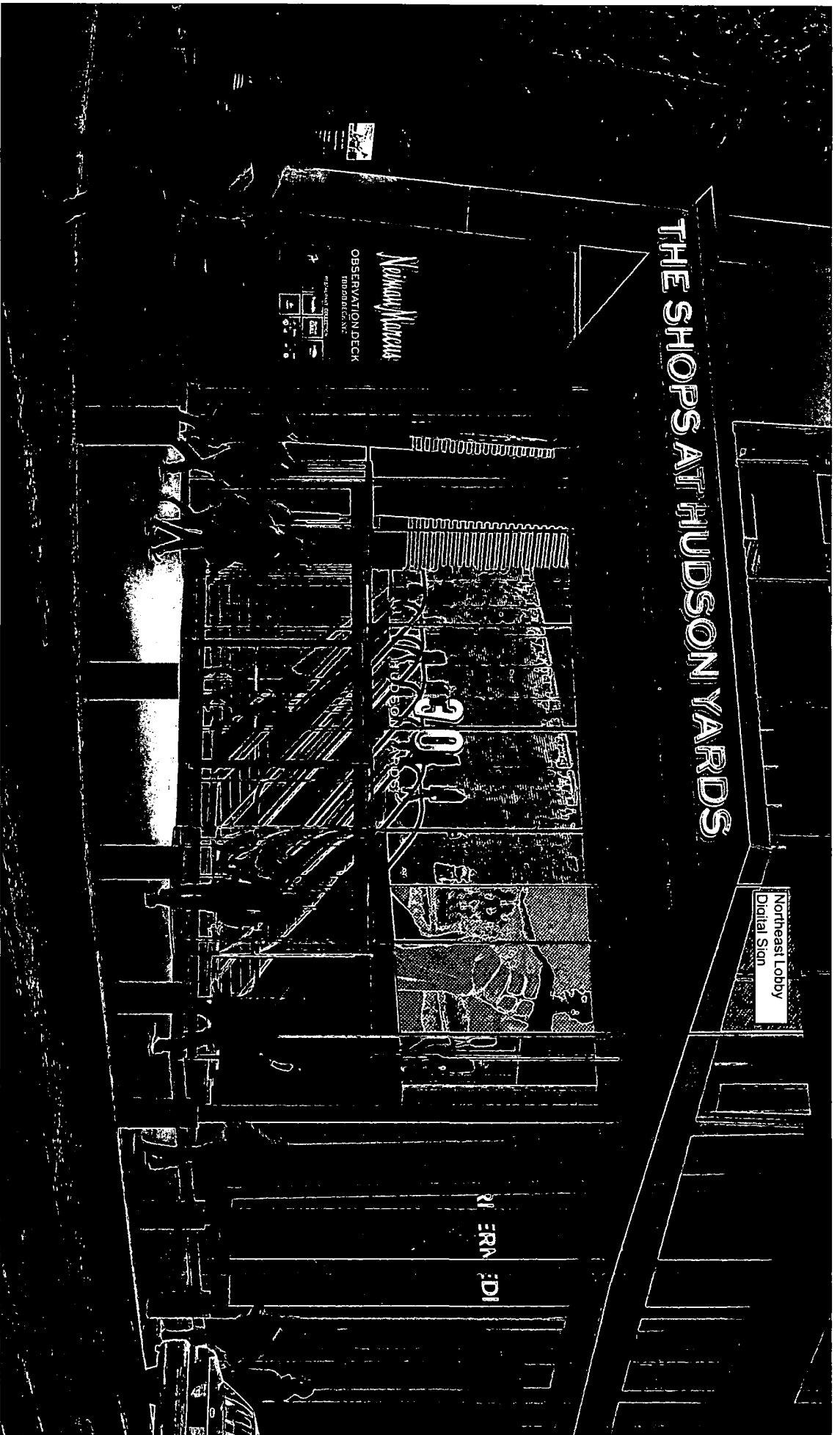
A12.3 - INTERIOR VIEW 1 (D - SITE 0)  
PERSPECTIVE

Northwest Lobby Entrance, Elevation  
30 Hudson Yards, Condo Exhibit, 03.20.2019





Northeast Lobby Entrance, Rendering  
 30 Hudson Yards, Condo Exhibit, 03.20.2019

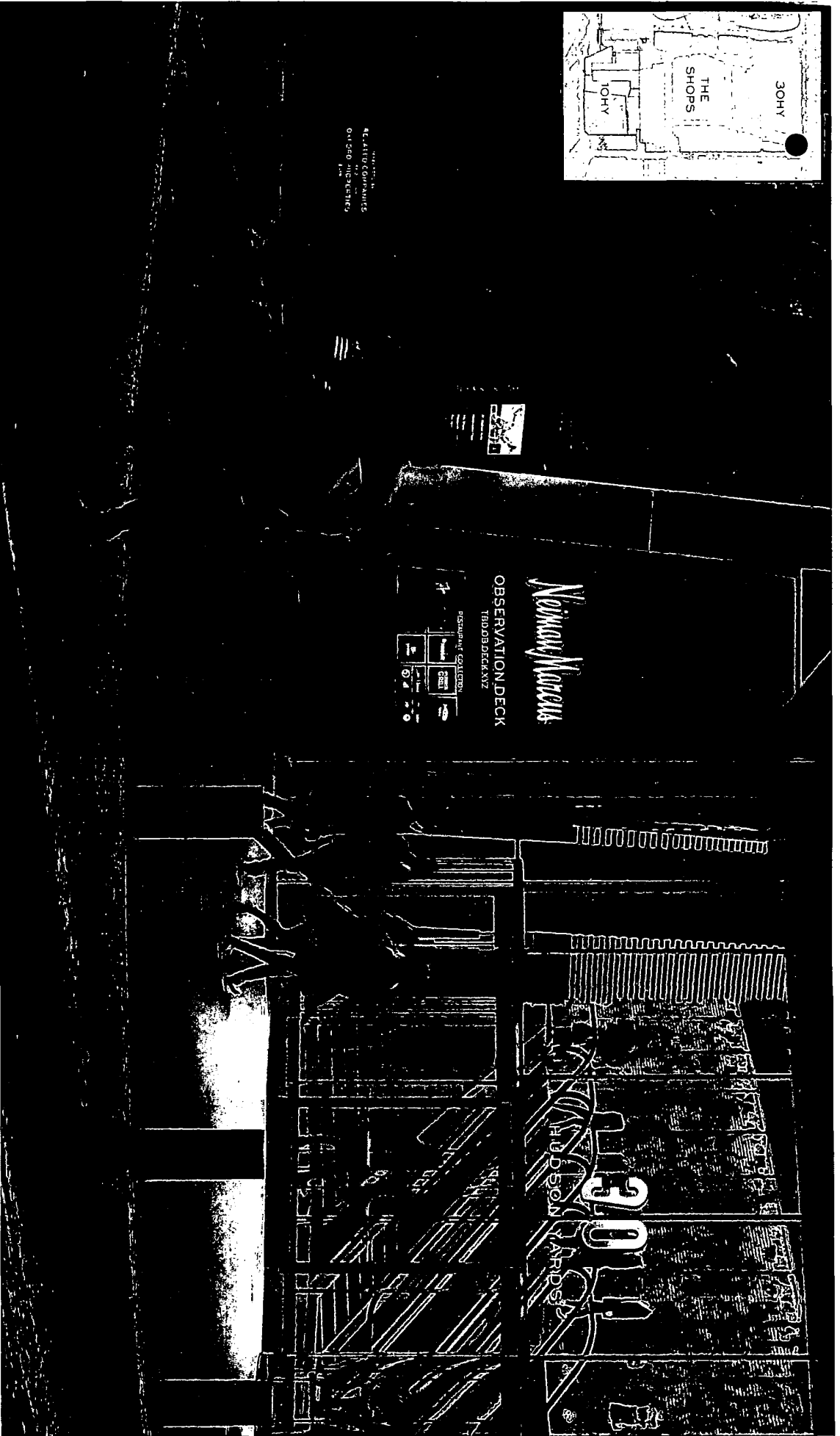


Northeast Lobby Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

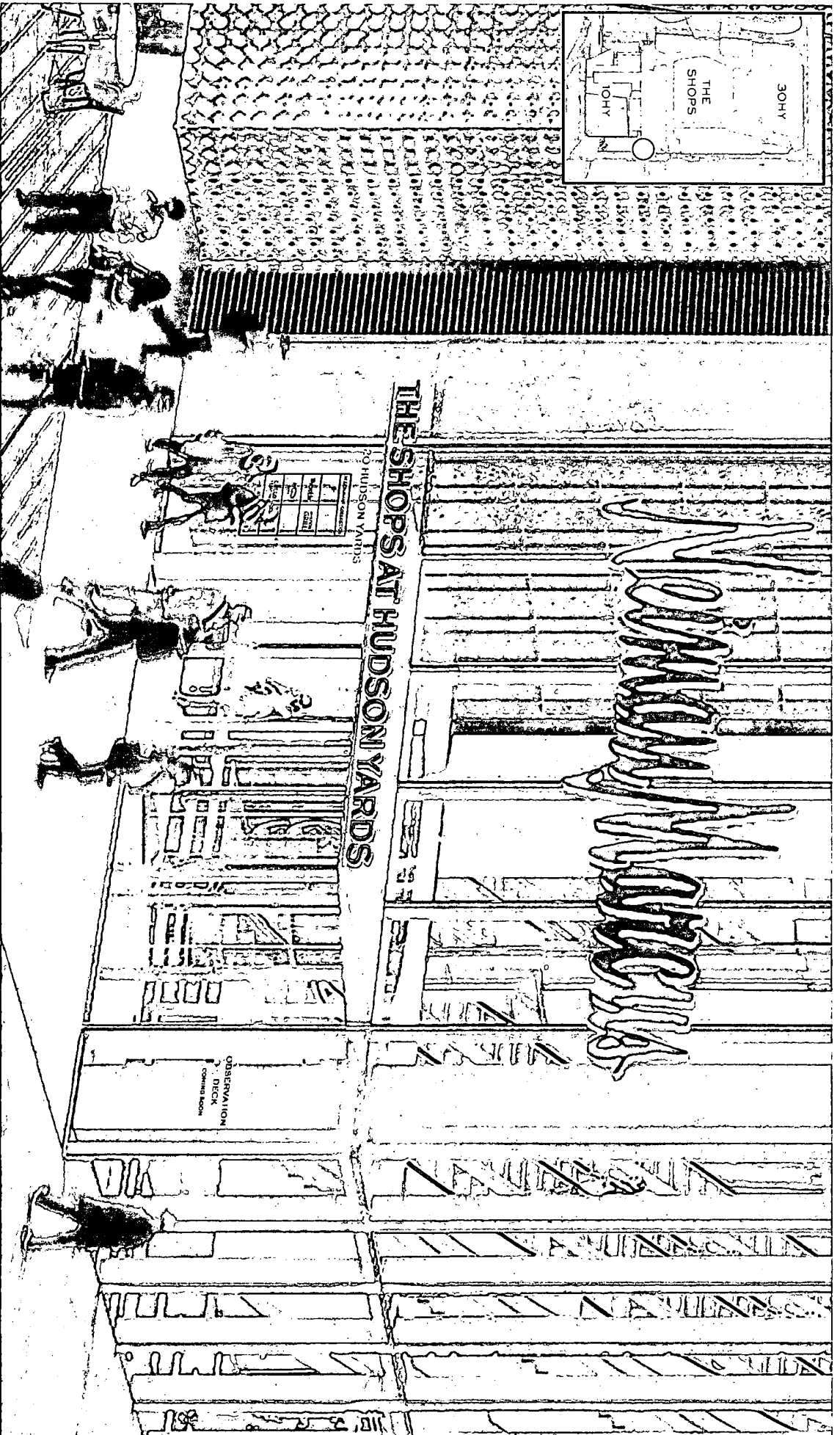


30 Hudson Yards  
Building Identity and Signage

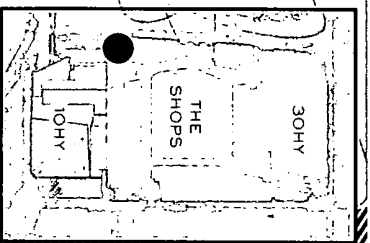
Observation Deck



Observation Deck, Northeast Lobby Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019



Observation Deck, Southeast Retail Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

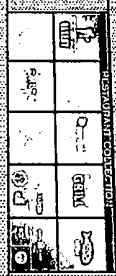


# Vincent Verrilli

THE SHOPS AT HUDSON YARDS

20 HUDSON YARDS

OBSERVATION DECK  
COMING SOON

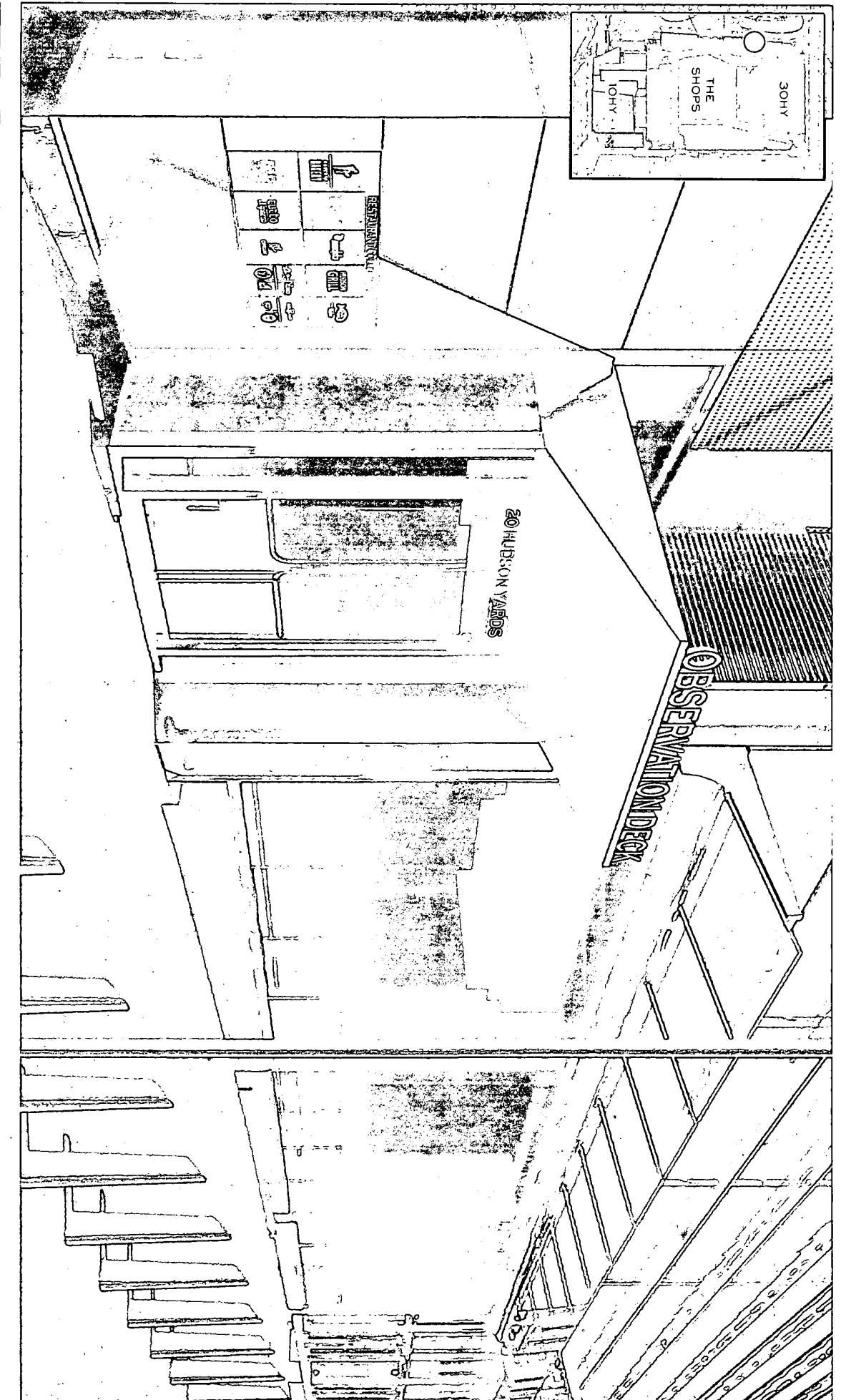


Observation Deck, Southwest Retail Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019



Observation Deck, West Retail Atrium Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

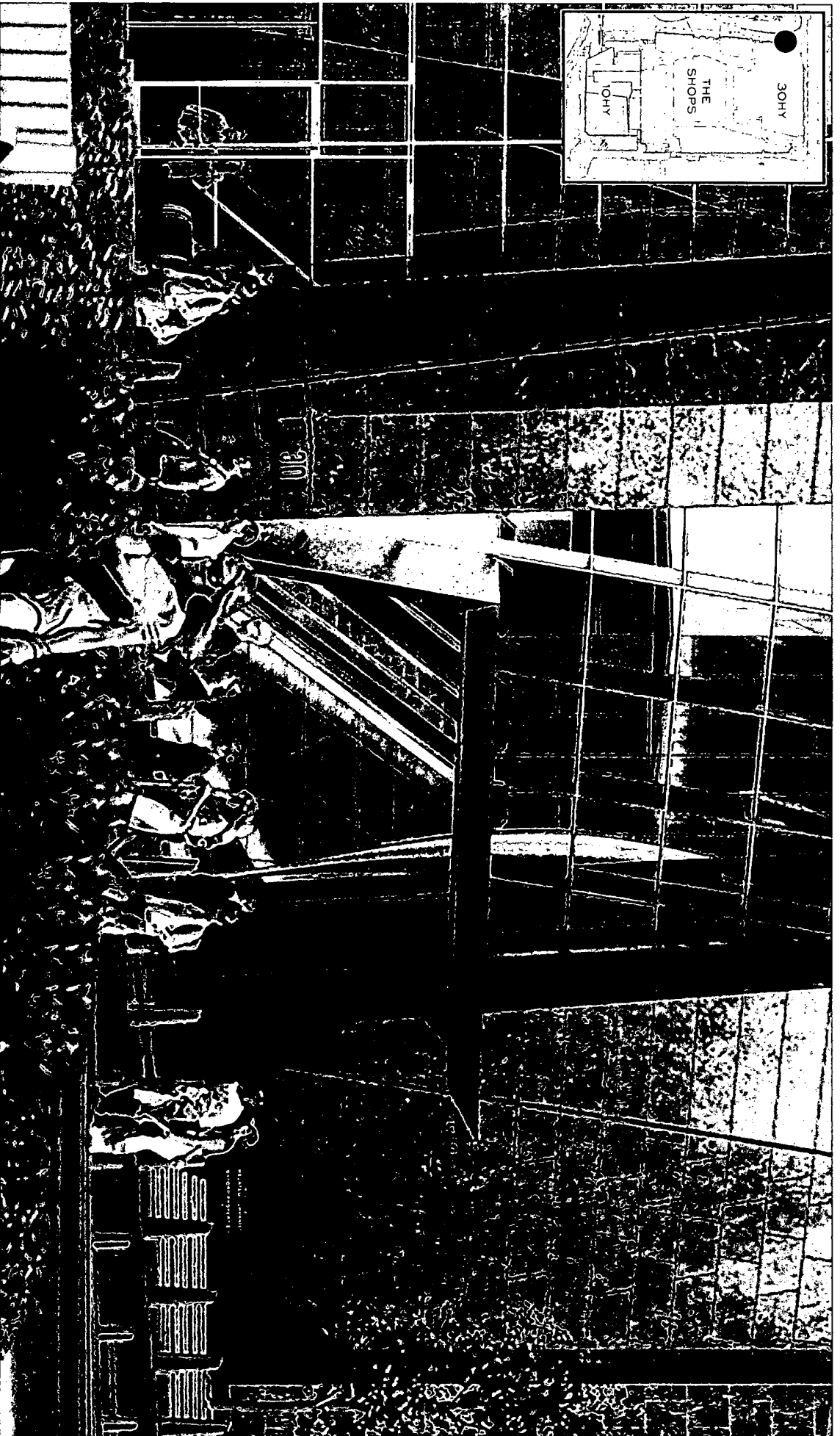




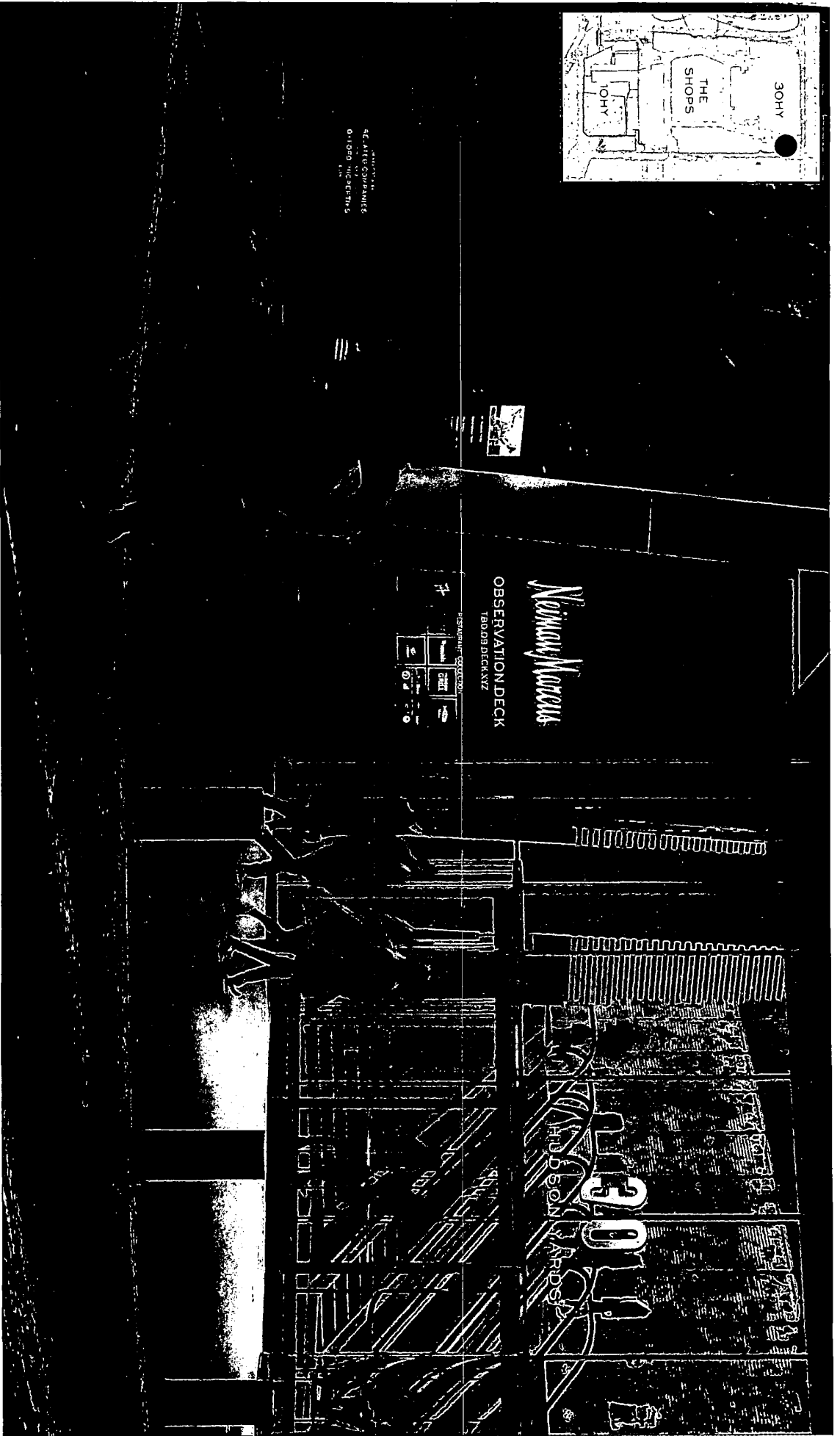
Observation Deck, Northwest Retail Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.18.2019

30 Hudson Yards  
Building Identity and Signage

Cornerstone



Northwest Lobby Entrance Cornerstone, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

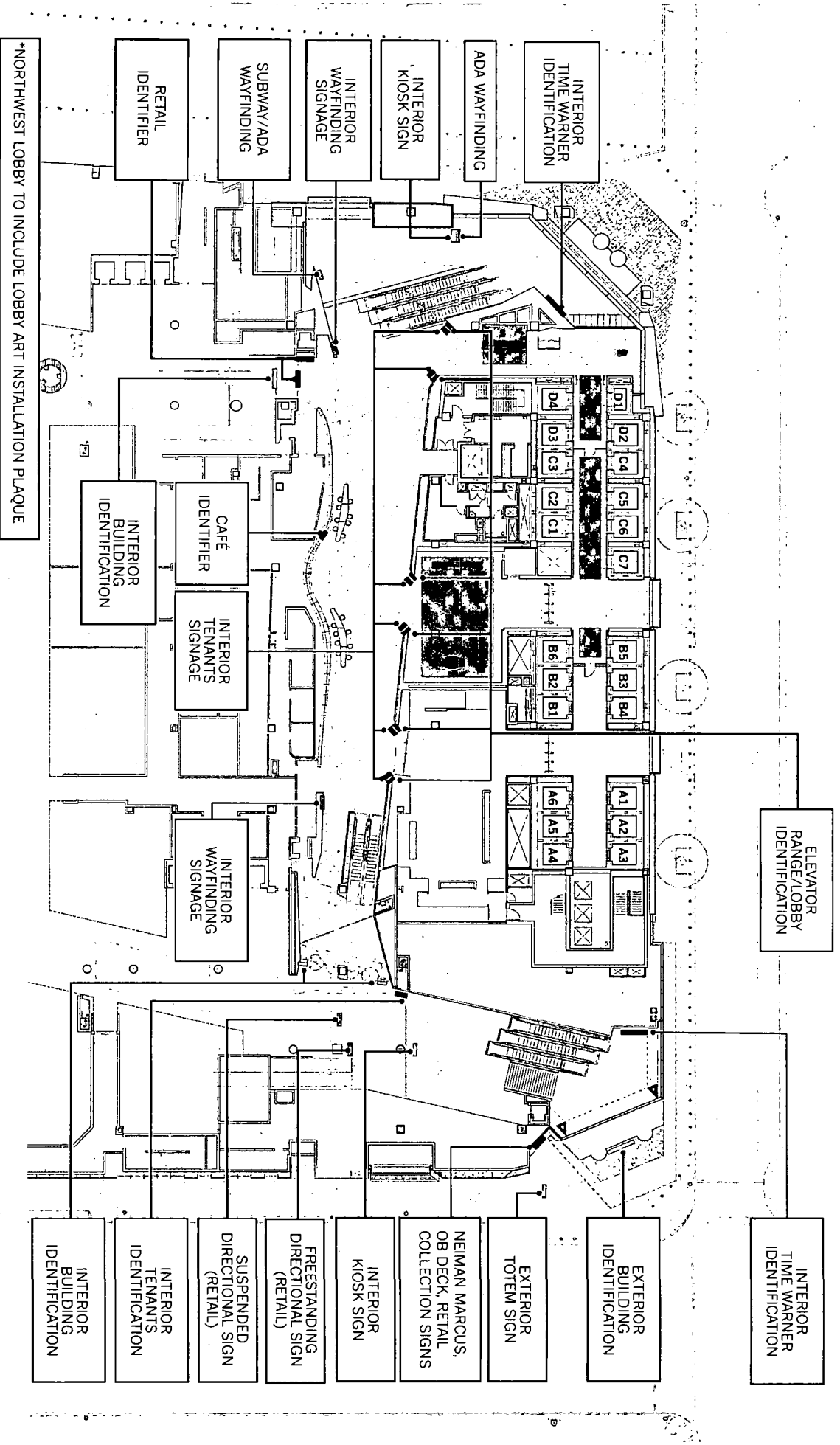


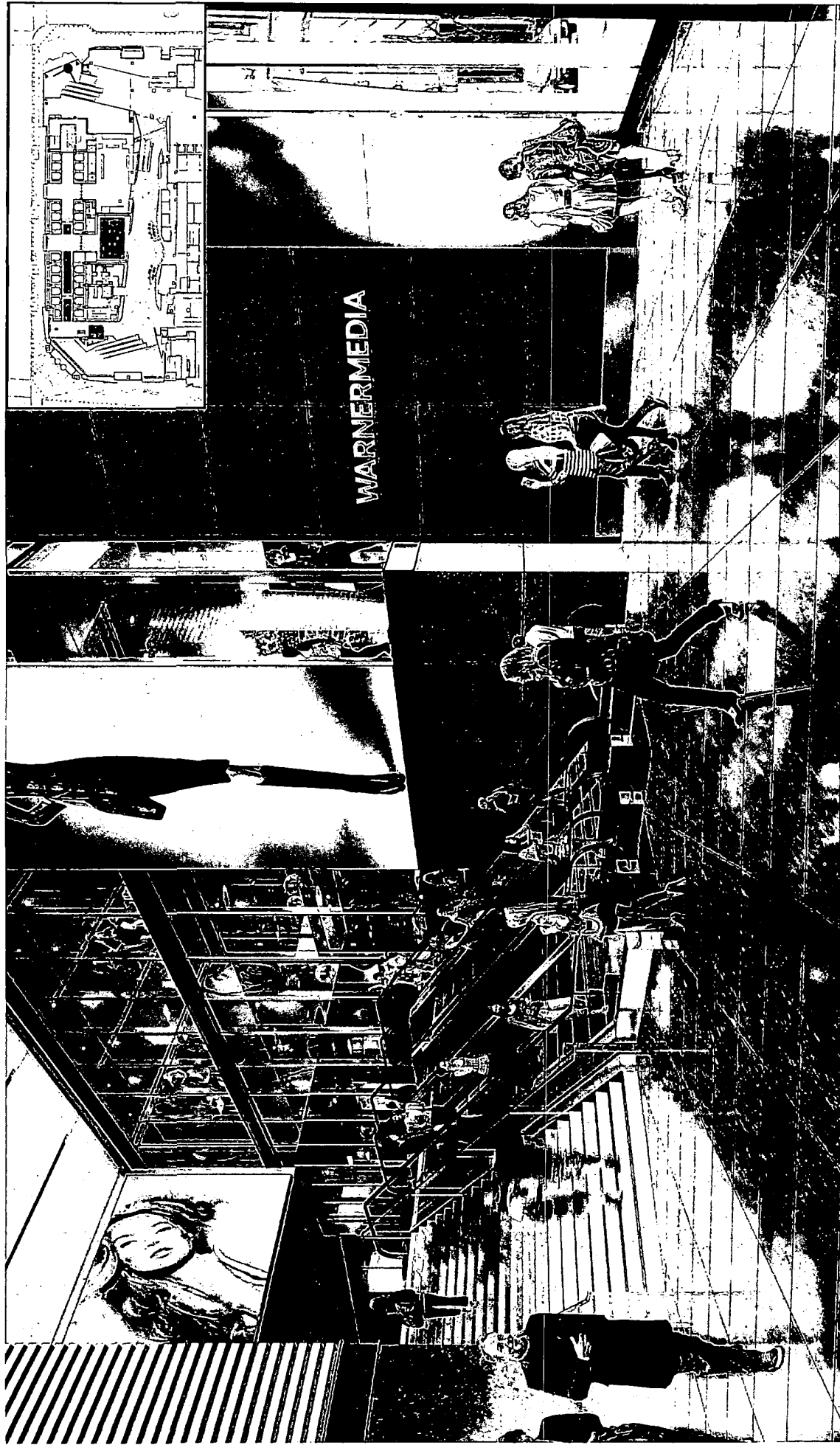
Northeast Lobby Entrance Cornerstone, Rendering  
30 Hudson Yards, Condo Exhibit, 03.18.2019

Pentagram

30 Hudson Yards  
Building Identity and Signage

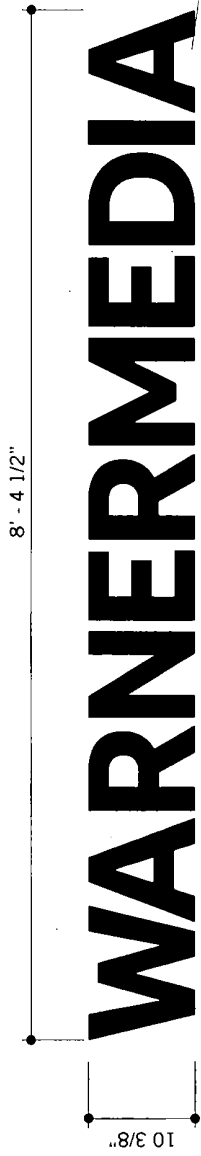
Lobby Signage



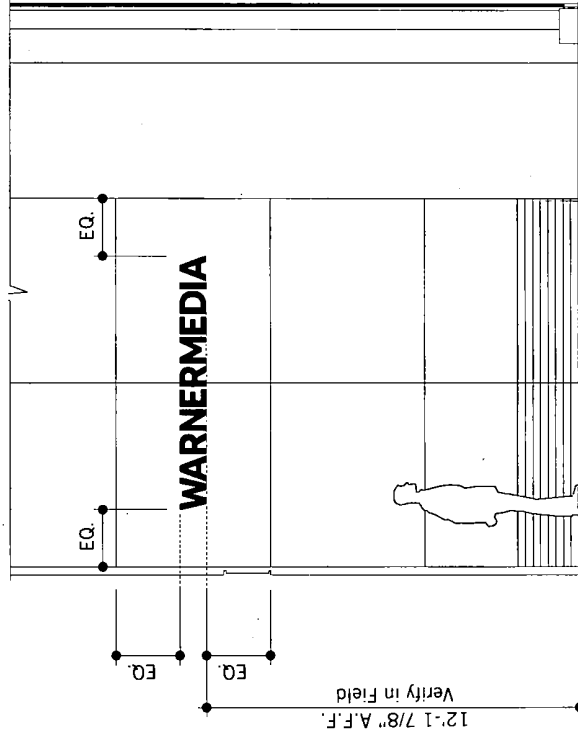


Northeast Lobby Entrance, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

Total SF = 10.5 SF

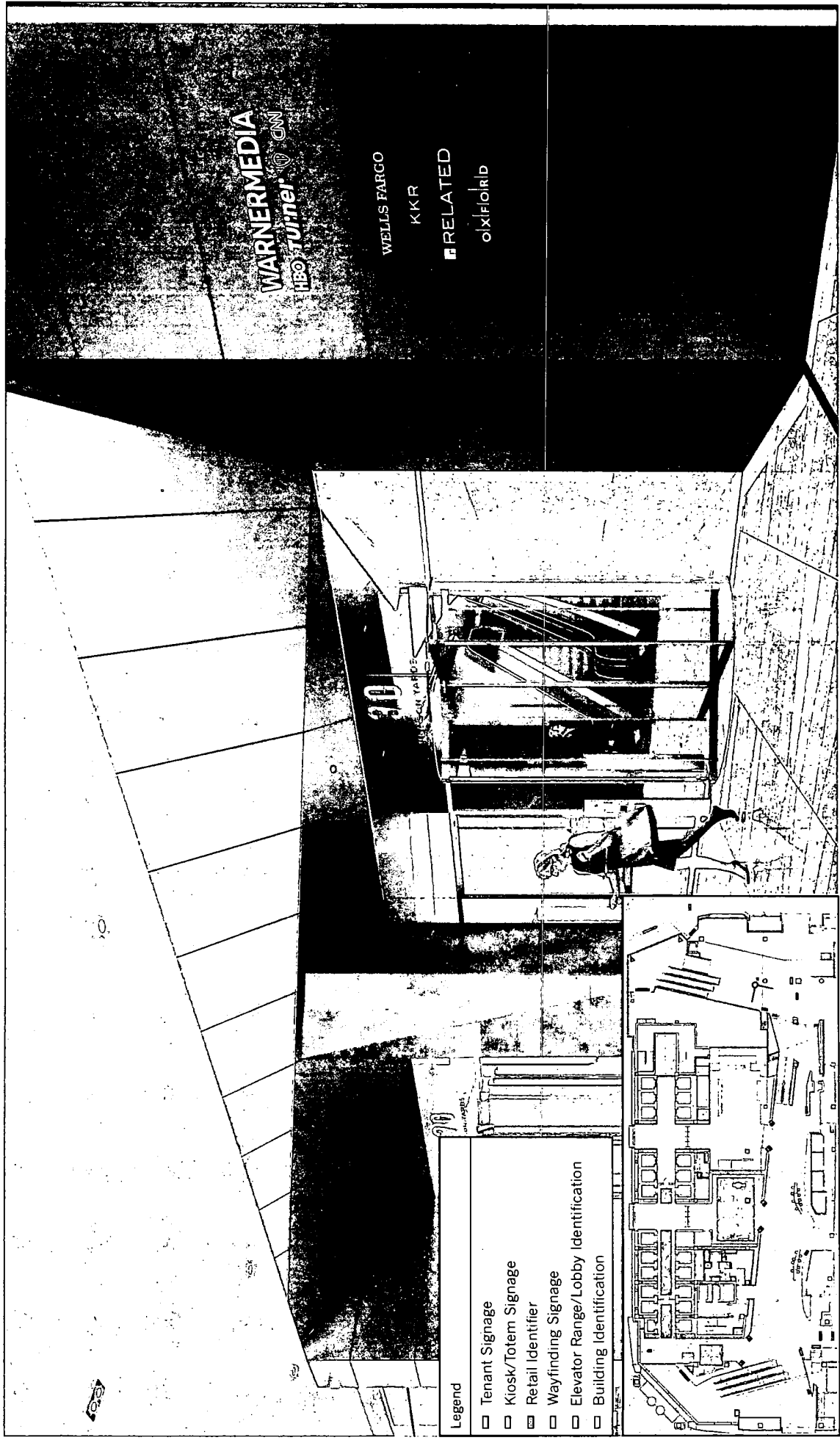


A10.3 - INTERIOR TENANT 1 ID - SIZE C  
FRONT VIEW



A10.3 - INTERIOR TENANT 1 ID - SIZE C  
ELEVATION





East Lobby Retail Entrance, Rendering  
 30 Hudson Yards, Condo Exhibit, 03.20.2019

Tenant Max SF

WarnerMedia: 2.1 SF

HBO: .25 SF

WB: .15 SF

CNN: .2 SF

Turner: .5 SF

KKR: .15 SF

Related: .6 SF

Wells Fargo: .5 SF

Oxford: 1 SF

30 HY Identifier: 2.5 SF (TOTAL 5 SF)

**WARNERMEDIA**

**HBO**

**Turner**



**CNN**

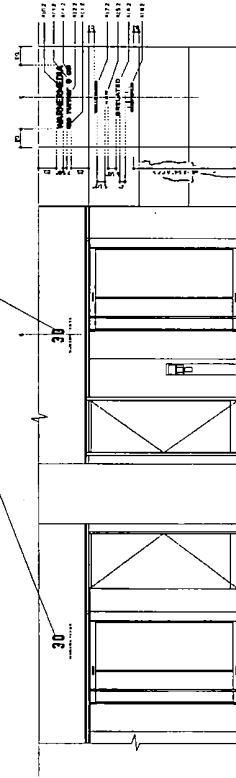
**KKR**

**RELATED**

**WELLS FARGO**

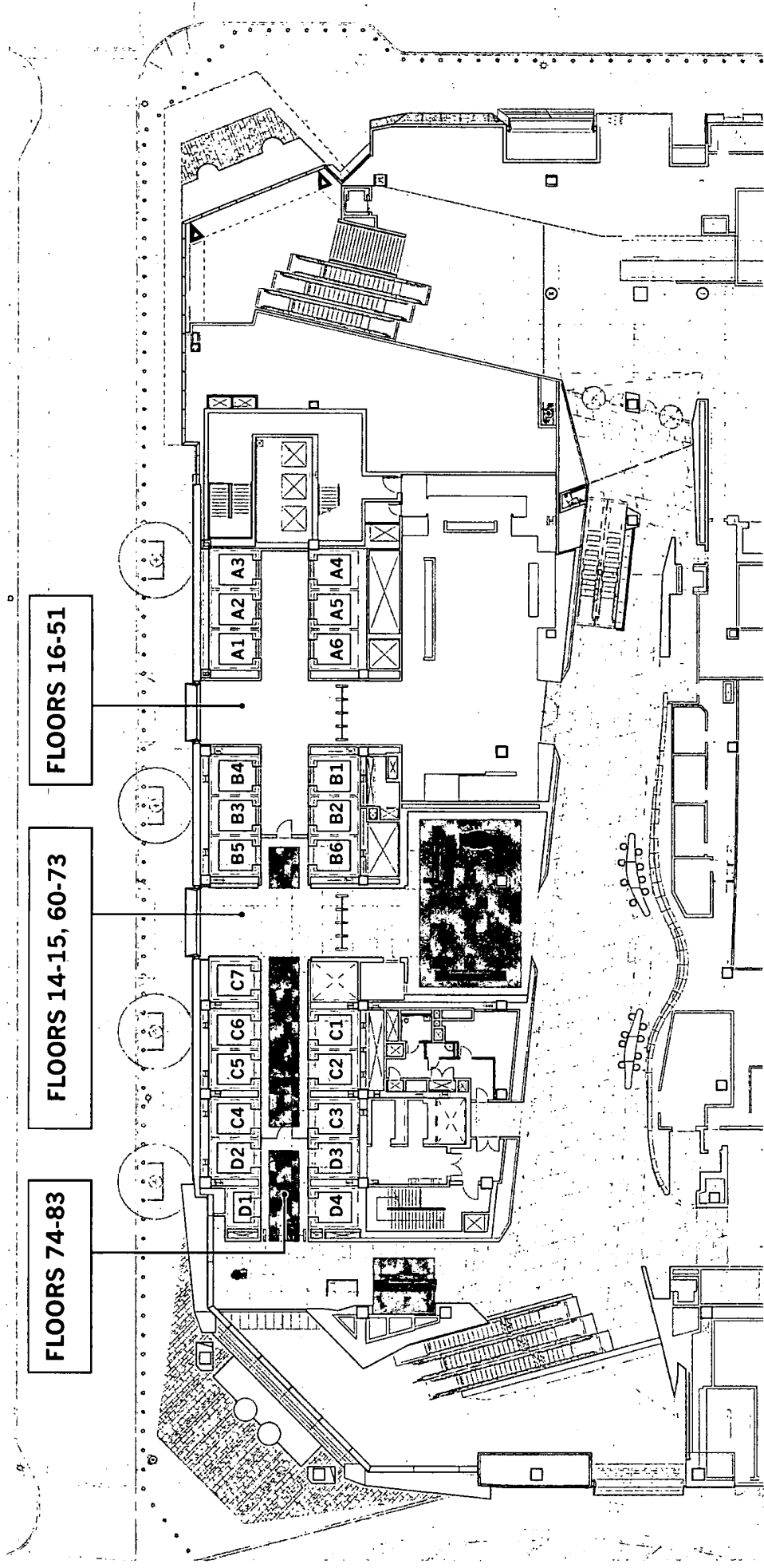
**OXFORD**

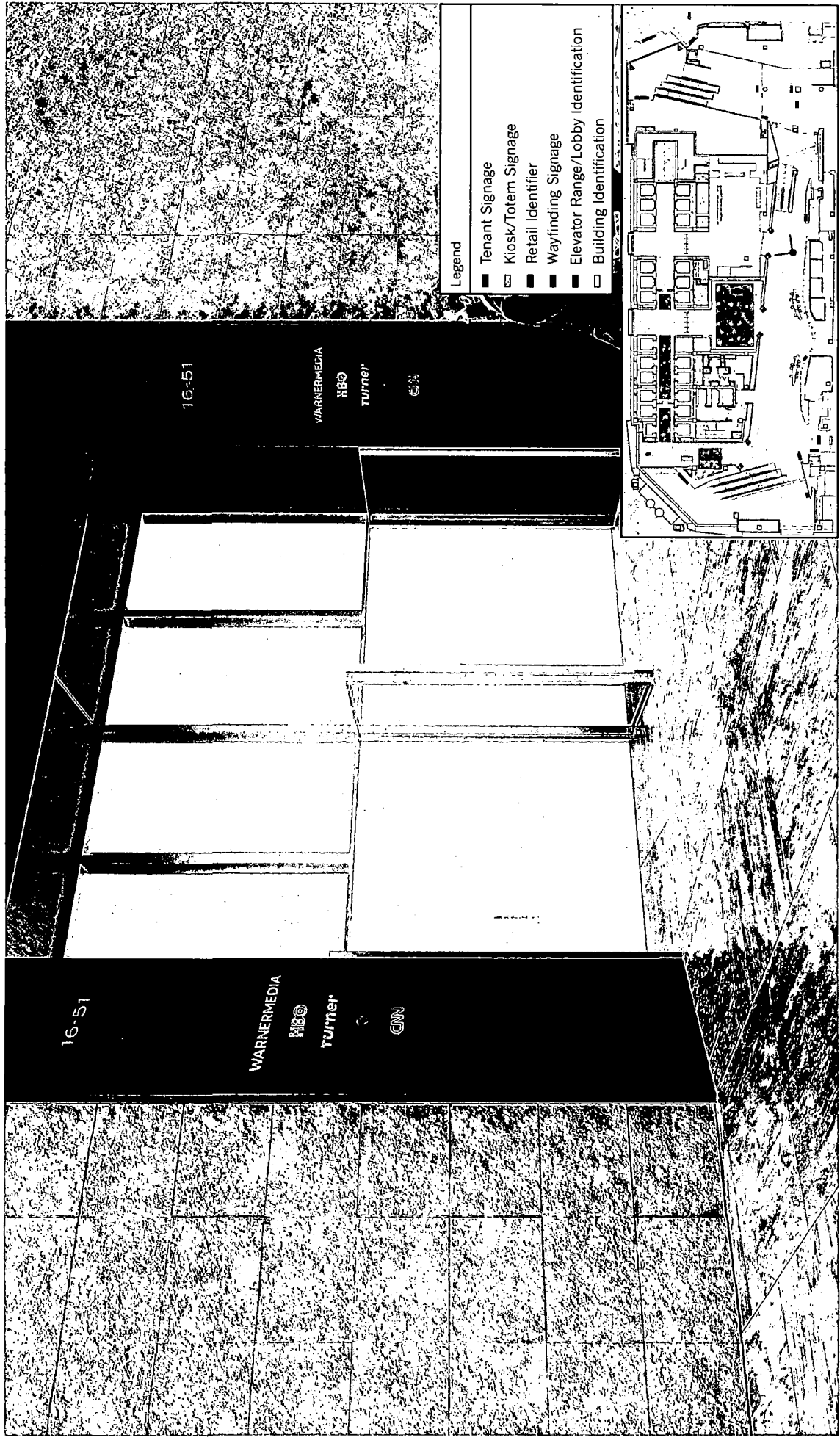
**30**  
HUDSON YARDS



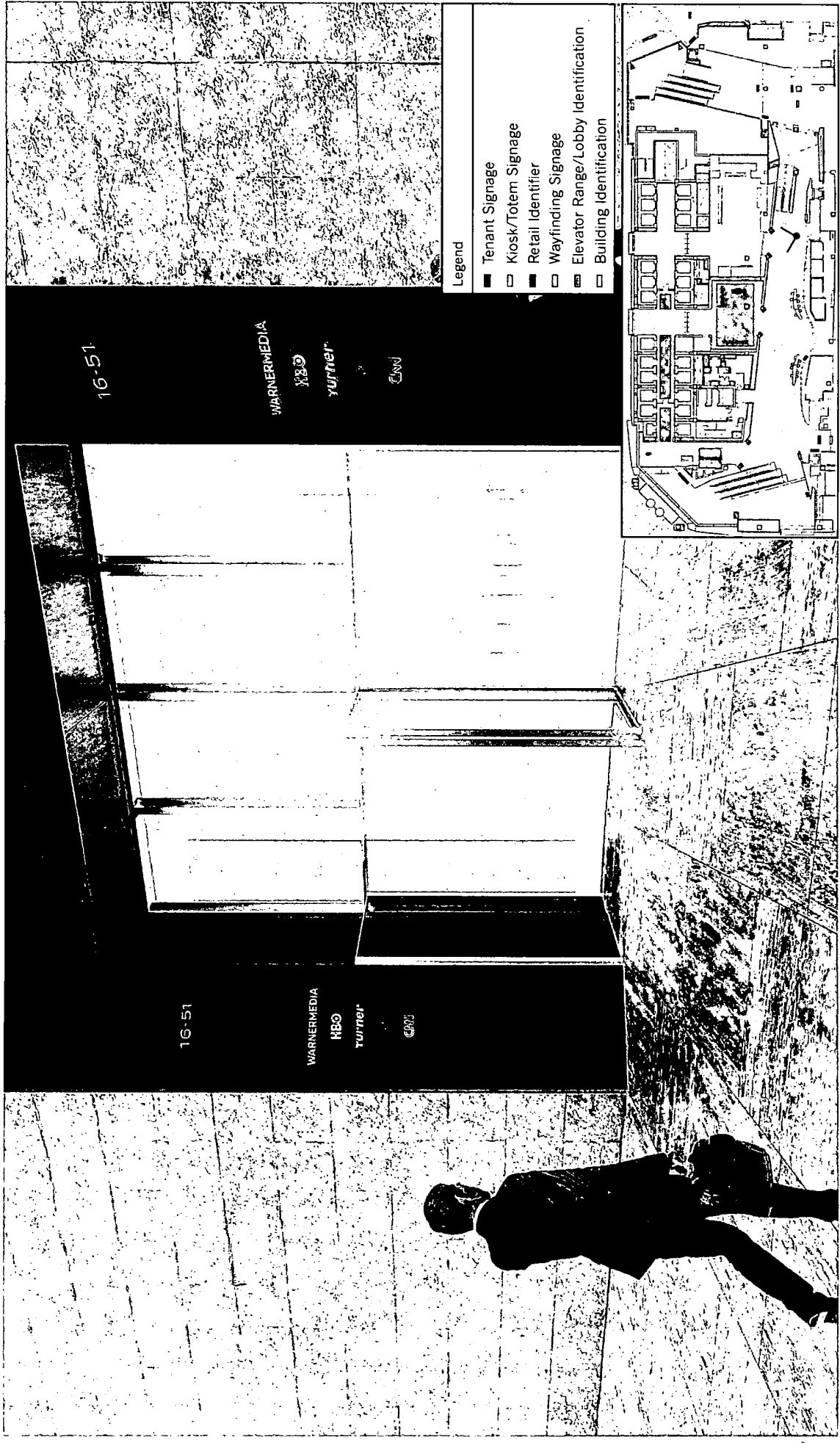
30 Hudson Yards  
Building Identity and Signage

Lobby and Wayfinding Signage





Dedicated Portal - TW Unit, Rendering  
 30 Hudson Yards, Condo Exhibit, 03.20.2019

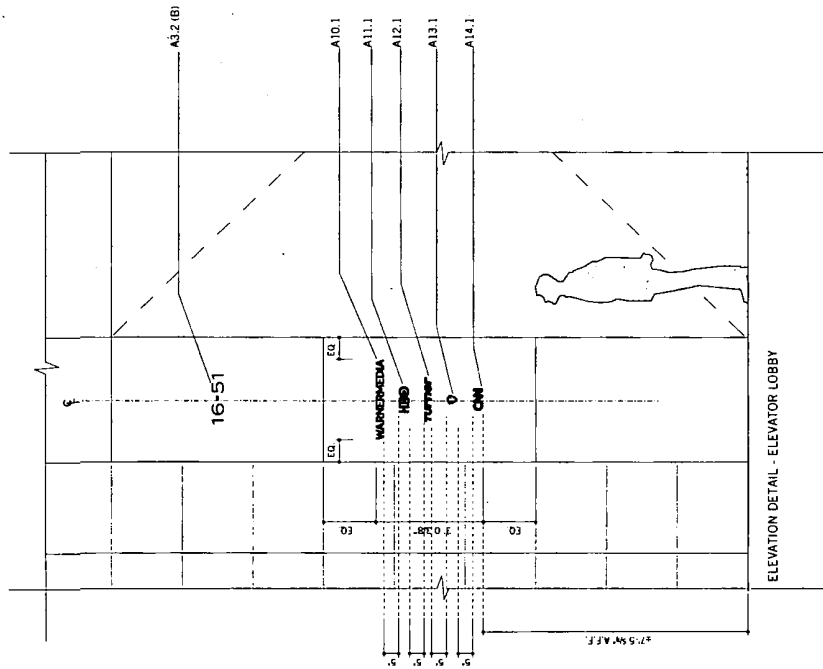


Dedicated Portal - TW Unit, Rendering  
 30 Hudson Yards, Condo Exhibit, 03.20.2019

Tenant Max SF  
 WarnerMedia: .75 SF  
 HBO: .25 SF  
 WB: .1 SF  
 CNN: .25 SF  
 Turner: .5 SF

2.23 SF

# WARNERMEDIA

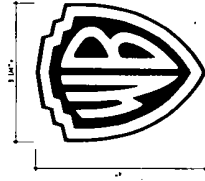


A10.1  
FRONT VIEW

1.31

# HBO

A11.1  
FRONT VIEW



A12.1  
FRONT VIEW

1.23

# Turner

A13.1  
FRONT VIEW

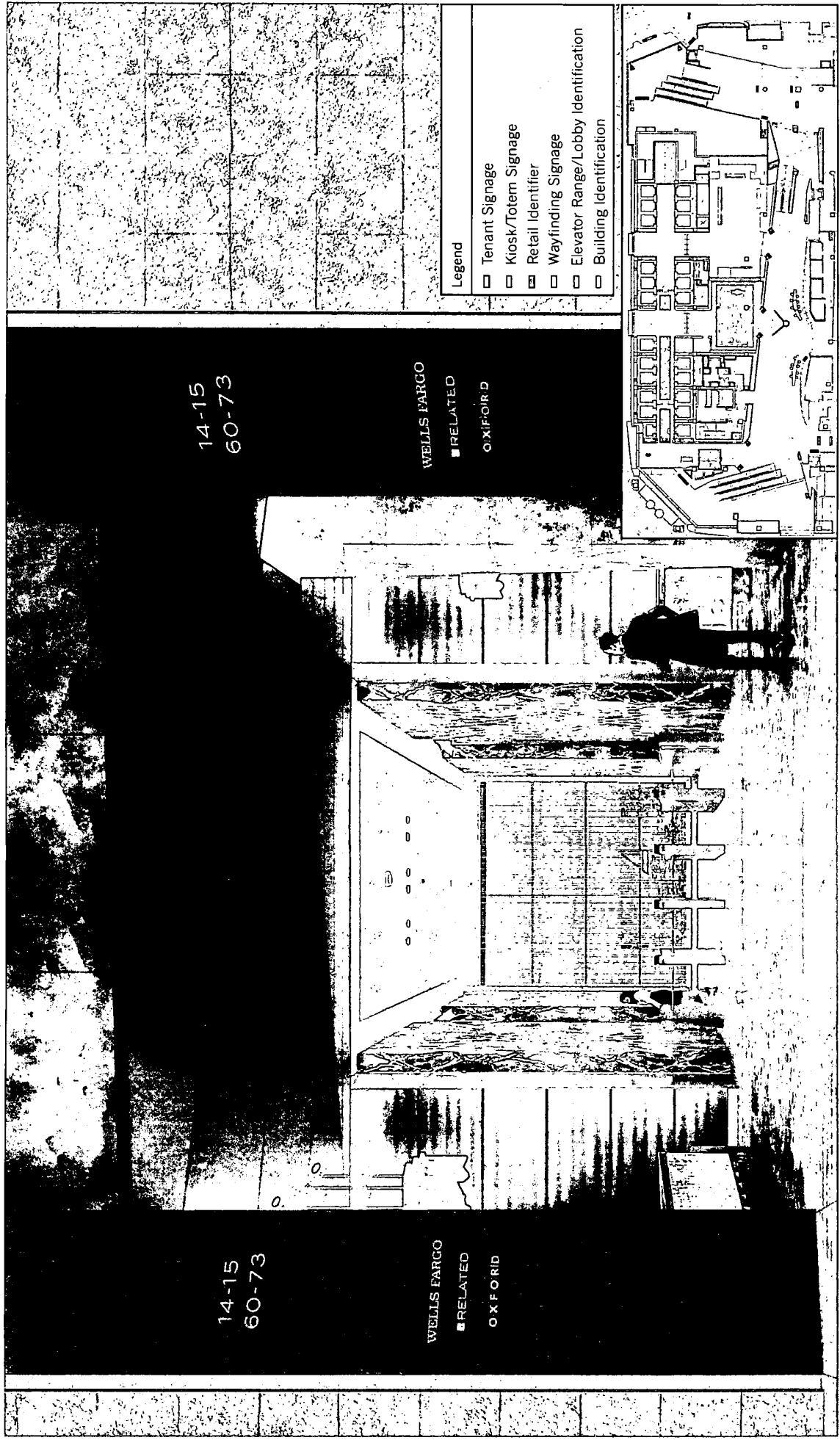
1.46

# CNN

A14.1  
FRONT VIEW

Dedicated Portal - TW Unit, Tenant Signs, Elevation and Sign Details  
 30 Hudson Yards, Condo Exhibit; 03.20.2019

Pentagram



Floor 01 Office Lobby Shared Portal, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019





14-15  
60-73

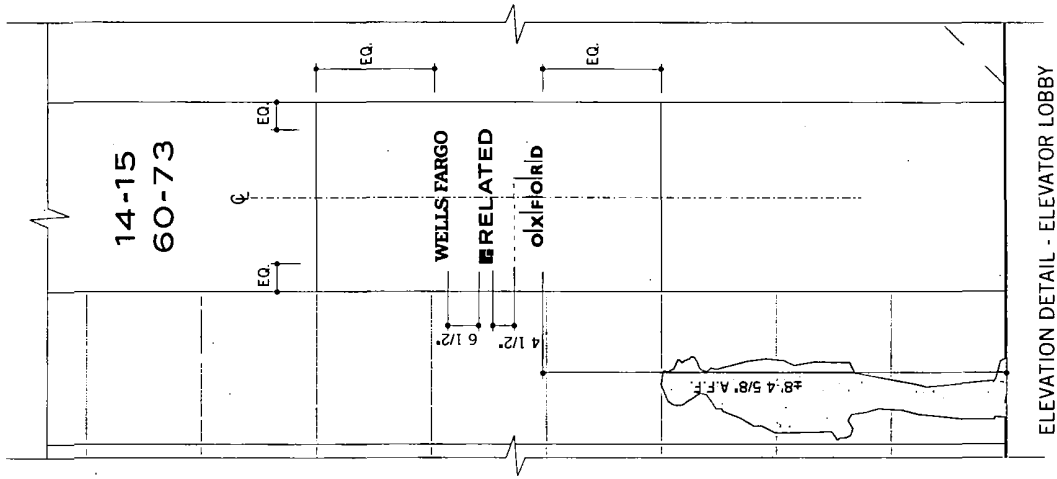
WELLS FARGO  
RELATED  
OXFORD

14-15  
60-73

WELLS FARGO  
RELATED  
OXFORD

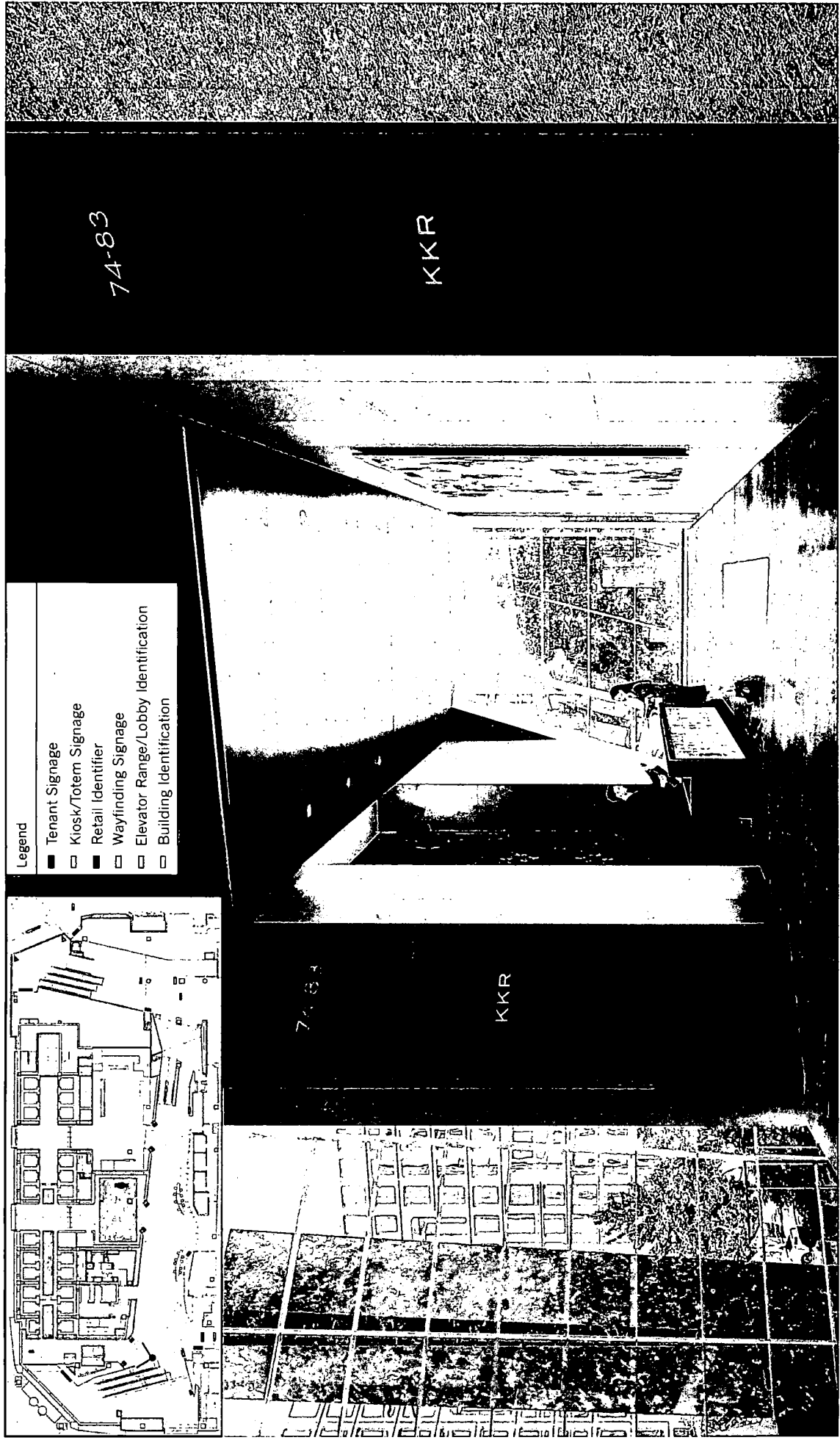
Floor 01 Office Lobby Shared Portal, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

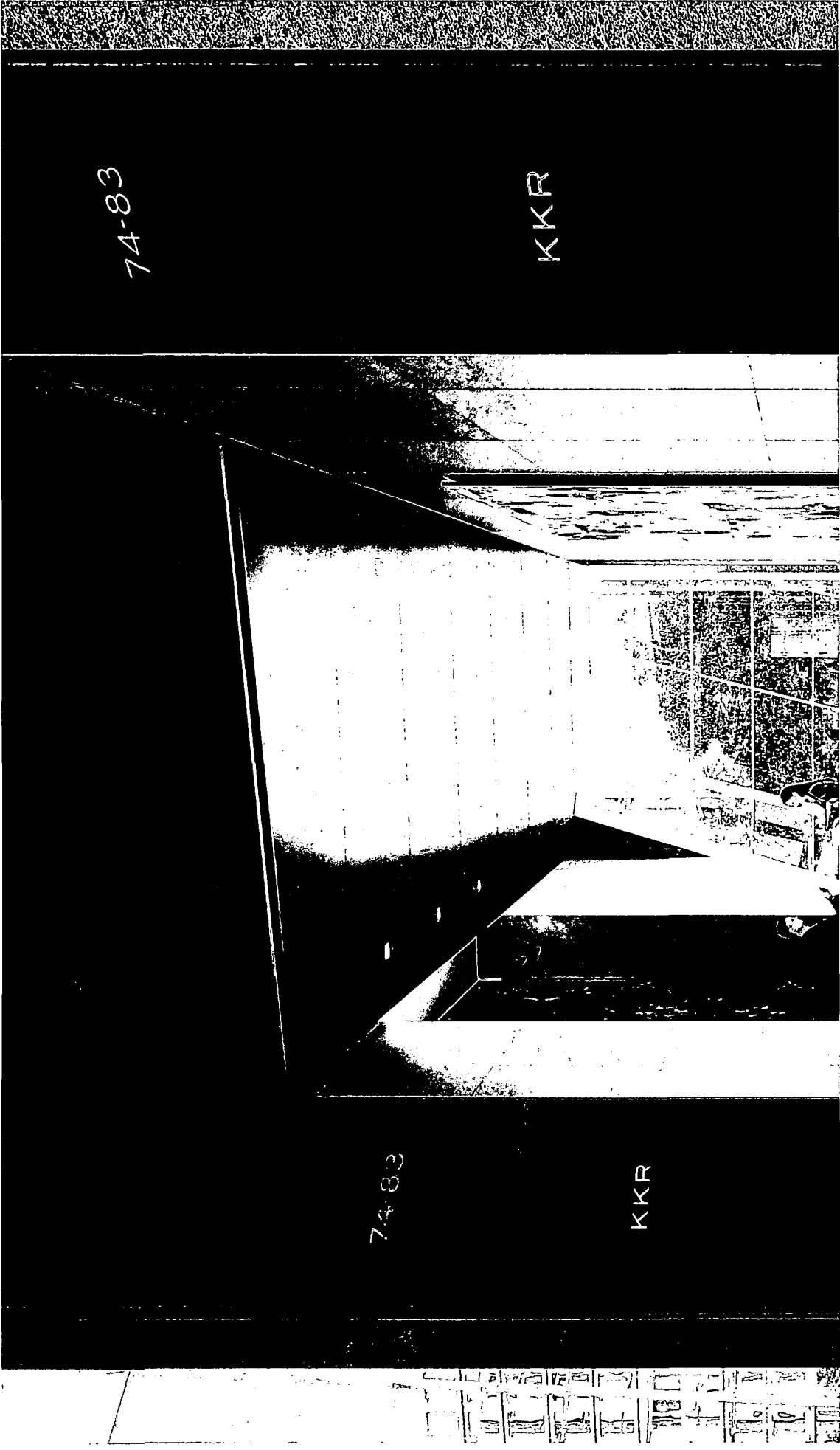
Tenant Max SF  
 Related: .5 SF  
 Wells Fargo: .5 SF  
 Oxford: 1 SF



ELEVATION DETAIL - ELEVATOR LOBBY

Floor 01 Office Lobby Shared Portal, Tenant Signs, Elevation and Sign Details  
 30 Hudson Yards, Condo Exhibit, 03.20.2019





74-83

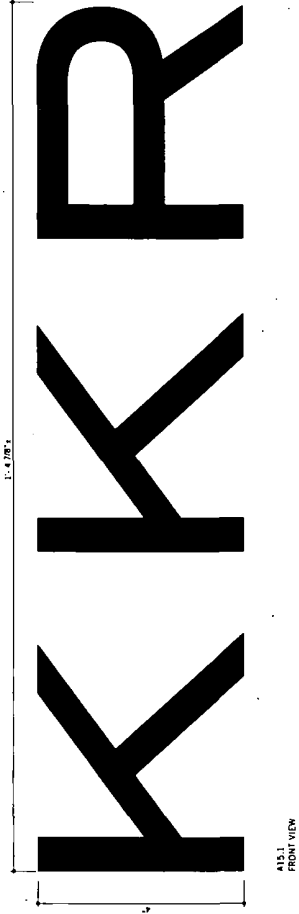
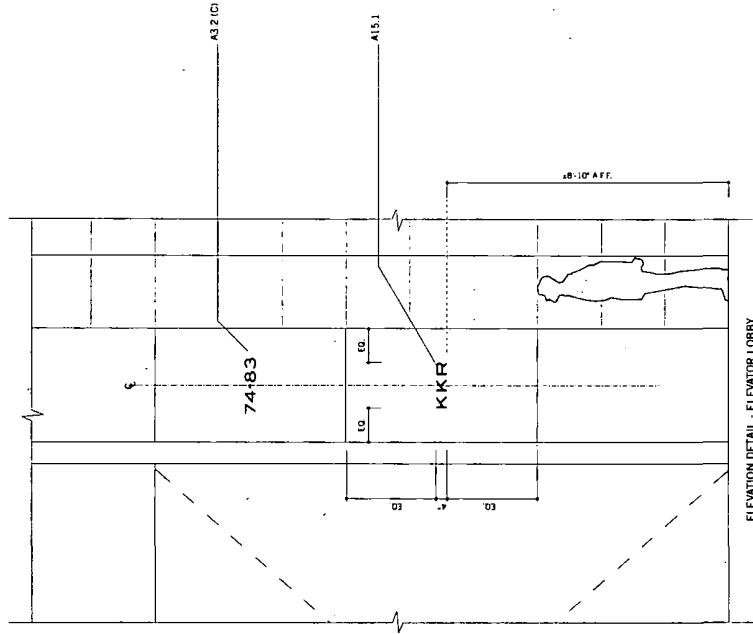
KKR

74-83

KKR

Dedicated Portal - PE Unit; Rendering  
30 Hudson Yards, Condo Exhibit; 03.20.2019

Tenant Max SF = .5 SF



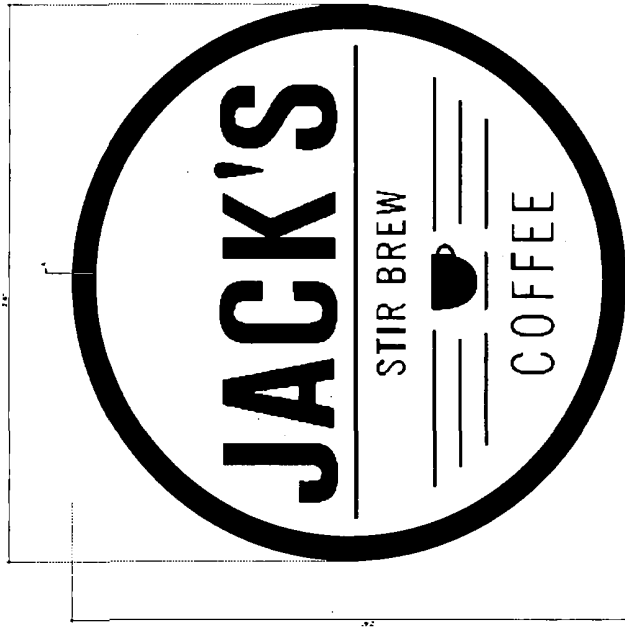
Dedicated Portal - PE Unit, Tenant Signs Elevation and Sign Detail  
30 Hudson Yards, Condo Exhibit, 03.20.2019

Pentagram

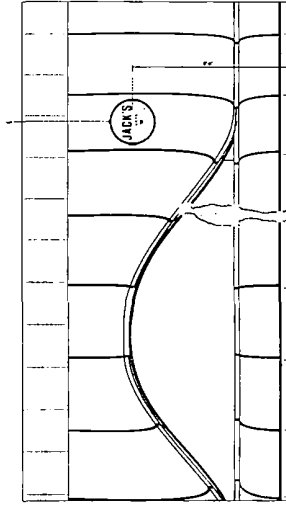


Cafe Identifier Rendering  
 30 Hudson Yards, Condo Exhibit, 03.20.2019

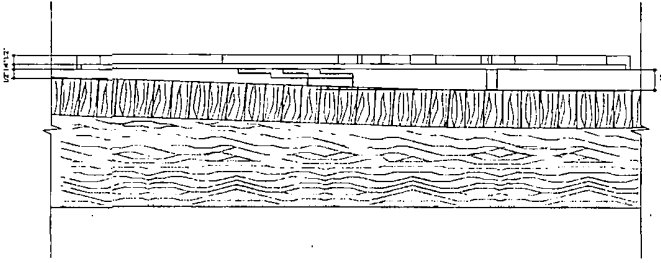
Tenant Max SF  
Café: 6.25 SF



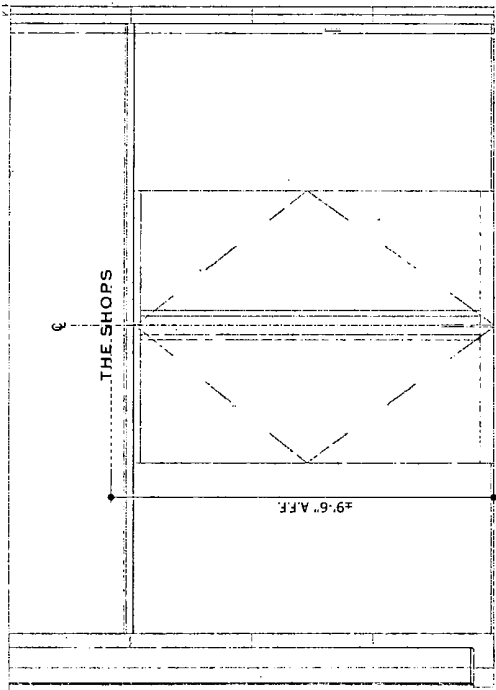
A7.4 CAFE SIGNAGE  
FRONT VIEW



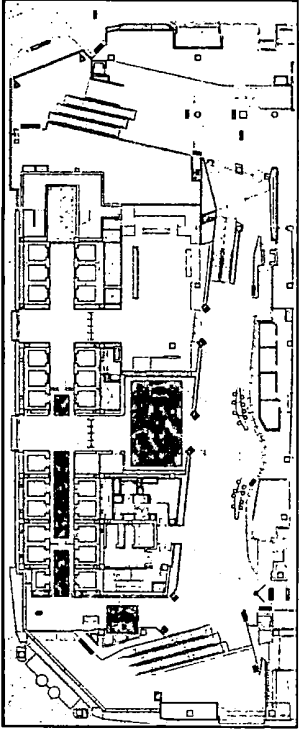
ELEVATION DETAIL - LOBBY



A7.4 CAFE SIGNAGE  
SECTION A



ELEVATION DETAIL - LI ENTRY



Legend

- Tenant Signage
- Kiosk/Totem Signage
- Retail Identifier
- Wayfinding Signage
- Elevator Range/Lobby Identification
- Building Identification

2' - 8 1/4" ±

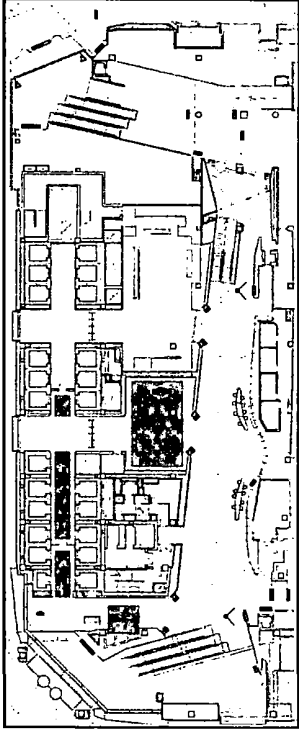
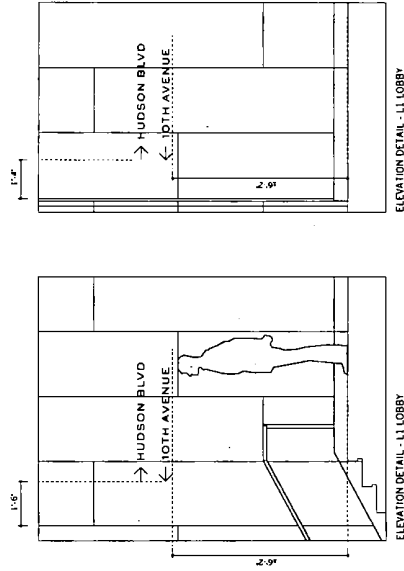
# THE SHOPS

3" (TYP.)

A7.2 RETAIL IDENTIFICATION  
FRONT VIEW  
(SHOWN AS EXAMPLE ONLY)

Upper Lobby Retail Link, South, Elevation and Sign Detail  
30 Hudson Yards, Condo Exhibit, 03.20.2019



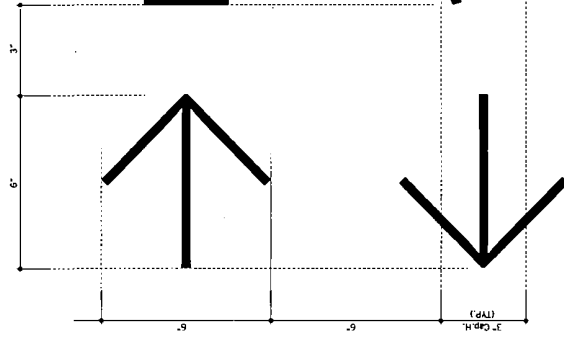


Legend

- Tenant Signage
- Kiosk/Totem Signage
- Retail Identifier
- Wayfinding Signage
- Elevator Range/Lobby Identification
- Building Identification

HUDSON BLVD

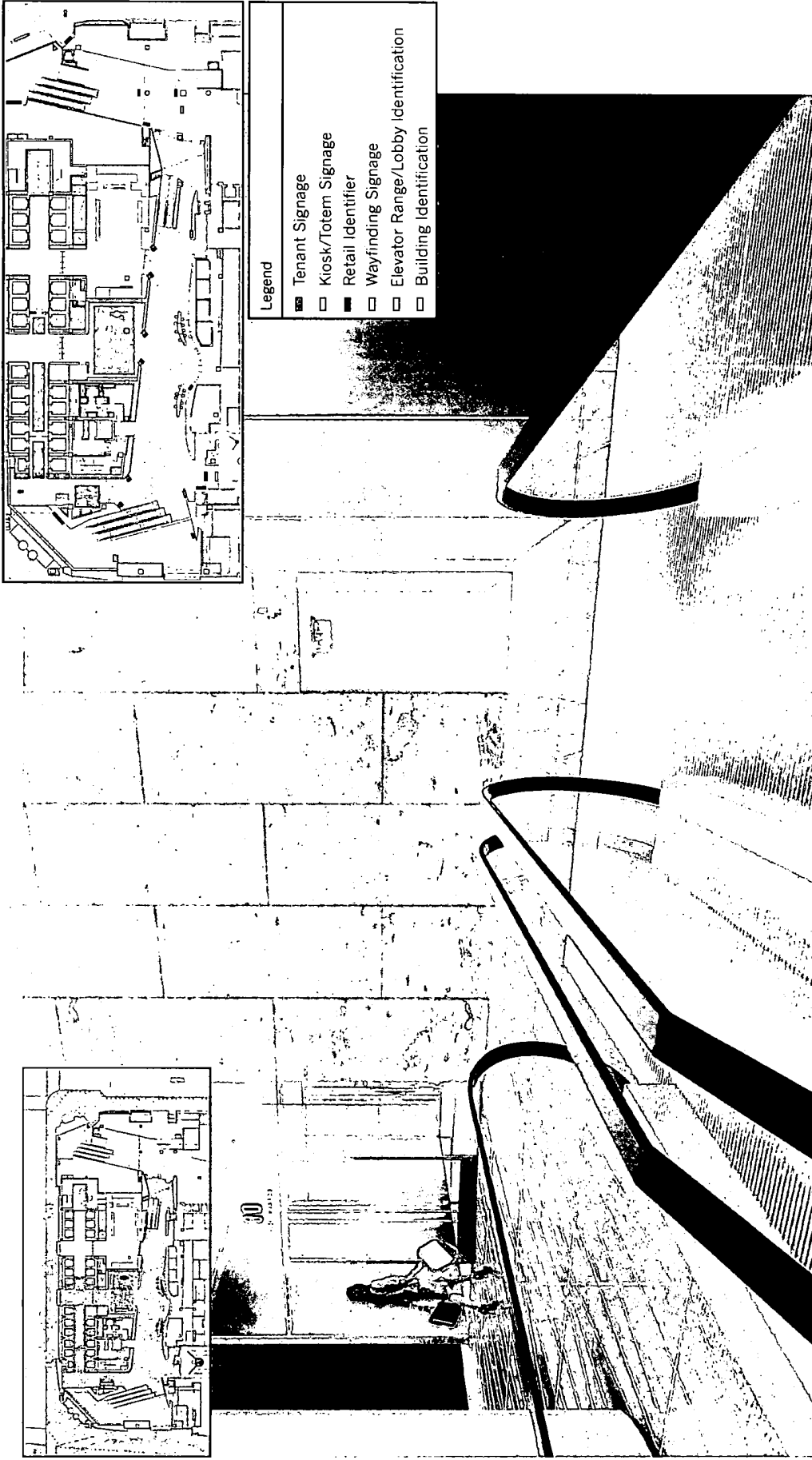
← 10TH AVENUE



B1.1 WAYFINDING  
FRONT VIEW  
(SHOWN AS EXAMPLE ONLY)

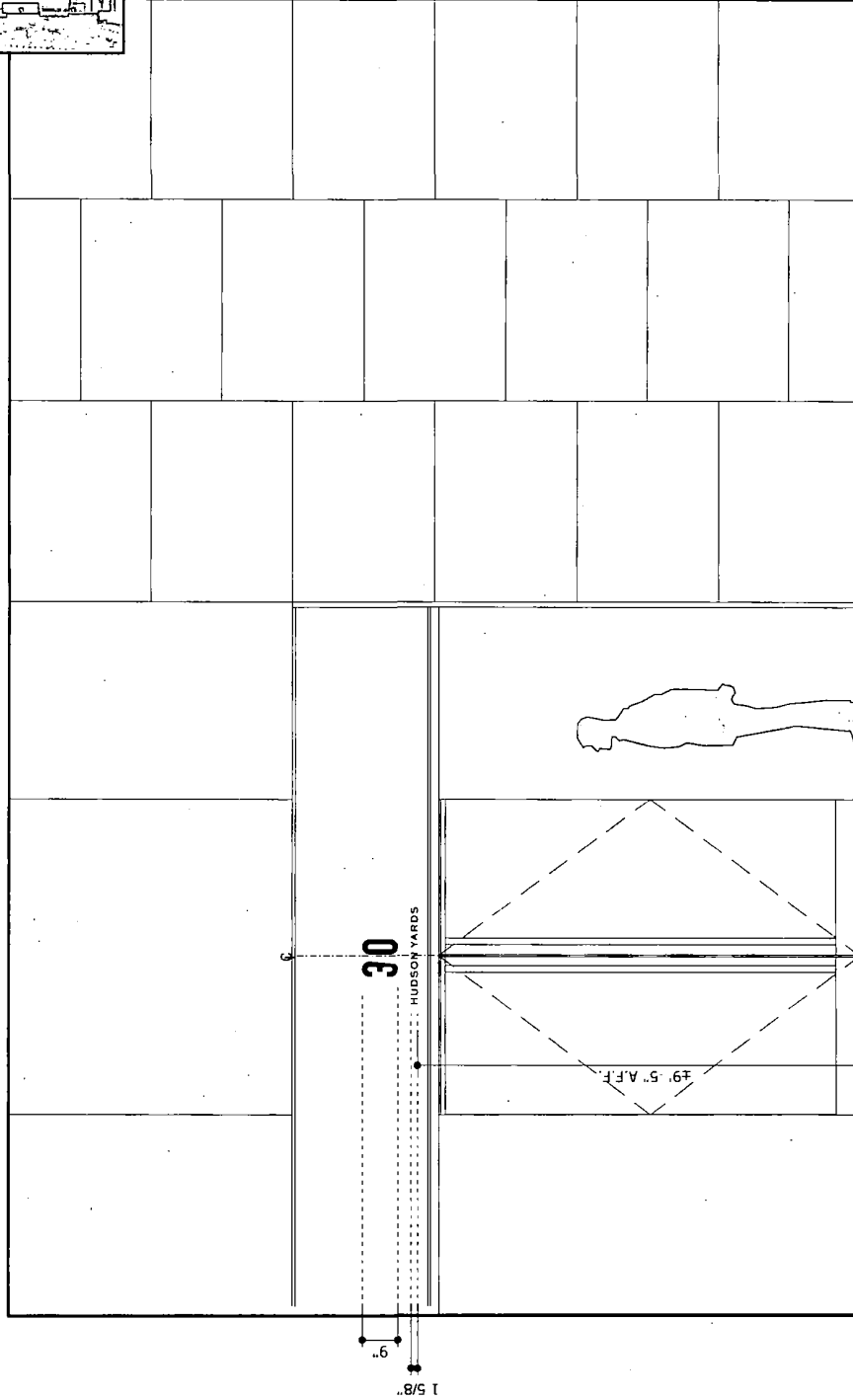
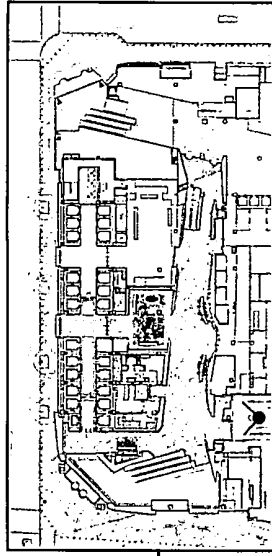
30 Hudson Yards  
Building Identity and Signage

From Shops to 30 Hudson Yards



NE Lobby Entrance, Rendering  
 30 Hudson Yards Lobby Signage Updates 12.06.16

Total SF = 11 SF



ELEVATION DETAIL - ENTRY

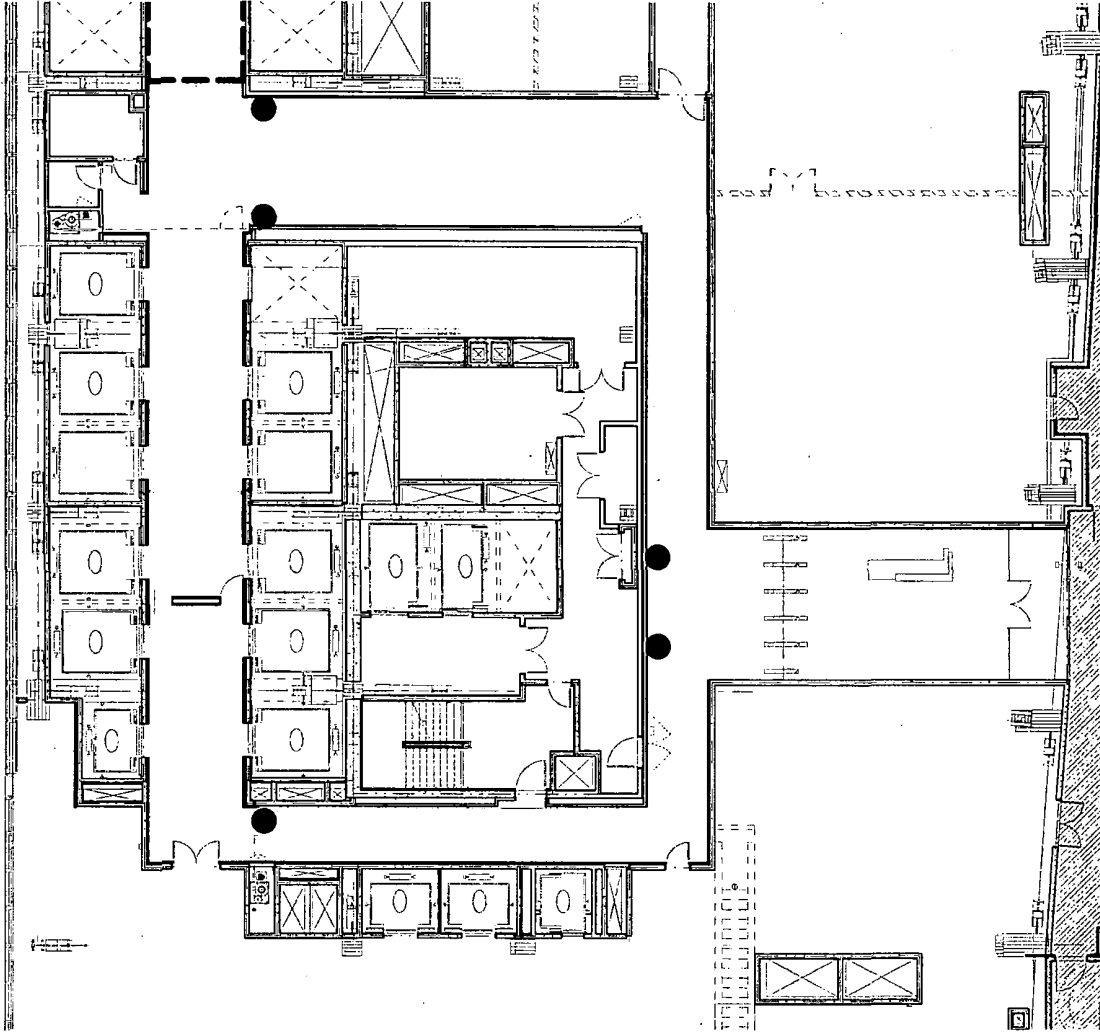
From Shops to 30 Hudson Yards, Elevation  
30 Hudson Yards, Condo Exhibit, 03.20.2019

Pentagram

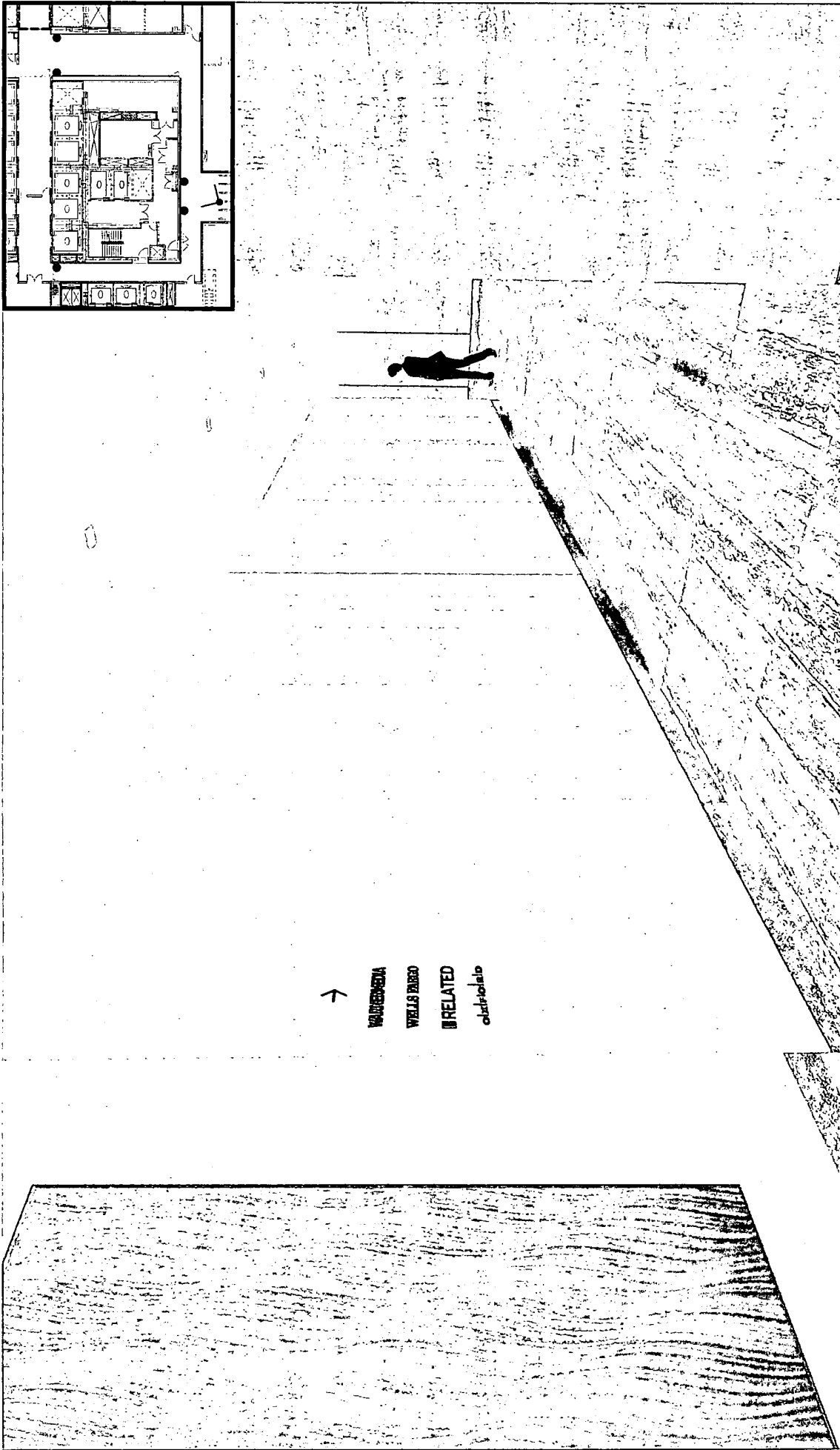


30 Hudson Yards  
Building Identity and Signage

5th Floor

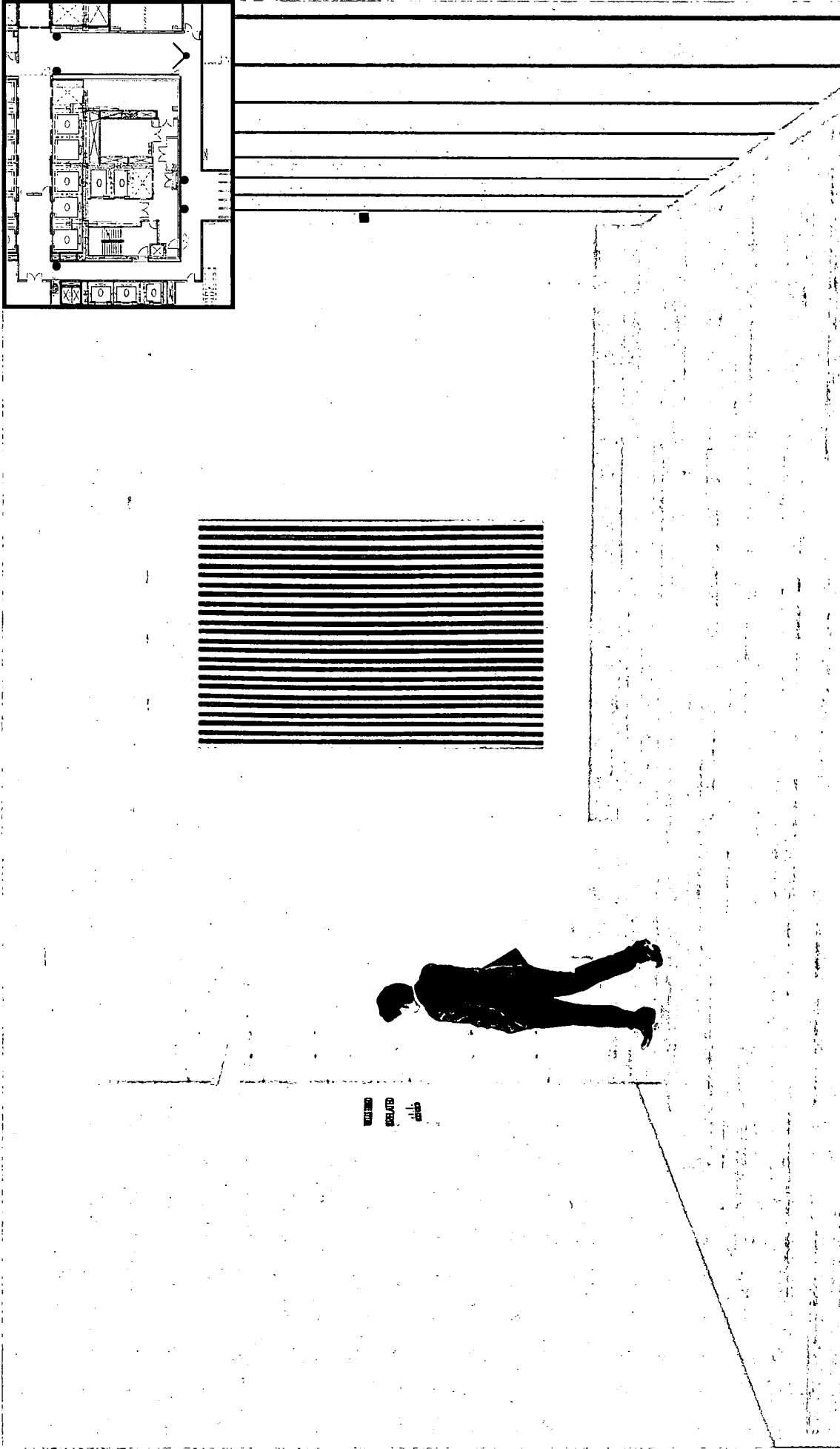


Floor 05 Lobby  
30 Hudson Yards, Condo Exhibit, 03.20.2019

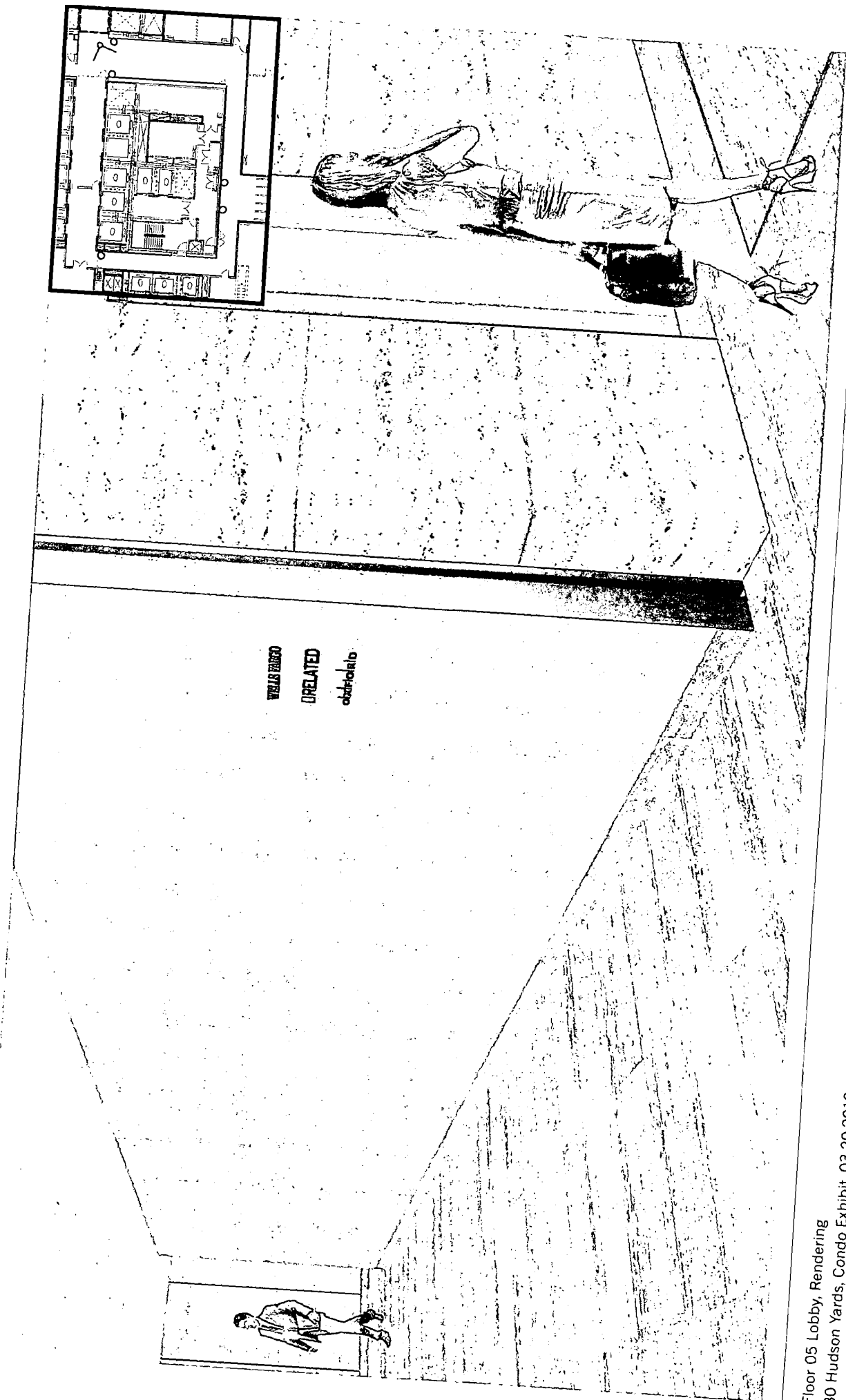


Floor 05 Lobby, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019



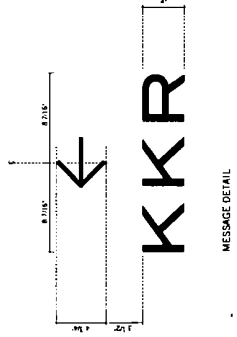


Floor 05 Lobby, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

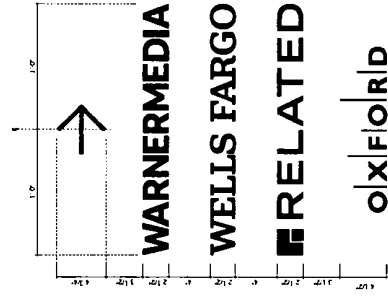


Floor 05 Lobby, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

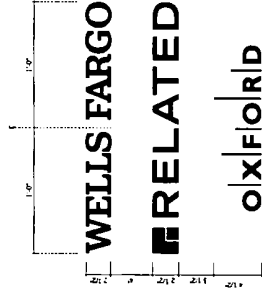
Tenant Max SF  
 KKR: .5 SF  
 TimeWarner: .6 SF  
 Wells Fargo: .35 SF  
 Related: .4 SF  
 Oxford: .5 SF



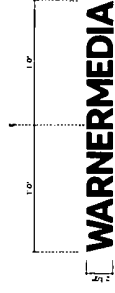
MESSAGE DETAIL



MESSAGE DETAIL



MESSAGE DETAIL



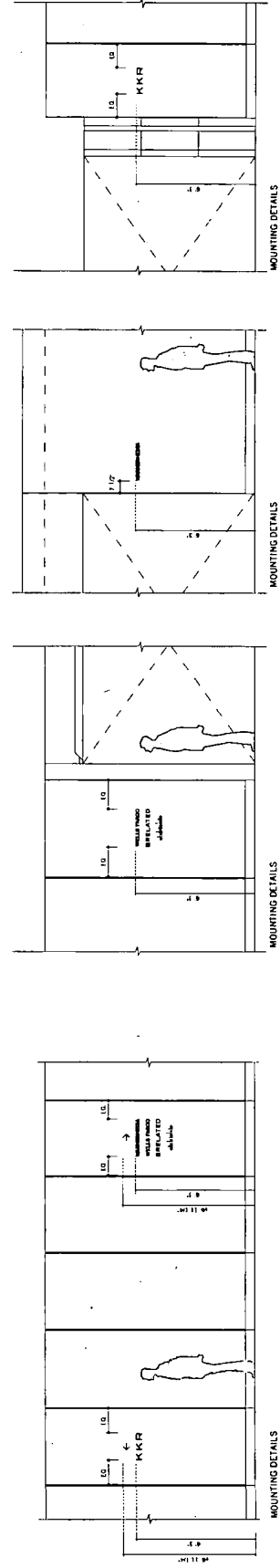
MESSAGE DETAIL



MESSAGE DETAIL

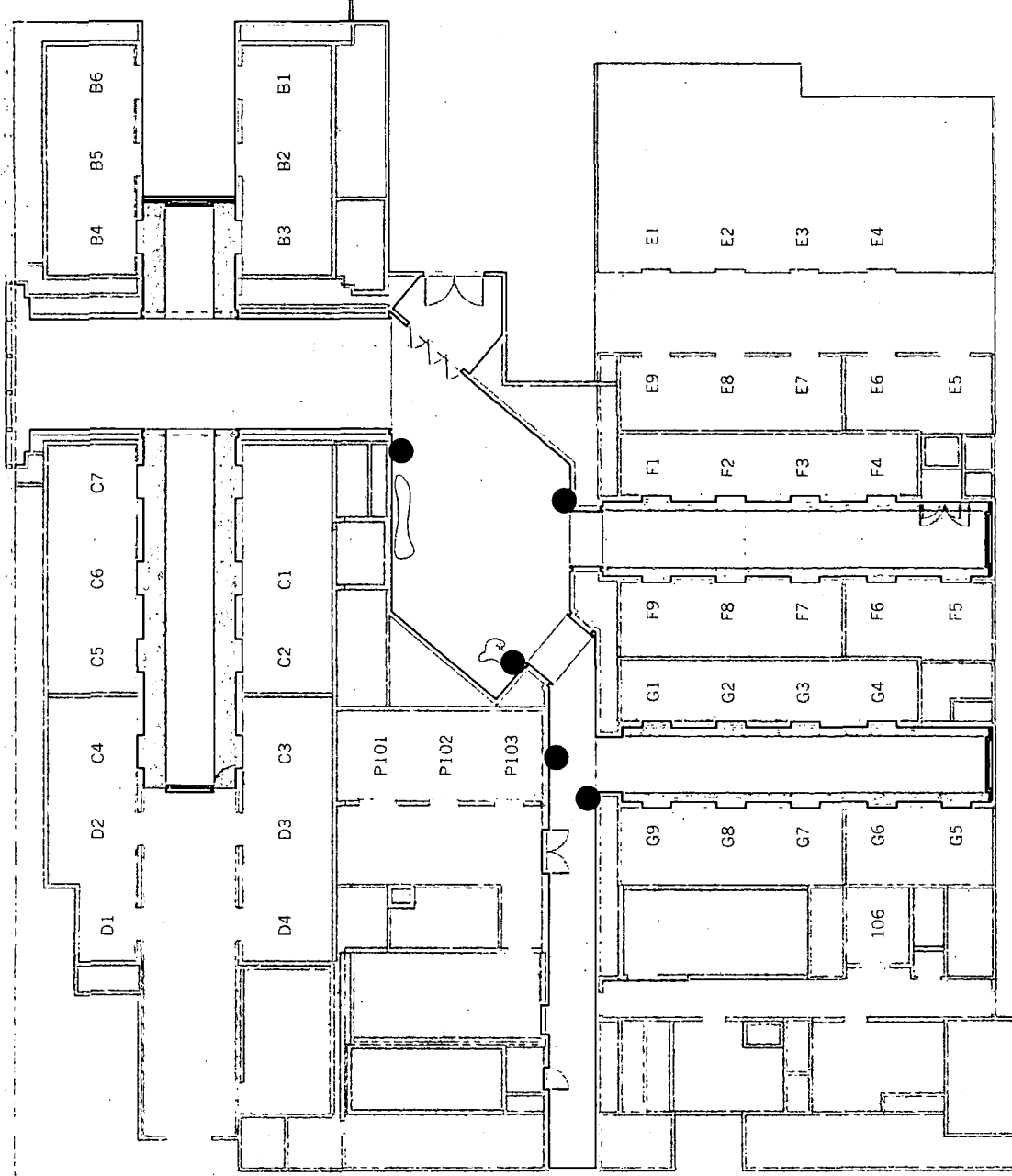
MESSAGE DETAIL

MESSAGE DETAIL

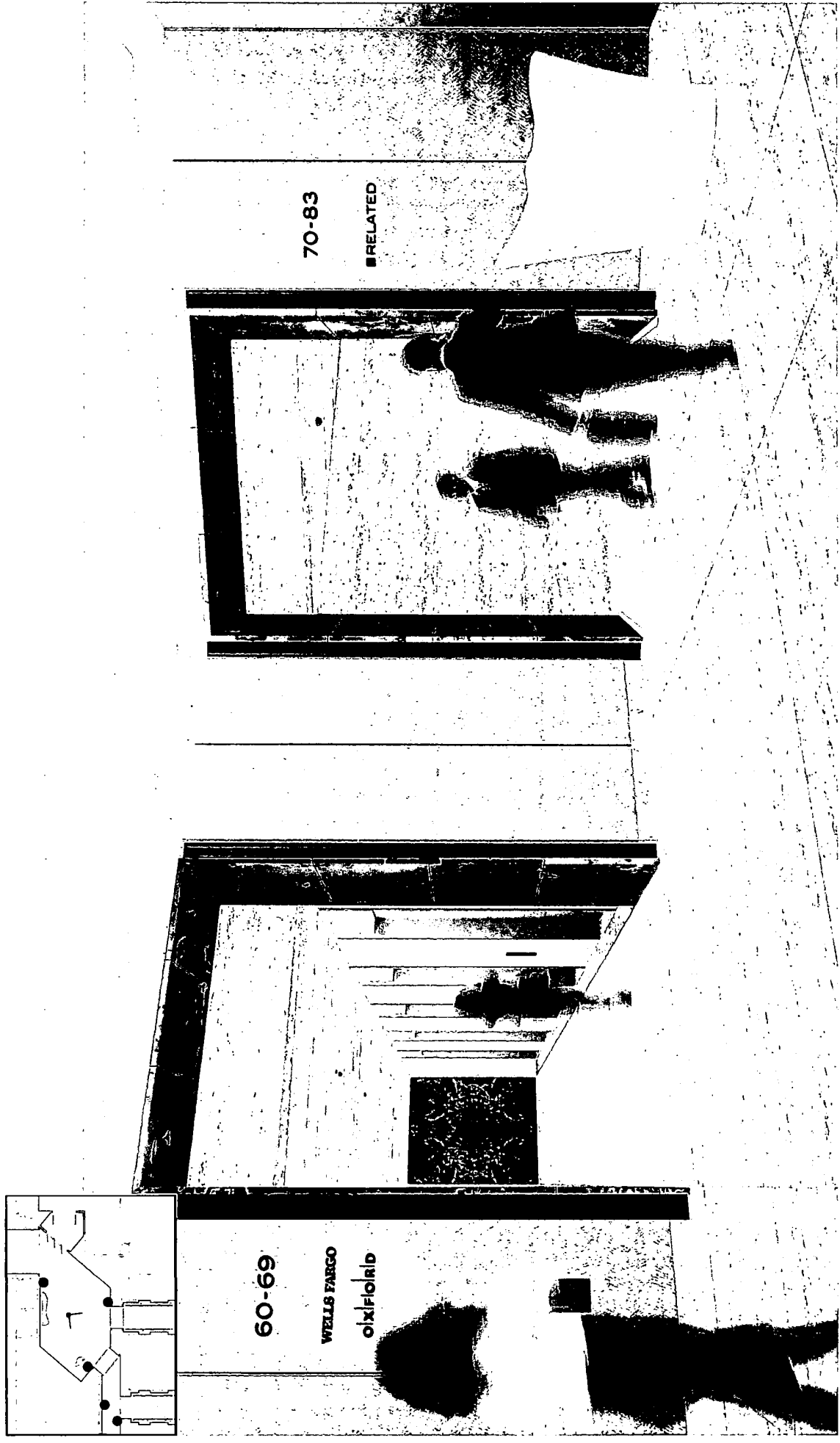


30 Hudson Yards  
Building Identity and Signage

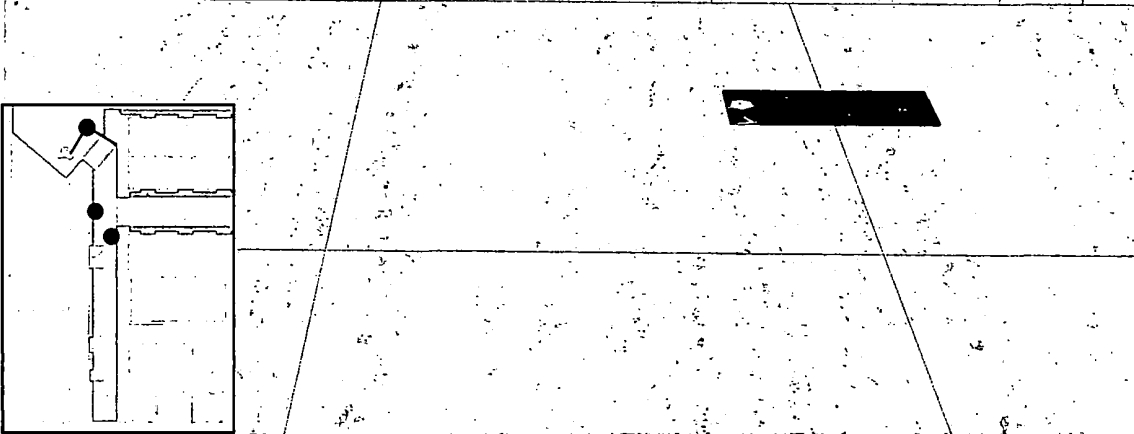
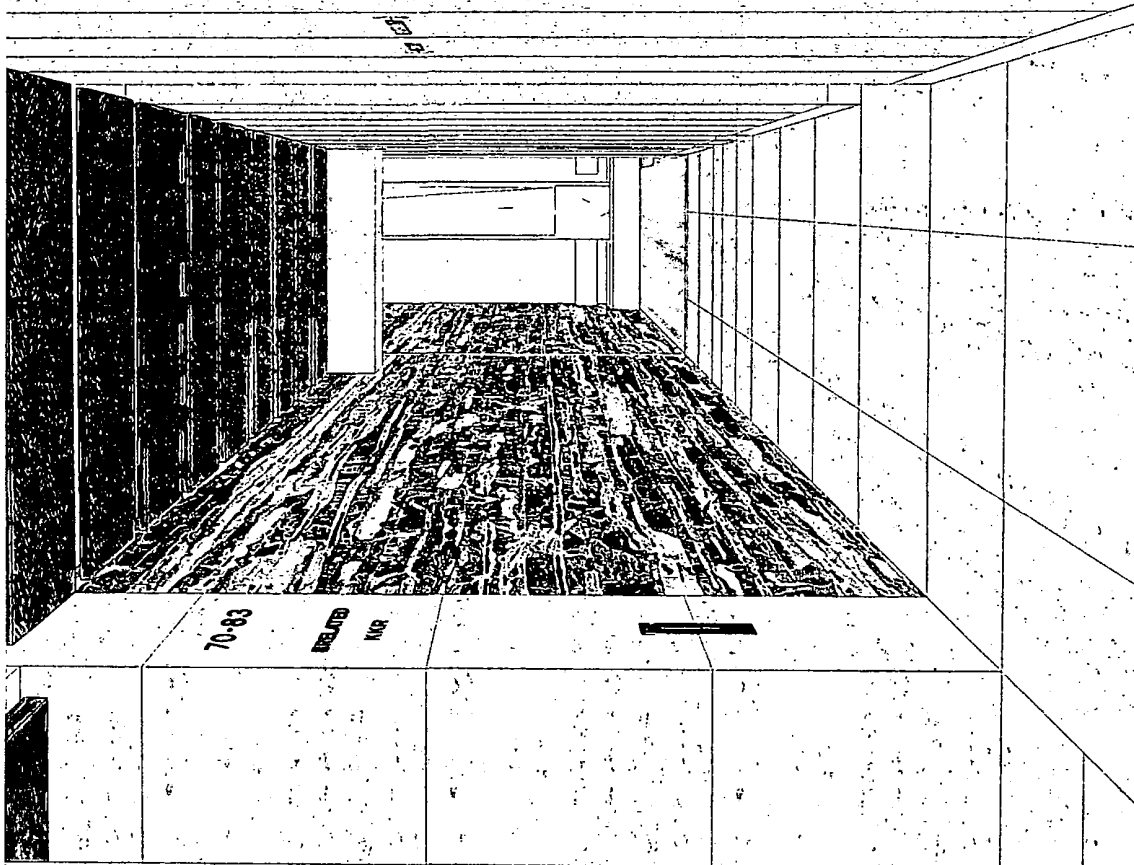
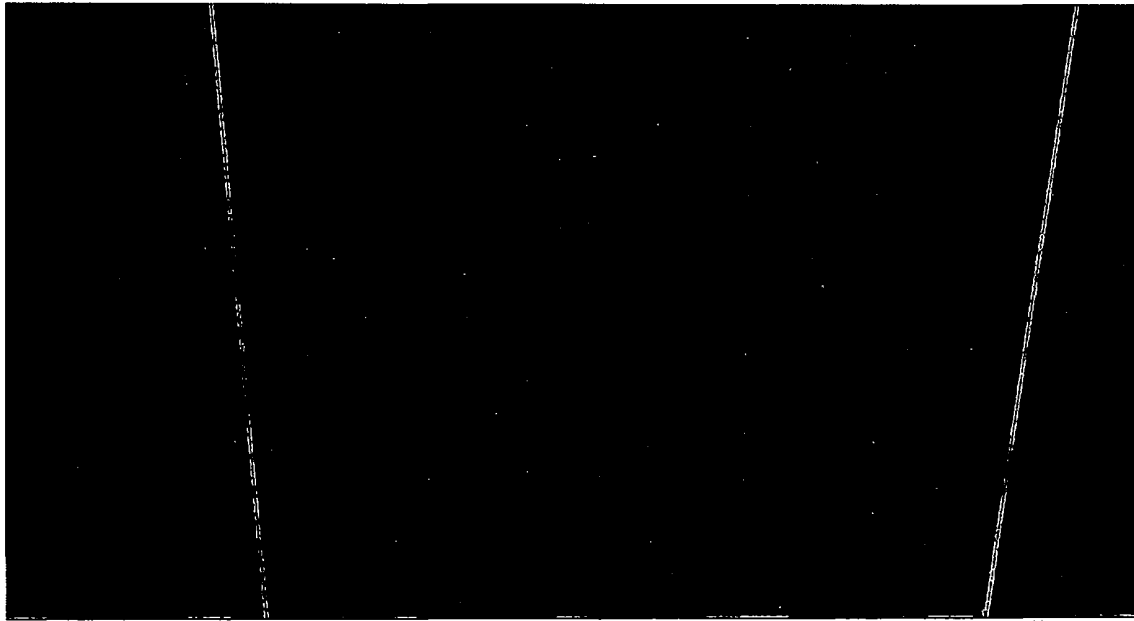
Sky Lobby Shared Portals





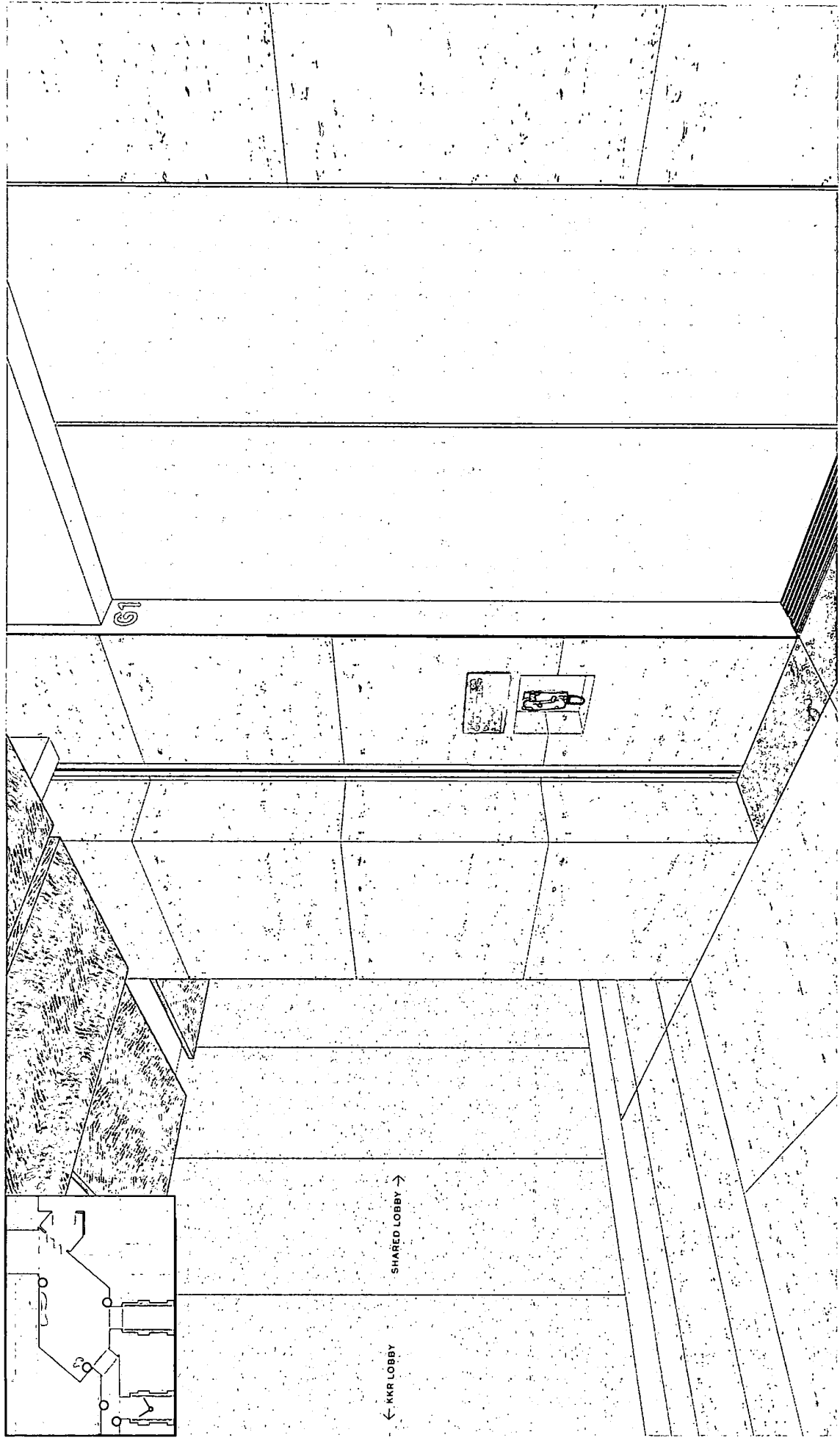


Sky Lobby Shared Portals, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

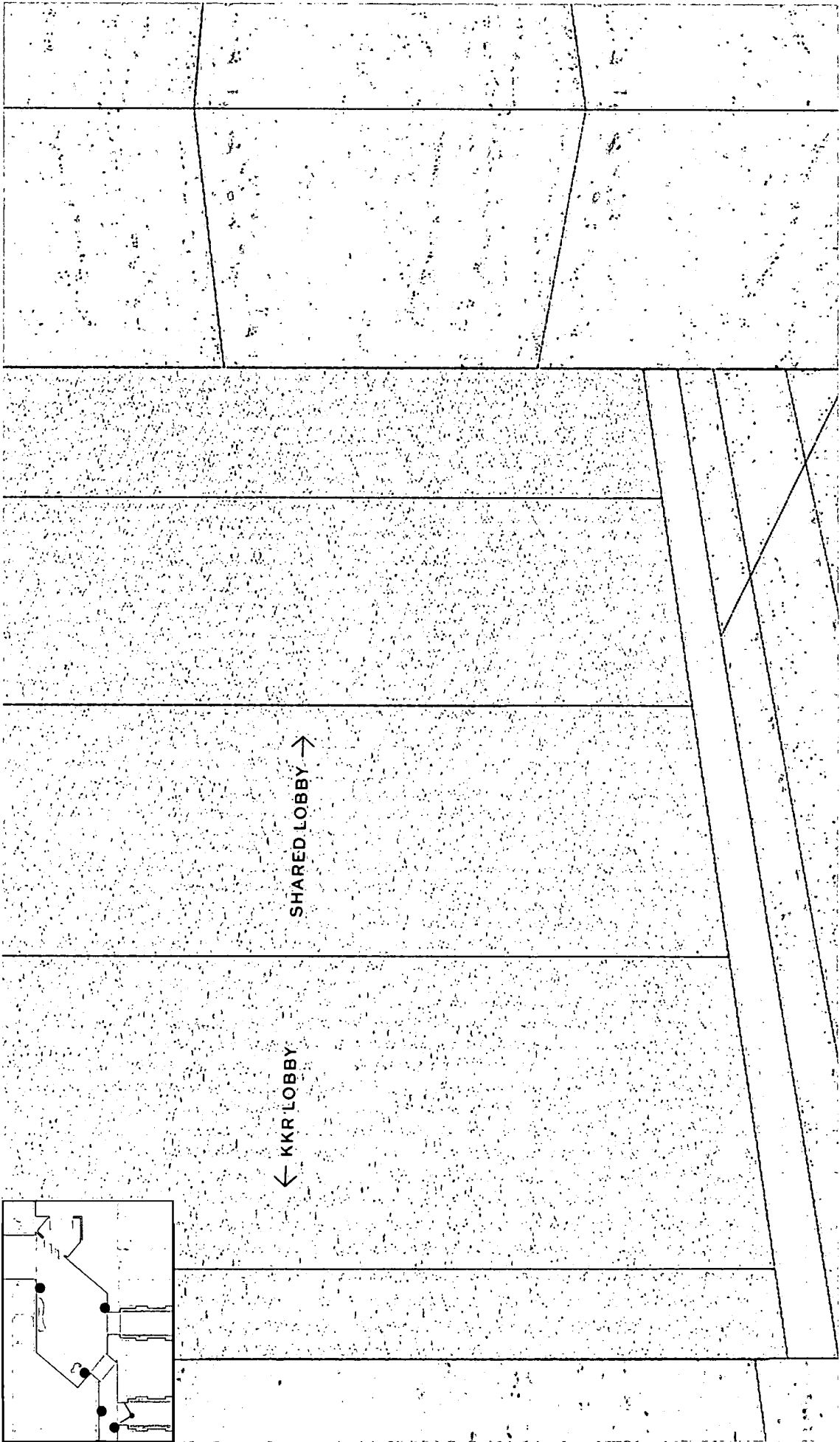


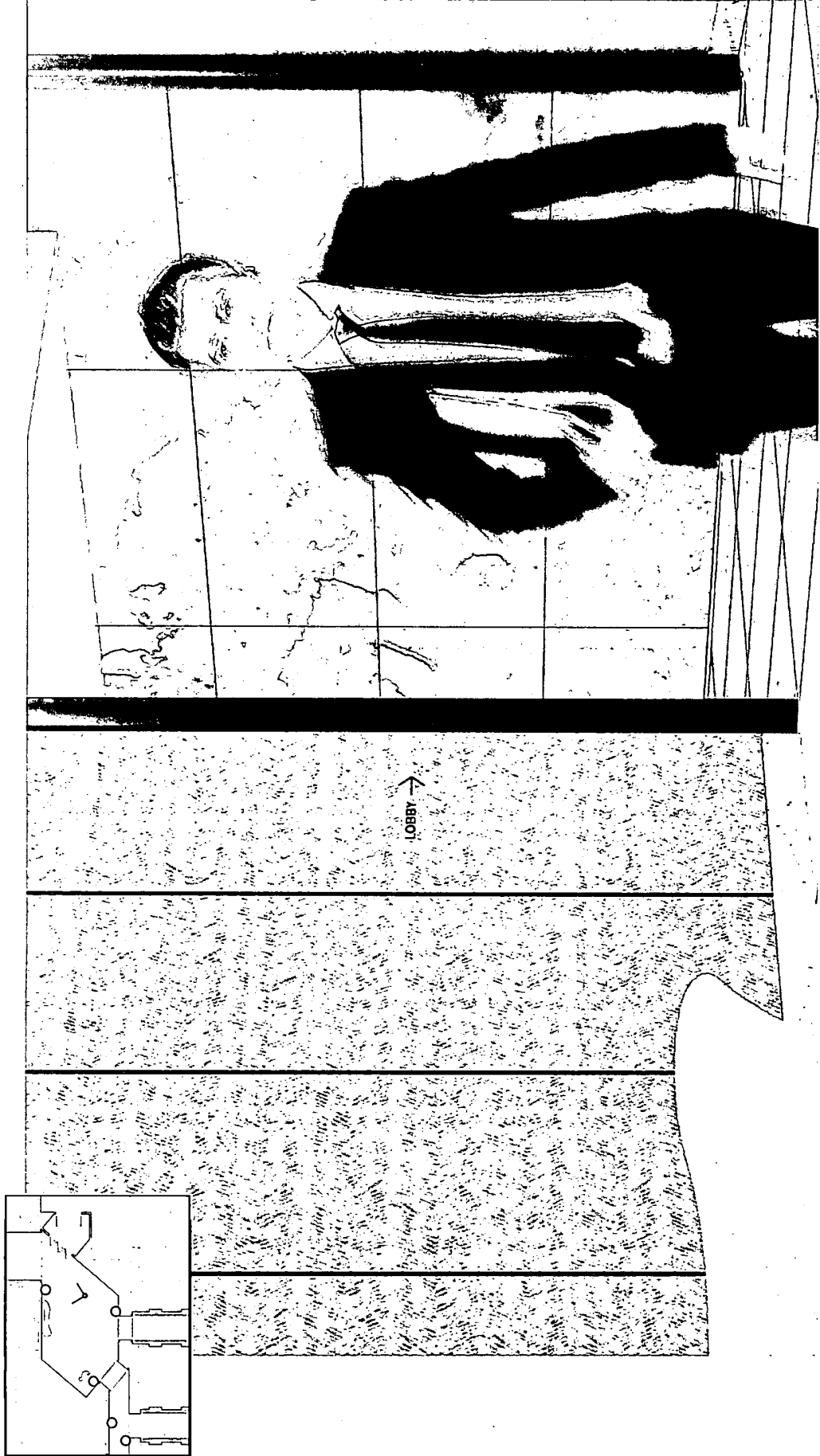
Sky Lobby Shared Portals, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019





← KKR LOBBY      SHARED LOBBY →





Wayfinding Signage, Mixing Bowl, Rendering  
30 Hudson Yards, Sky Lobby Red Telephone and Wayfinding Signage, 04.05.18

Sky Lobby Shared Portals, Rendering  
30 Hudson Yards, Condo Exhibit, 03.20.2019

Tenant Max SF  
Related: .4 SF  
KKR: .15 SF

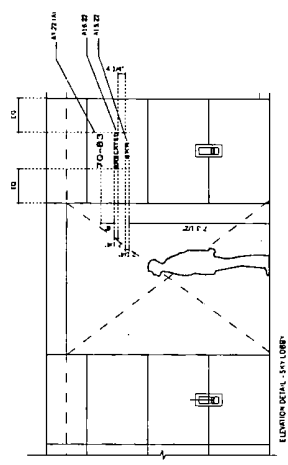
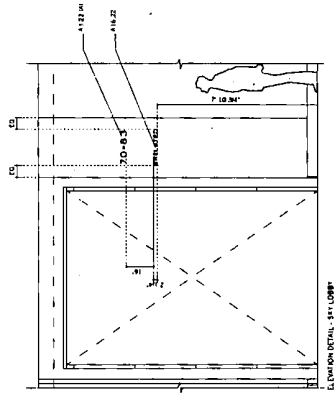
10' 3 3/4"  
2' 3 1/4"  
**PRELATED**

418.27  
FACED VIEW

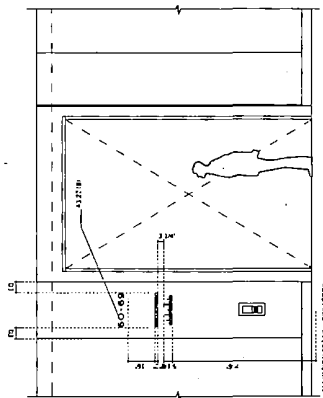
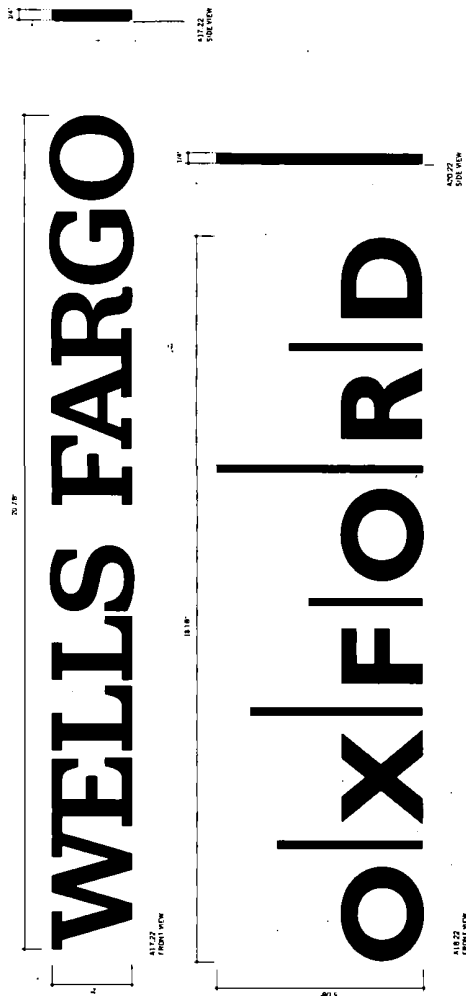
1' 6"  
418.27  
TYPICAL SIGN VIEW

4' 10"  
2' 3 1/4"  
**KKR**

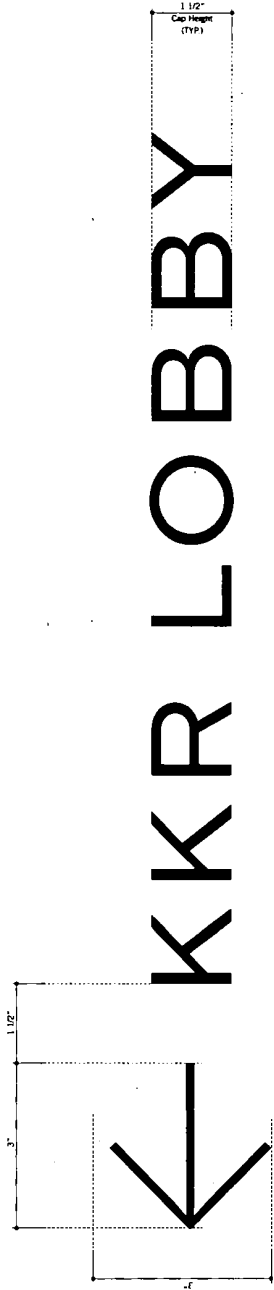
418.27  
FACED VIEW



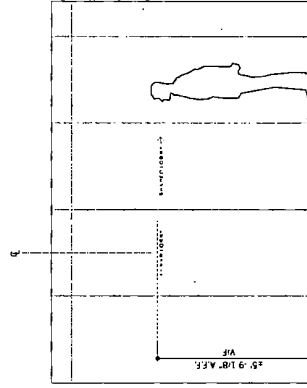
Tenant Max SF  
Wells Fargo: .35 SF  
Oxford: .65 SF



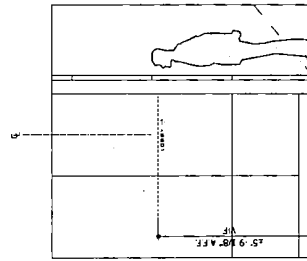
Sky Lobby Shared Portals, Elevations and Sign Details  
30 Hudson Yards, Condo Exhibit, 03.20.2019



SEE MARKETING FRONT VIEW (SHOWN AS EXAMPLE ONLY)



ELEVATION DETAIL - L22



ELEVATION DETAIL - L22

**EXHIBIT F-1 TO AMENDED AND RESTATED DECLARATION**

**CONDOMINIUM BOARD SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (this "**Agreement**") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Managers of 20-30 Hudson Yards Condominium (the "**Condominium Board**"), having its office at 500 West 33<sup>rd</sup> Street, New York, New York 100[\_\_\_\_], and \_\_\_\_\_ [*Insert name of Tenant*], a \_\_\_\_\_ [*Insert type of entity*], having an office at \_\_\_\_\_, ("**Tenant**").

WITNESSETH:

WHEREAS, \_\_\_\_\_ [*Insert name of applicable Unit Owner*] ("**Lessor**") is the owner of the \_\_\_\_\_ Unit [*Insert name of applicable Unit*] ("**Unit**") as defined in that certain Amended and Restated Declaration of 20-30 Hudson Yards Condominium dated as of December 12, 2018 (together with the Condominium By-Laws (and all exhibits) and Tower By-Laws (and all exhibits) annexed thereto, as the same may be amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with their terms, the "**Condominium Documents**");

WHEREAS, pursuant to that certain lease dated as of \_\_\_\_\_ between Lessor and Tenant (such lease, as the same may be assigned, amended or restated from time to time, the "**Lease**"), Lessor leased to Tenant [that portion of] the Unit which is [more fully described/shown] on Exhibit A attached hereto (the "**Leased Premises**");

WHEREAS, Section \_\_\_\_ of the Lease provides that Tenant shall subordinate the Lease to the Condominium Documents, subject to certain terms and conditions stated in the Lease; and

WHEREAS, as a condition of such subordination the Condominium Board has agreed to provide for the non-disturbance of Tenant by the Condominium Board, and to provide for the recognition by the Condominium Board of the Lease, including all benefits, rights and conditions that Tenant enjoys under the Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Tenant covenants and agrees that the Lease and the rights of Tenant thereunder are and shall be at all times subject and subordinate in all respects to the Condominium Documents, including, without limitation, the Condominium Board's lien on the Unit for General Common Charges, subject, however, to the provisions of this Agreement.

2. The Condominium Board agrees that so long as: (i) the Lease is in full force and effect (including any extension or renewal period thereof which may be exercised in accordance with any option afforded in the Lease to Tenant); and (ii) Tenant is not in default under the Lease beyond any applicable notice and grace period and abides by all of the other

provisions hereof, the Lease and Tenant's rights thereunder (including without limitation Tenant's right of possession, use and quiet enjoyment of the Leased Premises) shall not be terminated, altered, disturbed or extinguished by any action of the Condominium Board, or any New Owner (as hereinafter defined), including without limitation, by any suit, action or proceeding for the foreclosure of the Leased Premises or otherwise for the enforcement of the Condominium Board's rights or remedies under the Condominium Documents. Notwithstanding anything to the contrary contained in this Agreement, the Condominium Board and any New Owner upon becoming the owner of the Unit shall have the right to pursue all rights and remedies set forth under the Lease for any default by Tenant under the Lease beyond any applicable notice and grace period.

3. If the Condominium Board shall become the owner of the Unit by reason of the foreclosure or other action described in Paragraph 2 hereof, or the Unit shall be sold as a result of any foreclosure by the Condominium Board or transfer of ownership by deed given in lieu of foreclosure by the Condominium Board, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and any subsequent owner of the Unit taking title through the Condominium Board (a "**New Owner**"), as "landlord," and the Condominium Board or the New Owner, as the case may be, shall assume the Lease and all obligations of landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, provided, however, the Condominium Board or the New Owner shall not be:

(i) bound by any fixed rent which Tenant might have paid for more than one (1) month in advance of its due date under the Lease to any prior landlord (including, without limitation, Lessor); unless otherwise consented to by the Condominium Board or the New Owner or unless such prepaid amount is actually received by the Condominium Board or the New Owner;

(ii) liable for any previous act or omission of any prior landlord (including without limitation, Lessor) in violation of the Lease; or

(iii) subject to any claims, counterclaims, offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Lessor); or

(iv) liable for the return of any: security deposit; overpayments of taxes, operating expenses, merchant association dues, or other items of additional rent paid in estimates in advance by Tenant subject to subsequent adjustment; other monies which pursuant to the Lease are payable by Lessor to Tenant; or other sums, in each case to the extent not delivered to the Condominium Board or the New Owner, as the case may be; or

(v) obligated to: complete any construction work required to be done by any prior landlord (including, without limitation, Lessor) pursuant to the provisions of the Lease, to reimburse Tenant for any construction work done by Tenant, to make funds available to Tenant in connection with any such construction work, or for any other allowances or cash payments owed by any prior landlord to Tenant.



Tenant hereby agrees that, upon the Condominium Board or the New Owner becoming the owner of the Unit pursuant to this Paragraph 3, Tenant shall attorn to the Condominium Board or the New Owner (or any subsequent owner), as the case may be, and the Lease shall continue in full force and effect, in accordance with its terms. Nothing contained herein shall be deemed to modify the obligations of the Condominium Board under the Condominium Documents.

4. No provision of this Agreement shall be construed to make the Tenant liable for any covenants and obligations of Lessor under the Condominium Documents.

5. Tenant shall give written notice in accordance with Paragraph 6 hereof of any default by Lessor under the Lease to the Condominium Board at the same time and in the same manner as given to Lessor.

6. Any notices or communications given under this Agreement shall be in writing and shall be given by overnight couriers or registered or certified mail, return receipt requested, (a) if to the Condominium Board, at the address as hereinabove set forth, or such other addresses or persons as the Condominium Board may designate by notice in the manner herein set forth, or (b) if to Tenant, at the address of Tenant as hereinabove set forth, or such other address or persons as Tenant may designate by notice in the manner herein set forth. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee.

7. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

8. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

9. This Agreement and the covenants herein contained are intended to run with and bind all land affected thereby. It is expressly acknowledged and agreed by Lessor and Tenant that as between Lessor and Tenant, the subordination of the Lease to the Condominium Documents effectuated pursuant to this Agreement shall in no way affect Lessor's and/or Tenant's rights and obligations under the Lease.

10. The parties hereto agree to submit this Agreement for recordation in the Register's Office for the City of New York. The parties further agree that this Agreement shall terminate and be void automatically, immediately upon the expiration or earlier termination of the Lease, and without the need for any termination or other agreement being recorded to evidence such termination. Notwithstanding the foregoing and without in any way affecting the automatic termination of this Agreement as aforesaid, the parties agree to execute, deliver and submit for recordation a Memorandum of Termination confirming the termination of this Agreement, promptly following the expiration or earlier termination of the Lease.

11. This Agreement may be executed in counterparts, any one or all which shall be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

The Condominium Board:

CONDOMINIUM BOARD OF 20-30  
HUDSON YARDS CONDOMINIUM

By: \_\_\_\_\_

Name:

Title:

Tenant:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name:

Title:



**EXHIBIT F-2 TO AMENDED AND RESTATED DECLARATION**

**TOWER BOARD SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (this "**Agreement**") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Managers of the Tower Section at 20-30 Hudson Yards Condominium (the "**Tower Board**"), having its office at 500 West 33<sup>rd</sup> Street, New York, New York 100[\_\_\_\_], and \_\_\_\_\_ [Insert name of Tenant], a \_\_\_\_\_ [Insert type of entity], having an office at \_\_\_\_\_, ("**Tenant**").

WITNESSETH:

WHEREAS, \_\_\_\_\_ [Insert name of applicable Unit Owner] ("**Lessor**") is the owner of the \_\_\_\_\_ Unit [Insert name of applicable Unit] as defined in that certain Amended and Restated Declaration of 20-30 Hudson Yards Condominium dated as of December 12, 2018 (together with the Condominium By-Laws (and all exhibits) and Tower By-Laws (and all exhibits) annexed thereto, as the same may be amended, restated, replaced, supplemented and otherwise modified from time to time in accordance with their terms, the "**Condominium Documents**");

WHEREAS, pursuant to that certain lease dated as of \_\_\_\_\_ between Lessor and Tenant (such lease, as the same may be assigned, amended or restated from time to time, the "**Lease**"), Lessor leased to Tenant [that portion of] the [\_\_\_\_ Unit] which is [more fully described/shown] on Exhibit A attached hereto (the "**Leased Premises**");

WHEREAS, Section \_\_\_\_ of the Lease provides that Tenant shall subordinate the Lease to the Condominium Documents, subject to certain terms and conditions stated in the Lease; and

WHEREAS, as a condition of such subordination the Tower Board has agreed to provide for the non-disturbance of Tenant by the Tower Board, and to provide for the recognition by the Tower Board of the Lease, including all benefits, rights and conditions that Tenant enjoys under the Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Tenant covenants and agrees that the Lease and the rights of Tenant thereunder are and shall be at all times subject and subordinate in all respects to the Condominium Documents, including, without limitation, the Tower Board's lien on the [\_\_\_\_ Unit] for Tower Common Charges, subject, however, to the provisions of this Agreement.
2. The Tower Board agrees that so long as: (i) the Lease is in full force and effect (including any extension or renewal period thereof which may be exercised in accordance with any option afforded in the Lease to Tenant); and (ii) Tenant is not in default under the Lease beyond any applicable notice and grace period and abides by all of the other provisions hereof,

the Lease and Tenant's rights thereunder (including without limitation Tenant's right of possession, use and quiet enjoyment of the Leased Premises) shall not be terminated, altered, disturbed or extinguished by any action of the Tower Board, or any New Owner (as hereinafter defined), including without limitation, by any suit, action or proceeding for the foreclosure of the Leased Premises or otherwise for the enforcement of the Tower Board's rights or remedies under the Condominium Documents. Notwithstanding anything to the contrary contained in this Agreement, the Tower Board and any New Owner upon becoming the owner of the [\_\_\_ Unit] shall have the right to pursue all rights and remedies set forth under the Lease for any default by Tenant under the Lease beyond any applicable notice and grace period.

3. If the Tower Board shall become the owner of the [\_\_\_ Unit] by reason of the foreclosure or other action described in Paragraph 2 hereof, or the [\_\_\_ Unit] shall be sold as a result of any foreclosure by the Tower Board or transfer of ownership by deed given in lieu of foreclosure by the Tower Board, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and any subsequent owner of the [\_\_\_ Unit] taking title through the Tower Board (a "**New Owner**"), as "landlord," and the Tower Board or the New Owner, as the case may be, shall assume the Lease and all obligations of landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, provided, however, the Tower Board or the New Owner shall not be:

(i) bound by any fixed rent which Tenant might have paid for more than one (1) month in advance of its due date under the Lease to any prior landlord (including, without limitation, Lessor); unless otherwise consented to by the Tower Board or the New Owner or unless such prepaid amount is actually received by the Tower Board or the New Owner;

(ii) liable for any previous act or omission of any prior landlord (including without limitation, Lessor) in violation of the Lease; or

(iii) subject to any claims, counterclaims, offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Lessor); or

(iv) liable for the return of any: security deposit; overpayments of taxes, operating expenses, merchant association dues, or other items of additional rent paid in estimates in advance by Tenant subject to subsequent adjustment; other monies which pursuant to the Lease are payable by Lessor to Tenant; or other sums, in each case to the extent not delivered to the Tower Board or the New Owner, as the case may be; or

(v) obligated to: complete any construction work required to be done by any prior landlord (including, without limitation, Lessor) pursuant to the provisions of the Lease, to reimburse Tenant for any construction work done by Tenant, to make funds available to Tenant in connection with any such construction work, or for any other allowances or cash payments owed by any prior landlord to Tenant.

Tenant hereby agrees that, upon the Tower Board or the New Owner becoming the owner of the [\_\_\_ Unit] pursuant to this Paragraph 3, Tenant shall attorn to the Tower Board or the New Owner (or any subsequent owner), as the case may be, and the Lease shall continue in full

force and effect, in accordance with its terms. Nothing contained herein shall be deemed to modify the obligations of the Tower Board under the Condominium Documents.

4. No provision of this Agreement shall be construed to make the Tenant liable for any covenants and obligations of Lessor under the Condominium Documents.

5. Tenant shall give written notice in accordance with Paragraph 6 hereof of any default by Lessor under the Lease to the Tower Board at the same time and in the same manner as given to Lessor.

6. Any notices or communications given under this Agreement shall be in writing and shall be given by overnight couriers or registered or certified mail, return receipt requested, (a) if to the Tower Board, at the address as hereinabove set forth, or such other addresses or persons as the Tower Board may designate by notice in the manner herein set forth, or (b) if to Tenant, at the address of Tenant as hereinabove set forth, or such other address or persons as Tenant may designate by notice in the manner herein set forth. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee.

7. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

8. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

9. This Agreement and the covenants herein contained are intended to run with and bind all land affected thereby. It is expressly acknowledged and agreed by Lessor and Tenant that as between Lessor and Tenant, the subordination of the Lease to the Condominium Documents effectuated pursuant to this Agreement shall in no way affect Lessor's and/or Tenant's rights and obligations under the Lease.

10. The parties hereto agree to submit this Agreement for recordation in the Register's Office for the City of New York. The parties further agree that this Agreement shall terminate and be void automatically, immediately upon the expiration or earlier termination of the Lease, and without the need for any termination or other agreement being recorded to evidence such termination. Notwithstanding the foregoing and without in any way affecting the automatic termination of this Agreement as aforesaid, the parties agree to execute, deliver and submit for recordation a Memorandum of Termination confirming the termination of this Agreement, promptly following the expiration or earlier termination of the Lease.

11. This Agreement may be executed in counterparts, any one or all which shall be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

The Tower Board:

TOWER BOARD OF 20-30 HUDSON YARDS  
CONDOMINIUM

By: \_\_\_\_\_  
Name:  
Title:

Tenant:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:





**EXHIBIT G – SITE SPECIFIC EASEMENTS**

<u>Section</u>	<u>Description</u>	<u>Benefitted Unit(s)</u>	<u>Notes</u>
A-3(c)	Parcel C Loading Dock Access	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-3(c)(iv) of the Annex.  Responsibility for operating expenses as set forth in Section A-3(c)(v) of the Annex.
A-3(d)	Parcel C Loading Bays Use	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-3(d)(iv) of the Annex.  Responsibility for operating expenses as set forth in Section A-3(d)(v) of the Annex.
A-3(g)	Parcel C Loading Dock Compactors	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-3(g)(iv) of the Annex.
A-5(a)	Passenger Elevator and Access (Parcel C Parking Garage)	All	Responsibility for maintenance, repair and replacement as set forth in Section A-5(a)(v) of the Annex. Costs allocated to the Unit Owners thereby shall be allocated in accordance with the Allocation Schedule.  Responsibility for operating expenses as set forth in Section A-5(a)(vi) of the Annex.
A-5(b)	Service Elevators and Access (Parcel C Loading Dock)	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-5(b)(v) of the Annex.  Responsibility for operating expenses as set forth in Section A-5(b)(vi) of the Annex.
A-5(c)	Escalator/Vestibule (Lower Level)	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-5(c)(v) of the Annex.  Responsibility for operating expenses as set forth in Section A-5(c)(vi) of the Annex.
A-5(g)	Tenth Avenue Access	All	Responsibility for maintenance, repair and replacement as set forth in Section

			A-5(g)(v) of the Annex.
A-5(h)	Encroachment Easement (portion of Retail located on Parcel C)	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-5(h)(iv) of the Annex.
A-5(i)	Fuel Pump Room and Pipeline	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-5(i)(iv) of the Annex.
A-5(j)	Utility Conduits	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-5(j)(A) and (B)(iv) of the Annex.
A-6(A)	Auxiliary System Pipelines and Equipment Easement	Retail	Responsibility for maintenance, repair and replacement as set forth in Section A-6(iv).  Payments to be made to Retail Unit pursuant to Section A-6(vi) are for the benefit of the Retail Unit of the Annex.
A-6(B)	Auxiliary System Electrical Equipment Easement	All	Responsibility for maintenance, repair and replacement as set forth in Section A-6(iv) of the Annex.
A-7(b)	Dedicated TW Technology Conduit Easement	Time Warner	Responsibility for maintenance, repair and replacement as set forth in Section A-7(b)(iii) of the Annex.  Payment for technology services as set forth in Section A-7(b)(iv) of the Annex.

A-5(j)(A) and (B)	Non-Exclusive and Exclusive Utility Conduits	All	<p>Non-Exclusive Conduits – Maintenance, repair and replacement is the responsibility of Parcel C Owner, and reimbursement amounts to Parcel C Owner as provided in A-5(j)(A) shall be allocated among the Unit Owner in accordance with the Allocation Schedule</p> <p>Exclusive Conduits – Maintenance, repair and replacement is responsibility of Parcel A/B; Costs will be allocated among the Unit Owners in accordance with the Allocation Schedule.</p>
A-6	Auxiliary System	Retail	Retail Unit Owner is responsible for costs of maintenance and operation
A-7	Dedicated TW Technology Conduits	Time Warner	Time Warner Unit Owner is responsible for maintenance, repair and replacement
A-10(C)	Pavilion Auxiliary System Submeter	Retail	Retail is responsible for installation of the Pavilion Auxiliary System. Pavilion Parcel Owner is responsible for the maintenance, repair, replacement and operation of the Pavilion Auxiliary System Submeter
A-15(b)	Exterior Zone	Time Warner	
A-15(c)	Sponsorship (Plaza)	Time Warner	
A-16(a)	Parcel A/B Parking Spaces (Parcel C Parking Garage)	Time Warner	Payment for parking shall be in accordance with A-16(a)(vi)

## **EXHIBIT H TO AMENDED AND RESTATED DECLARATION**

### **TW BROADCAST RIGHTS**

The TW Broadcast Rights in this Exhibit H below are subject to the conditions set forth in Section 8.6 of the Declaration:

(1) Time Warner Unit Owner shall have the exclusive right to cover breaking news and do stand-up shots and “man on the street” interviews from (y) the common areas of the Retail Building depicted on Exhibit N annexed hereto and made a part hereof (the “Retail Building Zone”) and (z) from the Tower Building which shall include the common areas and exclude (i) all areas within the Ob Deck Unit, including exclusive lobbies, elevators and other access areas solely providing access to the Ob Deck Unit, and (ii) the entrances to the subway from the Building (the “Building Zone”).

(2) Time Warner Unit Owner shall have the exclusive right to broadcast feature news stories, special events and special programs from the Tower Building, Building Zone and the Retail Building Zone.

(3) No other entity or person will be permitted to broadcast within the Retail Building Zone or Building Zone. Subject to the clause (1) and (2) above, Plaza Owner and/or its Affiliates will have the non-exclusive right to provide, and to grant third parties the right to provide, temporary programming consisting of coverage of Eastern Rail Yards generally, as well as particular temporary events and activities occurring within the public areas of Eastern Rail Yards. For all events and other activities occurring within the Eastern Yards controlled by Plaza Owner and/or its Affiliates, and/or Plaza Owner and/or its Affiliates will use commercially reasonable efforts to endeavor, at Time Warner Unit Owner’s sole costs and expense, to provide Time Warner Unit Owner with preferred camera positions and broadcast locations with respect thereto, but Hudson Yards Gen-Par LLC (and Affiliates thereof) shall incur no liability to Time Warner Unit Owner for any failure or alleged failure to provide such locations or positions.

(4) In all instances, Time Warner Unit Owner is responsible, when required, to obtain third party releases and/or consents for its broadcasting and programming. Time Warner Unit Owner shall also not interfere with any other Unit Owner’s or Occupant’s use and occupancy of its Unit or demised premises and any access thereto, or any public ingress or egress to or within the Tower Building or Retail Building.

(5) Notwithstanding the foregoing, Time Warner Unit Owner shall not have the right to permanently locate cameras or other broadcast equipment in the common areas of the Tower Building and the Retail Building or any other location at Eastern Rail Yards.

(6) For purposes of clarification, the exclusive broadcasts rights granted to Time Warner Unit Owner in this Exhibit H shall not (x) authorize Time Warner Unit Owner to access areas that are otherwise exclusive to other Unit Owners or Occupants, or (y) prevent promotional activities or news reports (or other business-related media announcements) that relate to a particular Unit owner or tenant of the Building, which are conducted in the space occupied in the Building by such Unit owner or tenant.

**EXHIBIT I – HY EASEMENTS**

<u>Service</u>	<u>Description</u>	<u>Notes</u>
A-5(d)	Parcel C Escalator Easement Area	Responsibility for maintenance, repair and replacement as set forth in Section A-5(d)(v) of the Annex.
A-7	Technology	Responsibility for maintenance, repair and replacement as set forth in Section A-7(a)(iv) of the Annex.  Payments for technology services as set forth in Section 7(a)(vi), any costs of which to be allocated among the Unit Owners in accordance with the Allocation Schedule
A-8(a)	Technology to Vessel	Responsibility for maintenance, repair and replacement as set forth in Section A-8(a)(iv) of the Annex.
A-8(c)	Chilled Water to Plaza Parcel	Responsibility for maintenance, repair and replacement as set forth in Section A-8(c)(iv) of the Annex.  Payments for chilled water as set forth in Section A-8(c)(vi) of the Annex.
A-8(d)	Electrical Power to Vessel	Responsibility for maintenance, repair and replacement as set forth in Section A-8(d)(iv) of the Annex.  Payments for electricity services as set forth in Section A-8(d)(vi) of the Annex.
A-8(e)	Electrical Power to Landscaped Areas of Plaza Parcel	Responsibility for maintenance, repair and replacement as set forth in Section A-8(e)(iv) of the Annex.  Payments for electricity services as set forth in Section A-8(e)(vi) of the Annex.
A-11(b)	Secondary Fire Service	Responsibility for maintenance, repair and replacement as set forth in Section A-11(b)(iv) of the Annex.
A-11(f)	Plaza Parcel Construction and Maintenance Easement	
A-13(b)(B)	Light and Air (in favor of Parcel C)	

HUDSON YARD  
 150 WEST 34TH STREET  
 NEW YORK, NY 10018



HOK  
 400 WEST 34TH STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
 FAX: 212 512 2001

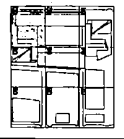
ARCHITECT OF RECORD  
 HOK  
 400 WEST 34TH STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
 FAX: 212 512 2001

MECHANICAL ENGINEER  
 HOK  
 400 WEST 34TH STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
 FAX: 212 512 2001

ELECTRICAL ENGINEER  
 HOK  
 400 WEST 34TH STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
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PLUMBING ENGINEER  
 HOK  
 400 WEST 34TH STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
 FAX: 212 512 2001

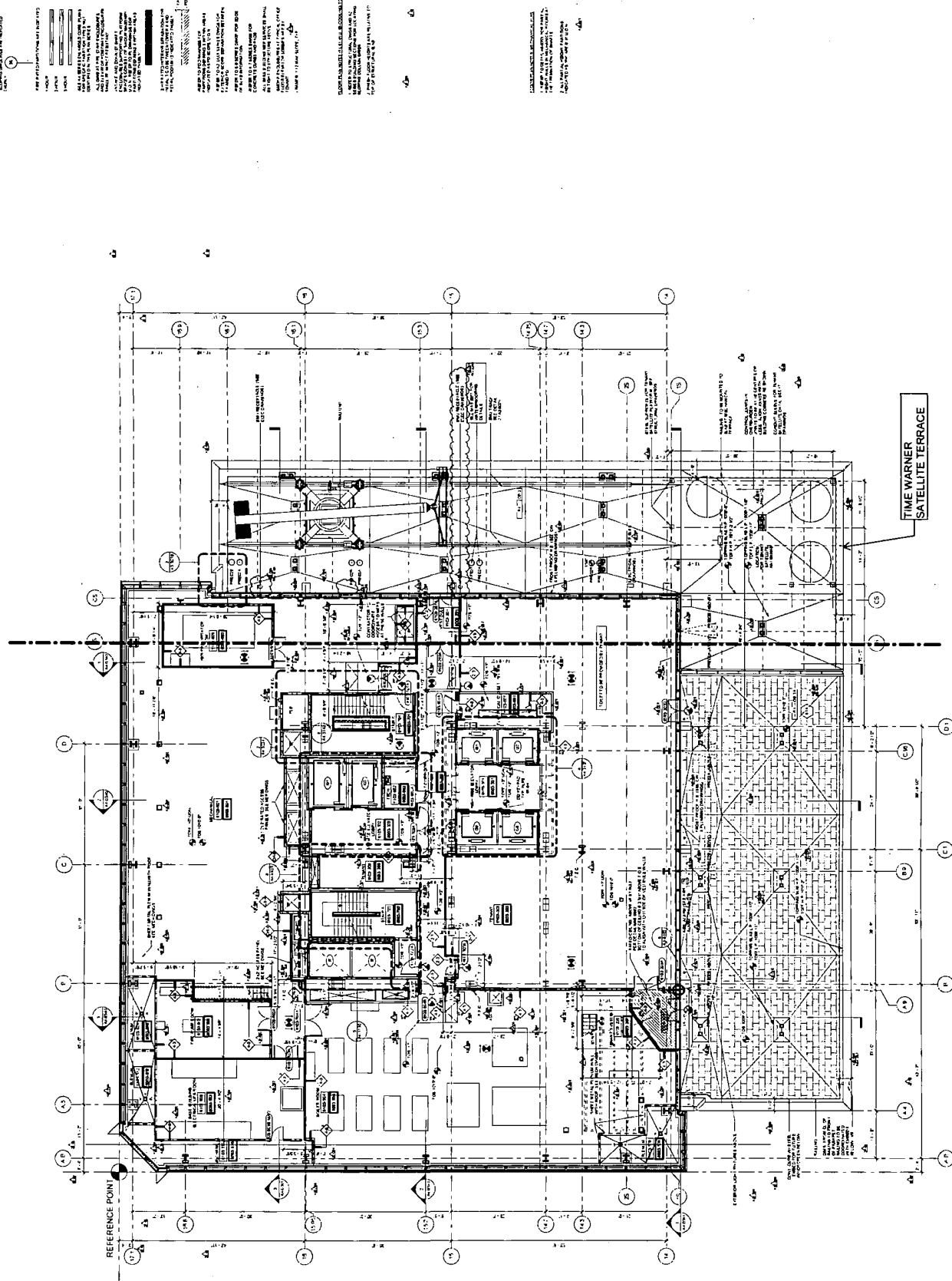
STRUCTURAL ENGINEER  
 HOK  
 400 WEST 34TH STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
 FAX: 212 512 2001



NO.	DATE	DESCRIPTION
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2	10/20/16	REVISIONS
3	11/01/16	REVISIONS
4	11/15/16	REVISIONS
5	12/01/16	REVISIONS
6	12/15/16	REVISIONS
7	01/01/17	REVISIONS
8	01/15/17	REVISIONS
9	02/01/17	REVISIONS
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150	12/15/22	REVISIONS

FLOOR PLAN 61 (DISPLAY 81)

11-16103



1 FLOOR PLAN 61 (DISPLAY 81)

11-16103 EXHIBIT 1-TW Satellite Roof Zone

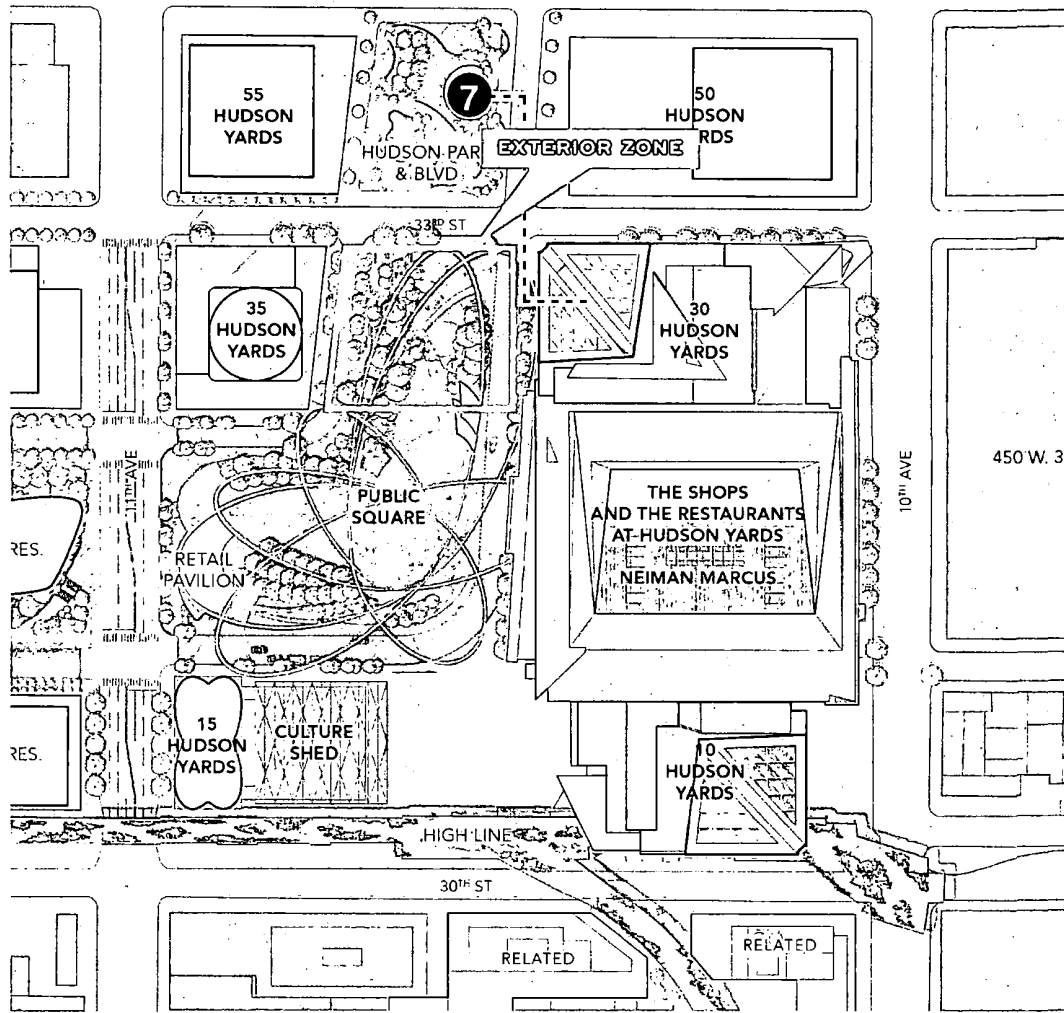
## **EXHIBIT L TO AMENDED AND RESTATED DECLARATION**

### **BUILDING DESCRIPTION**

The Building is a 101 story mixed-use commercial condominium located at 20 Hudson Yards and 30 Hudson Yards (a/k/a 500 West 33<sup>rd</sup> Street). The mixed-use Building comprises the retail podium and mechanical plant spaces, and the office tower portion on floors 14 and above. Office tower lobby is located on floor 1, with a sky lobby at floor 35. An observation deck component is located at the top of the tower, on floors 100 & 101. The Building is a steel structure with a primary Building envelope of aluminum and glass curtain wall, consisting of vision glazing, glazed spandrel panels, and architectural grilles at mechanical louver conditions. The retail podium is also clad in a perforated aluminum rain screen panel system over a backup wall of light-gauge steel framing, sheathing, waterproofing and insulation. The base of the Building is comprised of a vented stone rain screen and an aluminum and glass storefront system.

\*For the avoidance of doubt, floor numbers listed above refer to the marketing designations.

# EXHIBIT M EXTERIOR ZONE





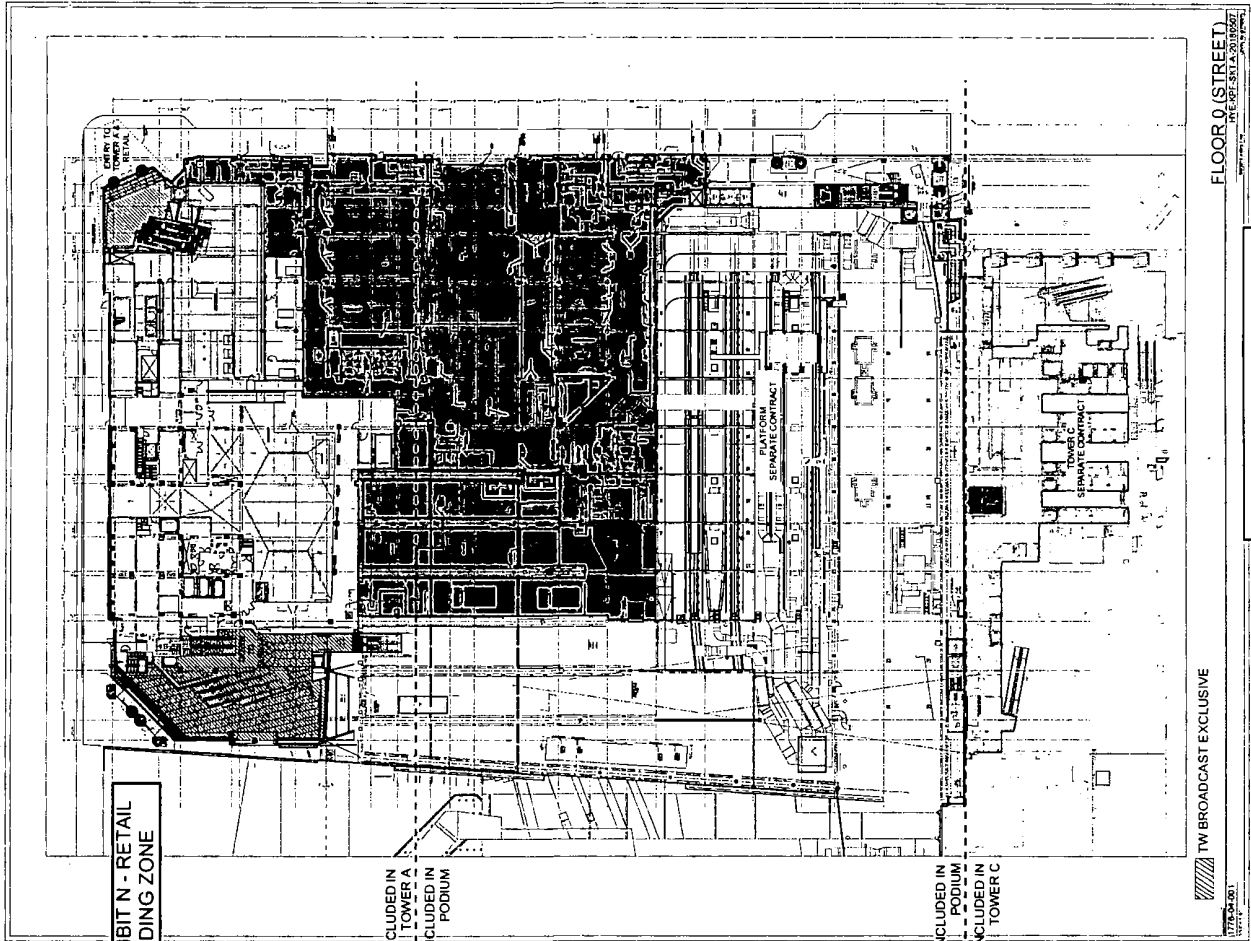


EXHIBIT N - RETAIL BUILDING ZONE

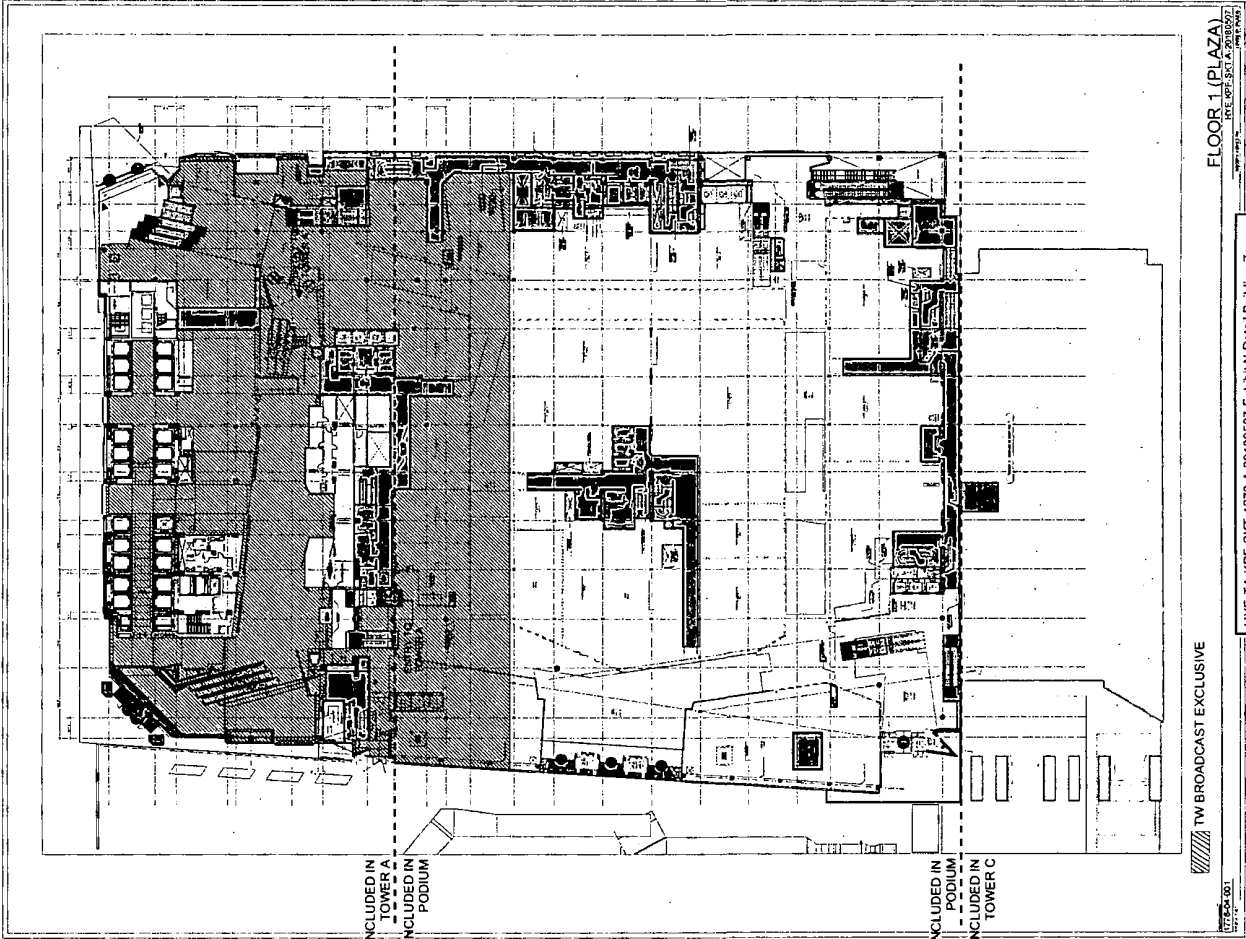
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 AREA INCLUDED IN PODIUM

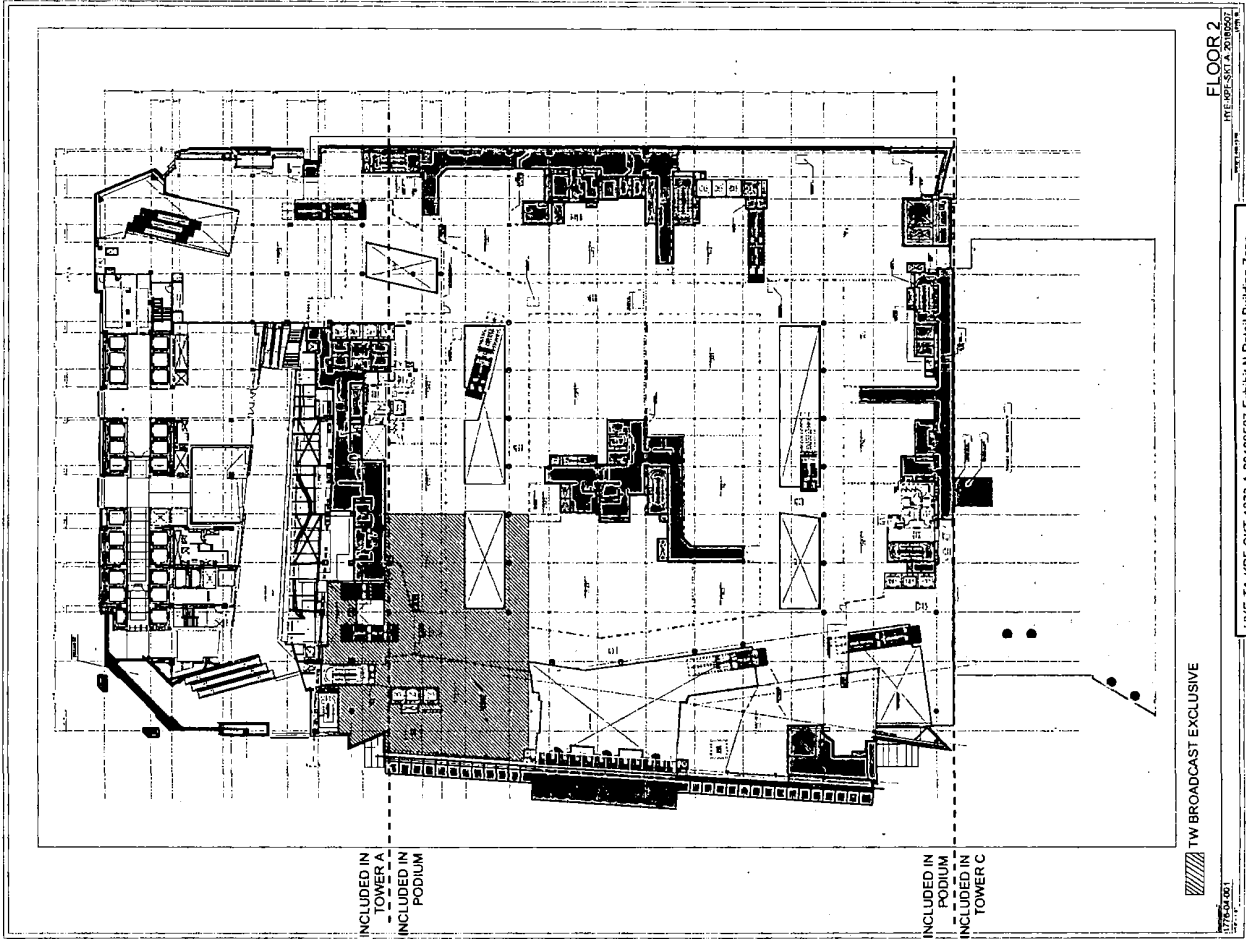
AREA INCLUDED IN PODIUM  
 AREA INCLUDED IN TOWER C

TW BROADCAST EXCLUSIVE

FLOOR 0 (STREET)

H/E: A/P/F: S/T: 173-A-201/8057-Embar N-Retail Building Zone  
 DATE: 04-2011





AREA INCLUDED IN  
TOWER A

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
TOWER C

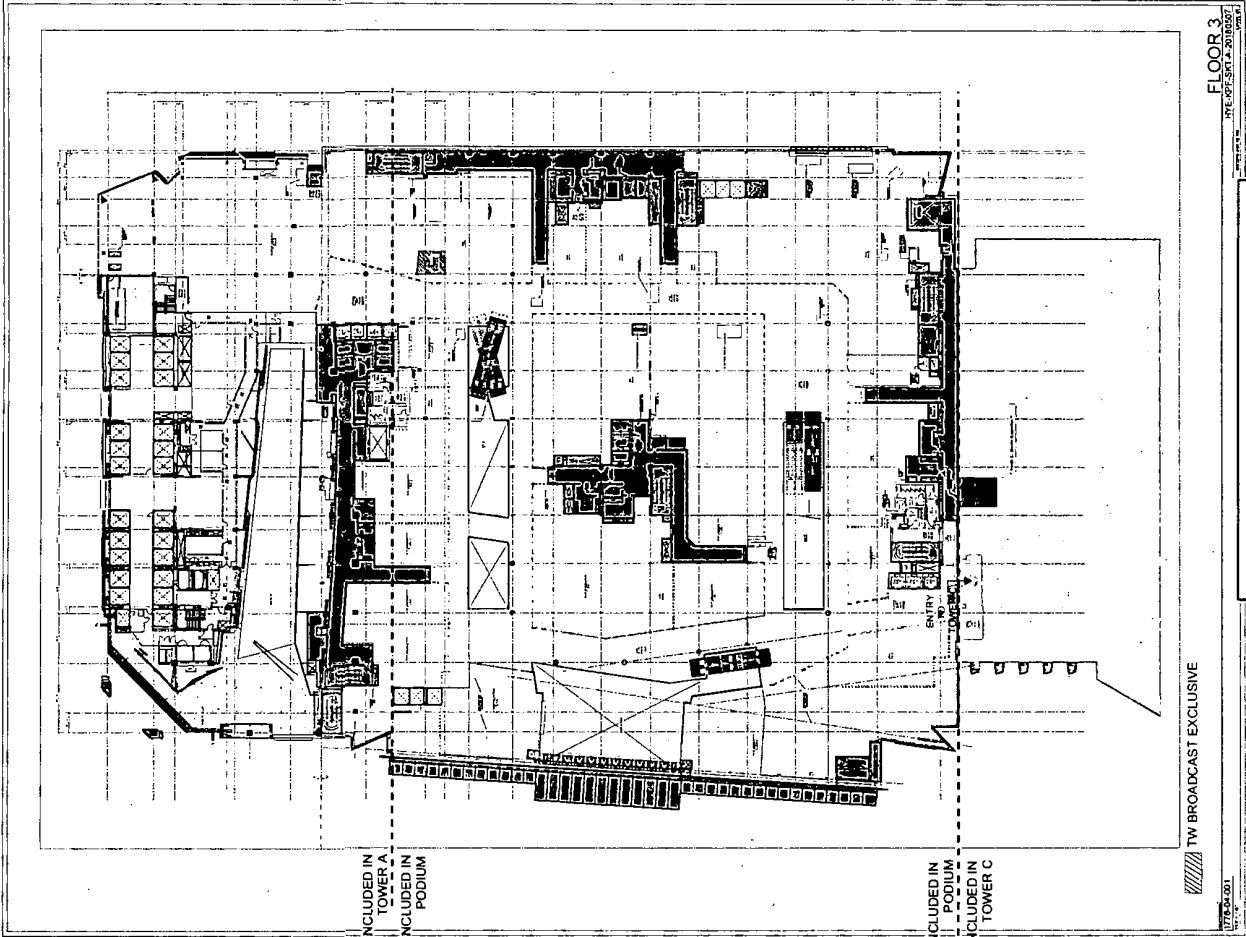
TW BROADCAST EXCLUSIVE

FLOOR 2

PREPARED BY: SCA 2010/02/02

HYE-TA-KPF-SKT-1273-A-2010/06/07-Exhibit N-Retail Building Zone

177634-001



AREA INCLUDED IN  
TOWER A

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
TOWER C

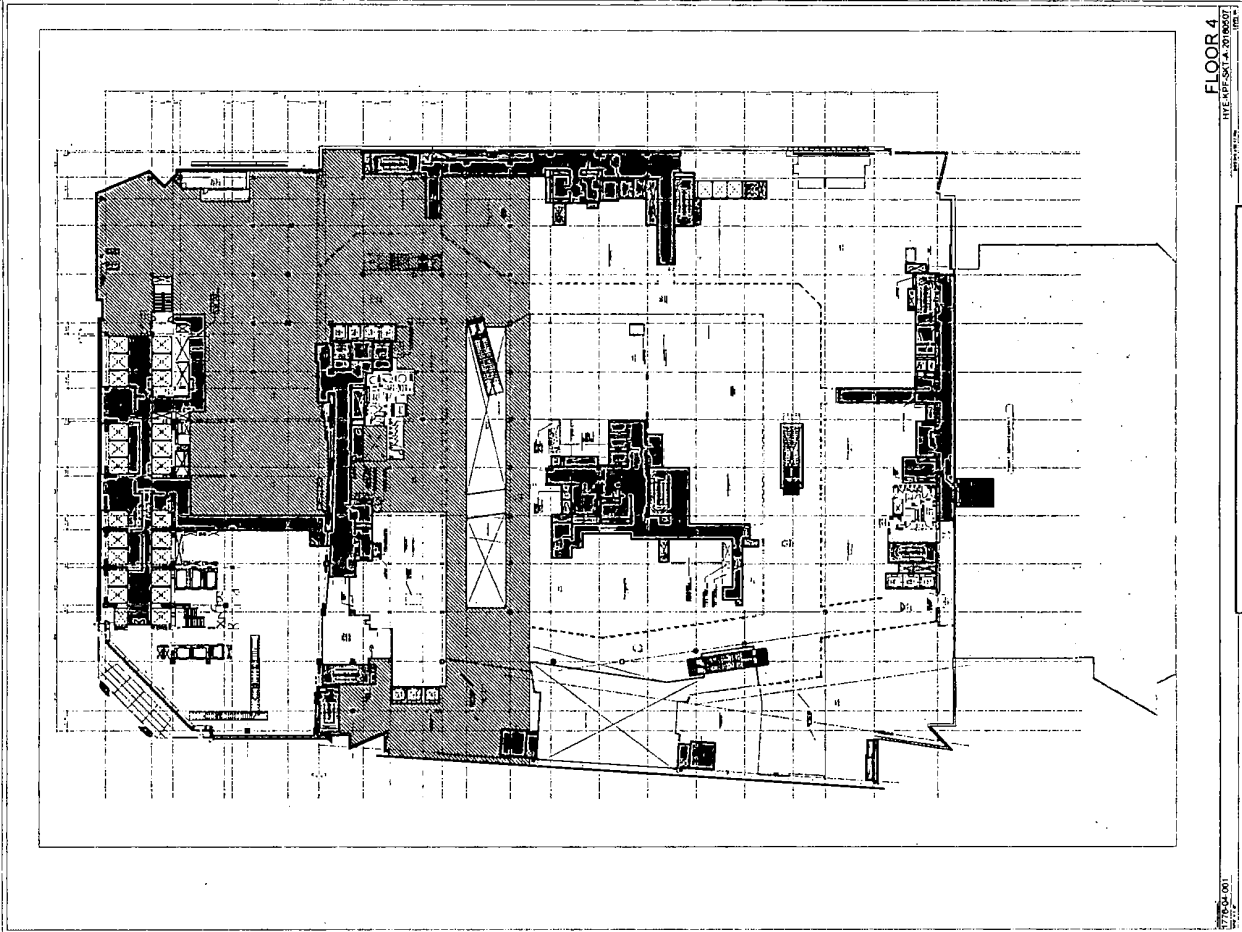
TW BROADCAST EXCLUSIVE

FLOOR 3

DATE: 11/11/07

HYE-TA-KPF-SKT-1273-A-20180507-Exhibit N-Retail Building Zone

11/11/07

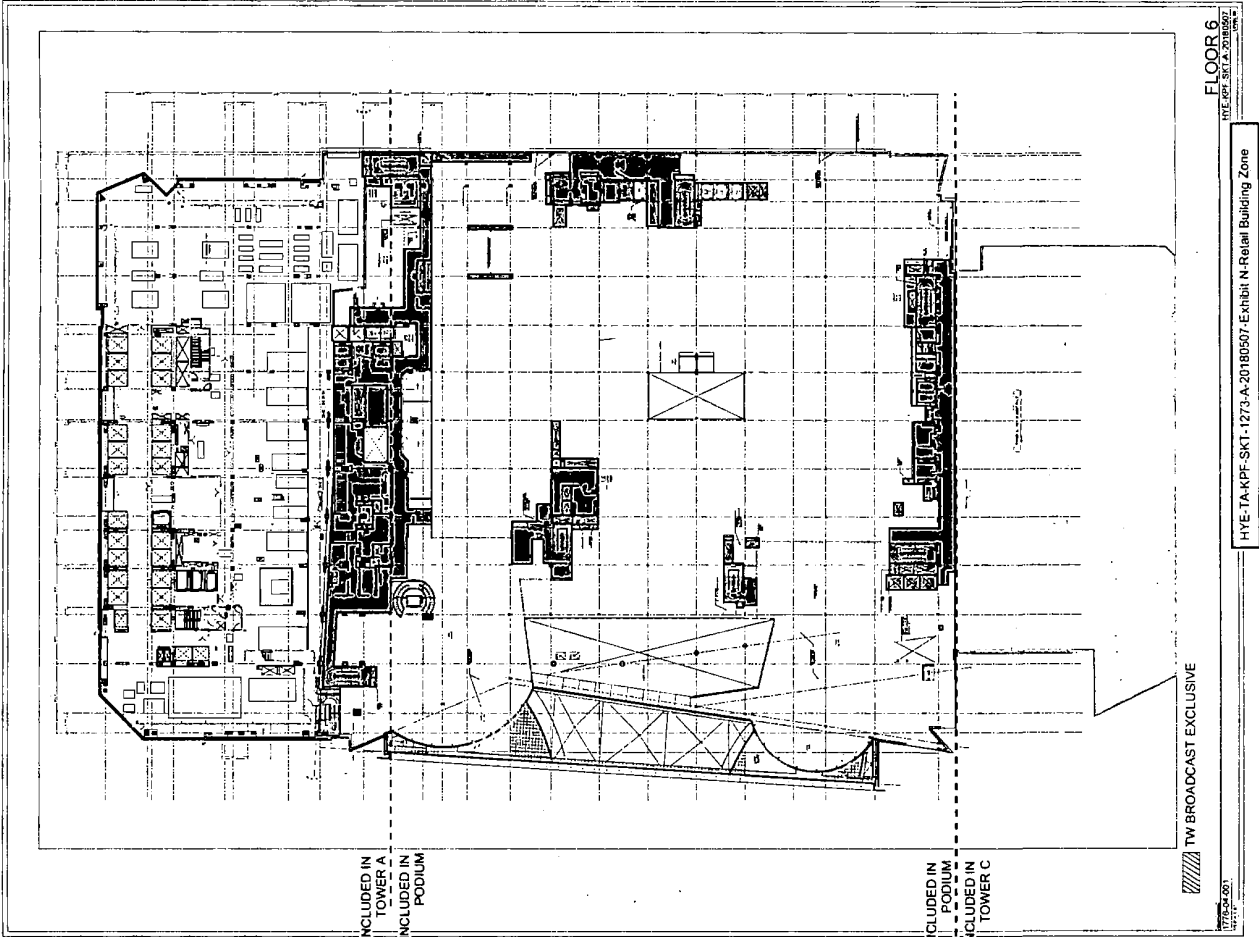


FLOOR 4

DATE: 11/11/03  
BY: [illegible]

HVE-TA-KPF-SKT-1273-A-20180507-Exhibit N-Retail Building Zone

11/11/03



AREA INCLUDED IN  
TOWER A

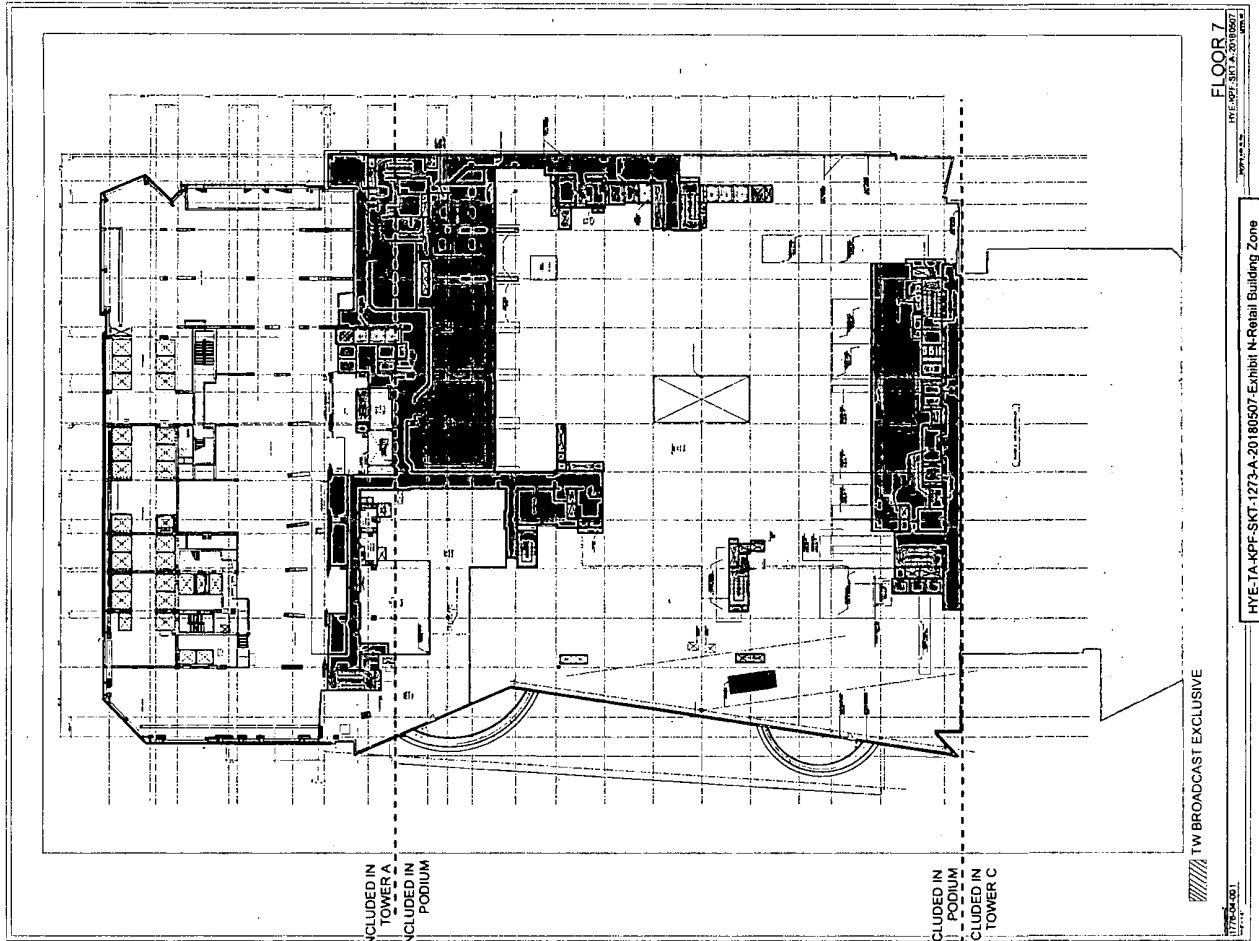
AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
TOWER C

TW BROADCAST EXCLUSIVE

**FLOOR 6**  
DATE: 01/11/02  
 SCALE: 1/8" = 1'-0"

HVE-TA-RPF-SKT-1273-A-20180507-Exhibit M-Retail Building Zone



AREA INCLUDED IN  
TOWER A

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
TOWER C

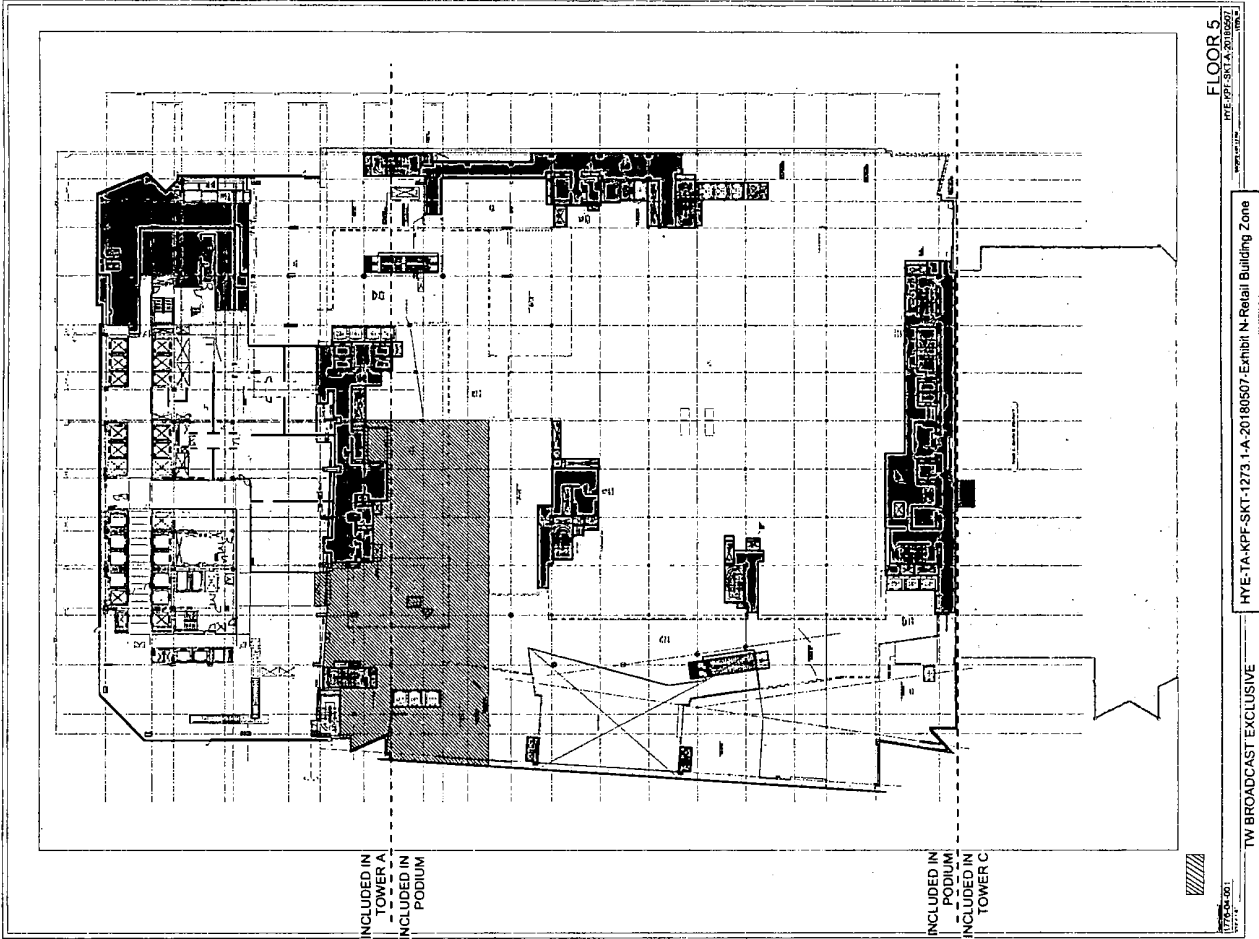
TW BROADCAST EXCLUSIVE

**FLOOR 7**

PL 6-207, 310, A, 2018/2017

HYE-TA-KPF-SKT-1273-A-20180507-Exhibit N-Retail Building Zone

1/17/2018



AREA INCLUDED IN  
TOWER A

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
PODIUM

AREA INCLUDED IN  
TOWER C

**FLOOR 5**

REVISED: 10/20/2007

HYE-TA-KPF-SKT-1273.1-A-20180507-Exhibit N-Retail Building Zone

TW BROADCAST EXCLUSIVE

1/17/08-01



**EXHIBIT O TO AMENDED AND RESTATED DECLARATION**

**TOWER UNIT OWNER DEDICATED AND EXCLUSIVE RIGHTS TO CERTAIN TOWER LIMITED COMMON ELEMENTS**

<b>Drawing No.</b>	<b>Location of Easement</b>	<b>Area No.</b>	<b>Description</b>	<b>Exclusive / Non-Exclusive</b>	<b>Burdened Unit / Common Element</b>	<b>Benefitted Unit / Common Element</b>	<b>Terms</b>
CO-0003	Floor 00	Area 31	PE Unit Messenger Center	Exclusive	TLCE	PE 1 Unit	The PE 1 Unit Owner shall have an easement for the exclusive use of the PE Tower Messenger Center in accordance with Section 8.7.6 of the Declaration.
CO-0003	Floor 00	Area 32	Northwest Tower Entrance	Exclusive	TLCE	All Tower Units other than the Ob Deck Unit	The lobby on Floor 00 of the Building indicated as Area 32 on the Floor Plans shall be for the exclusive use of the RHY Unit Owner, OX Unit Owner, WF Unit Owner, PE Unit Owners and Time Warner Unit Owner. This floor 00 lobby access area shall be operated and maintained by the Tower Board and costs associated therewith shall be allocated in accordance with the Tower Allocation Schedule.
CO-0103	Floor 01	Area 33	Floor 01 Lobby Concourse	Exclusive	TLCE	All Tower Units other than the Ob Deck Unit	The lobby concourse on Floor 01 of the Building indicated as Area 33 on the Floor Plans shall be for the exclusive use of the RHY Unit Owner, OX

CO-0103	Floor 01	Area 34	Floor 01 Office Lobby	Exclusive	TLCE	RHY Unit, OX Unit and WF Unit	Unit Owner, WF Unit Owner, PE Unit Owners and Time Warner Unit Owner. This Floor 01 Lobby Concourse shall be operated and maintained by the Tower Board and costs associated therewith shall be allocated in accordance with the Tower Allocation Schedule. The office lobby on Floor 01 of the Building indicated as Area 34 on the Floor Plans shall be for the exclusive use of the RHY Unit Owner, OX Unit Owner and WF Unit Owner. This Floor 01 Office Lobby shall be operated and maintained by the Tower Board and costs associated therewith shall be allocated in accordance with the Tower Allocation Schedule.
CO-0503	Floor 05	Area 19	PE Exclusive Tower Emergency Access Easement	Generally Exclusive	TLCE	PE Units	The hallway indicated as Area 19 on the Floor Plans shall be for the exclusive use of the PE Unit Owners except that the Tower Unit Owners shall have all necessary rights for egress for fire or emergency purposes through such hallway. The responsibility for and the cost of routine and/or non- structural maintenance, Repairs (as defined in the

<p>Condominium By-Laws) and replacements of the hallway indicated as Area 19 on the Floor Plans, and any non-structural additions, Alterations, decorations or improvements thereto and liability with respect thereto will be borne entirely by the PE Unit Owners pro rata; provided, however, any structural, capital, or extraordinary Repairs or Alterations to the hallway indicated as Area 19 on the Floor Plans shall be made by the Tower Board and subject to reimbursement by the PE Unit Owners pro rata for the costs associated therewith and for insurance. As set forth in Section 8.7.3 of the Tower By-Laws, any Alteration, renovation or design change to the hallway indicated as Area 19 shall also require the affirmative consent of the RHY Unit Owner, which consent will not be unreasonably withheld.</p>								
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CO-0503	Floor 05	Area 35	Floor 05 Lobby Concourse	Exclusive	TLCE	All Tower Units other than the Ob Deck Unit	The lobby concourse on Floor 05 indicated as Area 35 on the Floor Plans shall be for exclusive use of RHY Unit Owner, OX Unit Owner, WF Unit Owner, PE Unit Owners and Time Warner Unit Owner. This Floor 05 Lobby Concourse shall be operated and maintained by the Tower Board and costs associated therewith shall be allocated in accordance with the Tower Allocation Schedule.
CO-0503	Floor 05	Area 36	Floor 05 Office Lobby	Exclusive	TLCE	RHY Unit, OX Unit and WF Unit	The office lobby on Floor 05 of the Building indicated as Area 36 on the Floor Plans shall be for the exclusive use of the RHY Unit Owner, OX Unit Owner and WF Unit Owner. This Floor 05 Office Lobby shall be operated and maintained by the Tower Board and costs associated therewith shall be allocated in accordance with the Tower Allocation Schedule.

CO-6903, CO-7003, CO-7103	Floors 69 (roof) and bulkheads/stair landings above, to top of crown	Area 21	Skywalk Circulation / Egress Easement	Exclusive	TLCE	Ob Deck Unit	The Ob Deck Unit Owner shall have an easement for the installation of circulation space, including a staircase, in the areas indicated as Area 21 on the Floor Plans (which are components of the Ob Deck Thrill Feature). Notwithstanding anything to the contrary in the Declaration, the Condominium By-Laws or the Tower By-Laws to the contrary, the responsibility for and the cost of routine and/or non-structural maintenance, Repairs (as defined in the Condominium By-Laws), insurance and replacements of the Skywalk Circulation /Egress Easement areas indicated as Area 21 on the Floor Plans, and any non-structural additions, Alterations, decorations or improvements thereto and liability with respect thereto will be borne entirely by the Ob Deck Unit Owner; provided, however, any structural, capital, or extraordinary Repairs or Alterations to the Skywalk Circulation /Egress Easement areas indicated as Area 21 on the Floor Plans shall be made
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CO-2203	Floor 22	Area 28	PE Exclusive Emergency and Maintenance Easement	Generally Exclusive	TLCE	PE Units	<p>by the Tower Board and subject to reimbursement by the Ob Deck Unit Owner for the costs associated therewith. For the avoidance of doubt, the Ob Deck Unit Owner shall be required to obtain and maintain liability insurance with respect to the same as provided in Paragraph 12.2.1 of the Condominium By-Laws. For the avoidance of doubt, any limitation on the use or rights to the Tower Roof or other exterior of the Building in these Condominium Documents shall not be construed to prohibit the Ob Deck Thrill Feature.</p> <p>The hallway indicated as Area 28 on the Floor Plans shall be for the exclusive use of the PE Unit Owners, except for the following: (1) the Tower Unit Owners shall have all necessary rights for egress for fire or emergency purposes through such hallway; and (2) the Tower Board and its managing agent shall have all rights necessary for maintenance as more particularly set forth in Sections 15.2 and 15.6 of the Declaration. The</p>
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<p>responsibility for and the cost of routine and/or non-structural maintenance, Repairs (as defined in the Condominium By-Laws) and replacements of the hallway indicated as Area 28 on the Floor Plans, and any non-structural additions, Alterations, decorations or improvements thereto and liability with respect thereto will be borne entirely by the PE Unit Owners pro rata; provided, however, any structural, capital, or extraordinary Repairs or Alterations to the hallway indicated as Area 28 on the Floor Plans shall be made by the Tower Board and subject to reimbursement by the PE Unit Owners pro rata for the costs associated therewith and for insurance. As set forth in Section 8.7.3 of the Tower By-Laws, any Alteration, renovation or design change to the hallway indicated as Area 28 shall also require the affirmative consent of the RHY Unit Owner, which consent will not be unreasonably withheld.</p>							
---	--	--	--	--	--	--	--

CO-2203	Floor 22	Area 37	Office Sky Lobby	Exclusive	TLCE	RHY Unit Owner, OX Unit Owner and WF Unit Owner	The RHY Unit Owner, OX Unit Owner and WF Unit Owner shall have an easement for the exclusive use of the Office Sky Lobby indicated as Area 37 on the Floor Plans in accordance with Section 15.26 of the Declaration.
CO-2203	Floor 22	Area 20	RHY Unit Access Easement	Generally Exclusive	TLCE	OX Unit Owner and WF Unit Owner	The OX Unit Owner and WF Unit Owner shall have an easement for the exclusive use of the area indicated as Area 20 on the Floor Plans in accordance with Section 15.26 of the Declaration, except that such exclusive use shall be subject to an easement in favor of the RHY Unit Owner set forth in Section 15.26 of the Declaration.



CO-2203	Floor 22	Area 38	Sky Lobby: High Rise Elevator Lobby	Exclusive	TLCE	RHY Unit Owner and PE Unit Owners	The RHY Unit Owner and PE Unit Owners shall have an easement for the exclusive use of the Sky Lobby: High Rise Elevator Lobby indicated as Area 38 on the Floor Plans in accordance with Section 15.26 of the Declaration.
CO-2103U – CO-3803	Floors 21U - 38	Area 22	Stair B – TW Unit Exclusive	Exclusive	TLCE	TW Unit Owner	The portions of staircase B indicated as Area 22 on the Floor Plans shall be for the exclusive use of the TW Unit Owner, except the Tower Board and its managing agent shall have all rights necessary for maintenance and Repair as more particularly set forth in Sections 15.2 and 15.6 of the Declaration. The responsibility for and the cost of routine and/or non-structural maintenance, Repairs (as defined in the Condominium By-Laws) and replacements of the portion of staircase B indicated as Area 22 on the Floor Plans, and any non-structural additions, Alterations, decorations or improvements thereto and liability with respect thereto

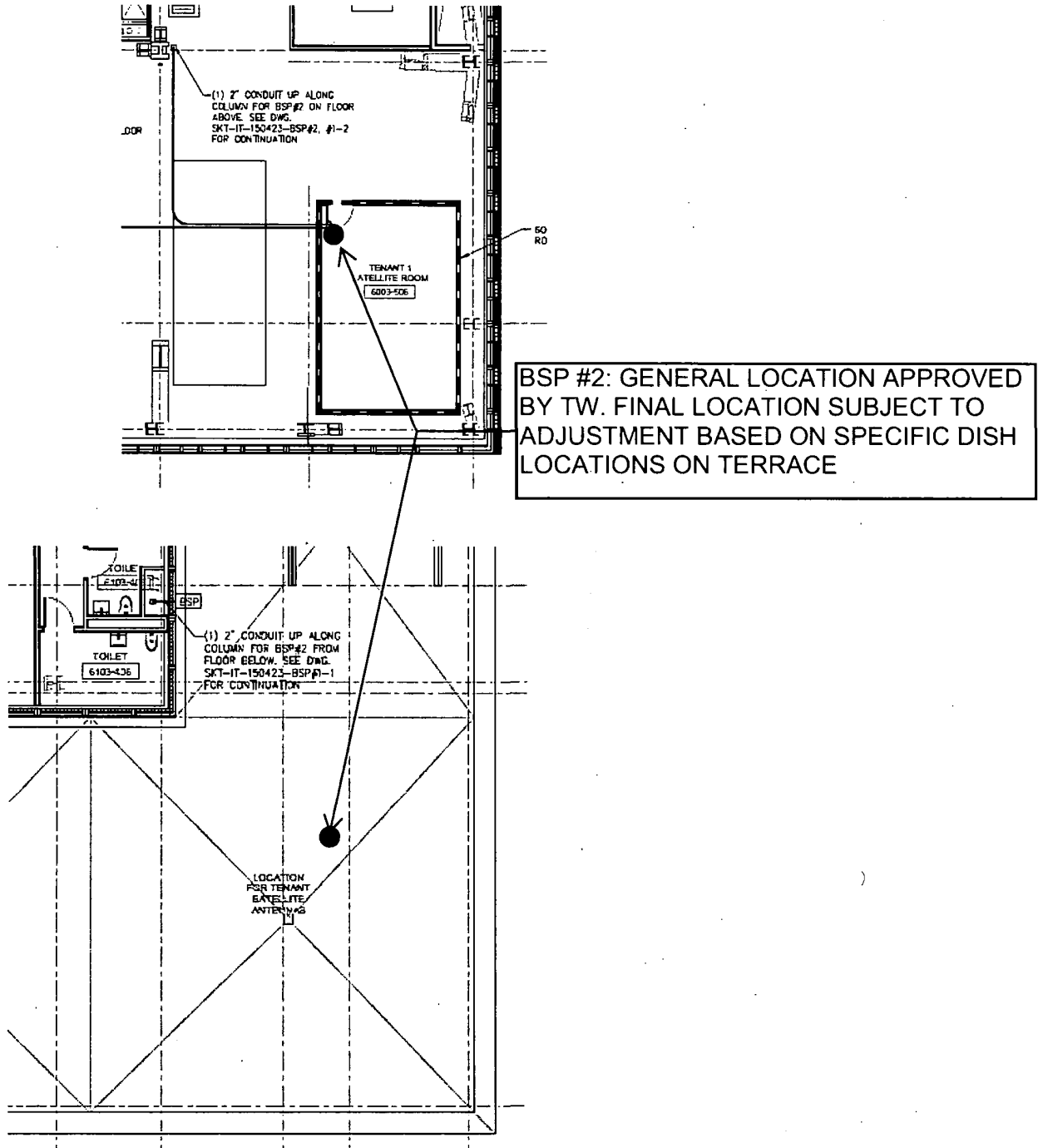


**EXHIBIT P TO AMENDED AND RESTATED DECLARATION**  
**TRAFFIC MANAGEMENT PLAN AND LOADING DOCK MANAGEMENT PLAN**

[REDACTED FROM THE PUBLIC RECORD;  
EXHIBIT P IS MAINTAINED ON FILE BY THE CONDOMINIUM BOARD IN THE  
BOOKS AND RECORDS OF THE CONDOMINIUM.]



- Can BSP #2 on satellite antenna area not be fed directly up through Satellite Room roof, a straighter route than shown? Coordinate it with other conduit that will serve satellite antenna.



End



PROJECT: HUBBARD YARDIN  
110 WEST 42ND STREET  
NEW YORK, NY 10018  
PROJECT NO. HY-13-01  
DATE: 08/14/13

CONTRACT NO. 13-01  
DATE: 08/14/13

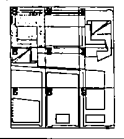
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DATE: 08/14/13

PROJECT NO. HY-13-01  
DATE: 08/14/13

PROJECT NO. HY-13-01  
DATE: 08/14/13

PROJECT NO. HY-13-01  
DATE: 08/14/13

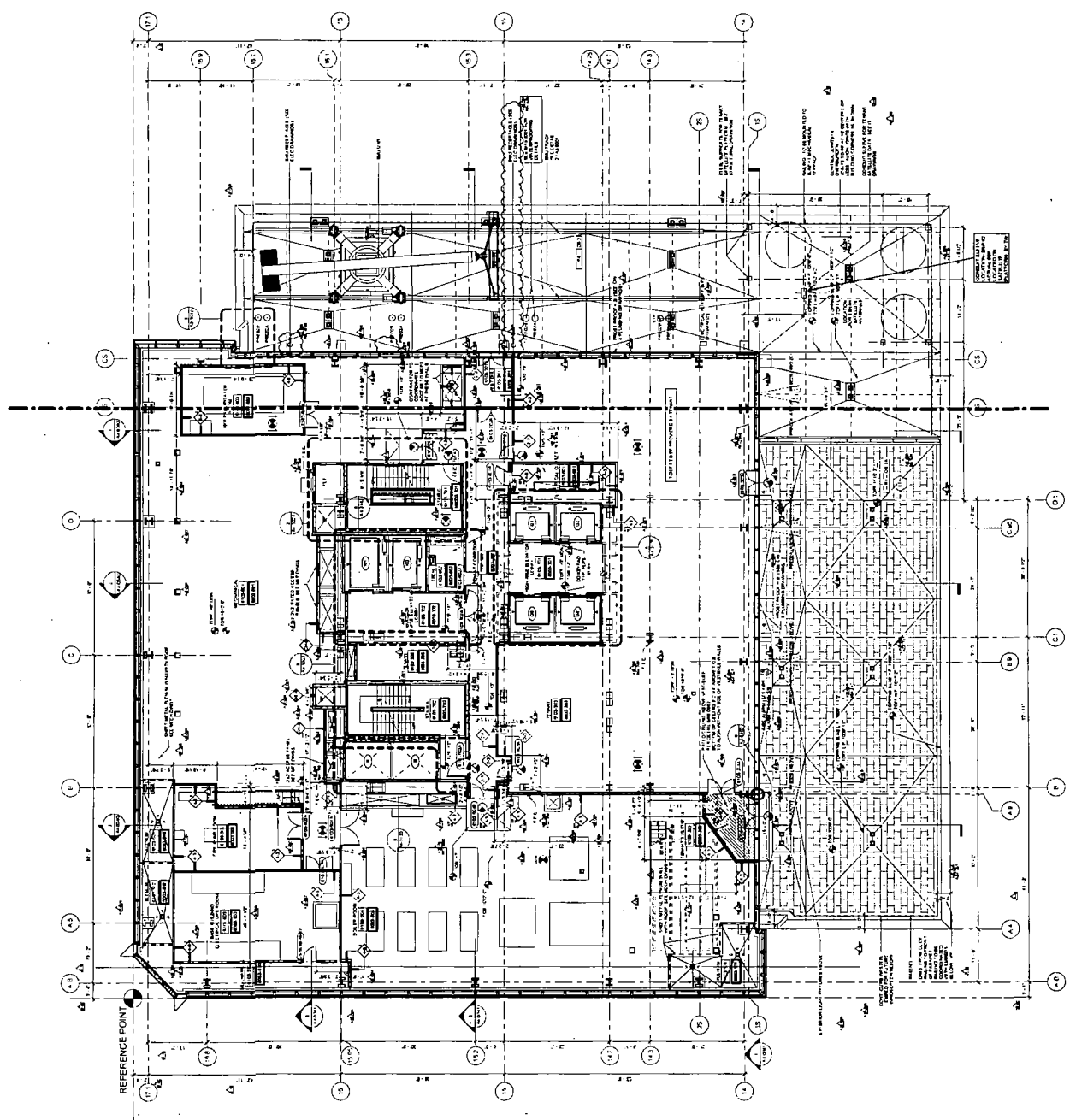
PROJECT NO. HY-13-01  
DATE: 08/14/13



PROJECT NO.	HY-13-01
DATE	08/14/13
PROJECT NAME	HUBBARD YARDIN
PROJECT ADDRESS	110 WEST 42ND STREET
PROJECT CITY	NEW YORK, NY
PROJECT STATE	NY
PROJECT ZIP	10018

FLOOR PLAN 61  
(DISPLAY 9B)

AT-6103



FLOOR PLAN 61 (DISPLAY 9B)

HYE-TA-KPF-SKT-562-A-20180713 TW BSP LOCATIONS REV9\_FINAL



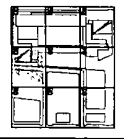


MECHANICAL ENGINEER  
 110 WEST 42ND STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000 FAX: 212 512 2001  
 WWW.HYKHT.COM

MECHANICAL ENGINEER  
 110 WEST 42ND STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000 FAX: 212 512 2001  
 WWW.HYKHT.COM

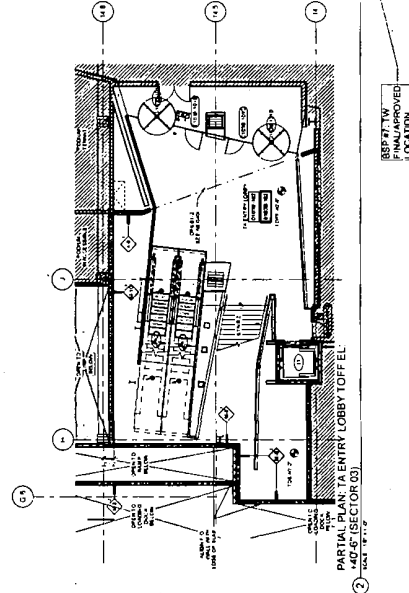
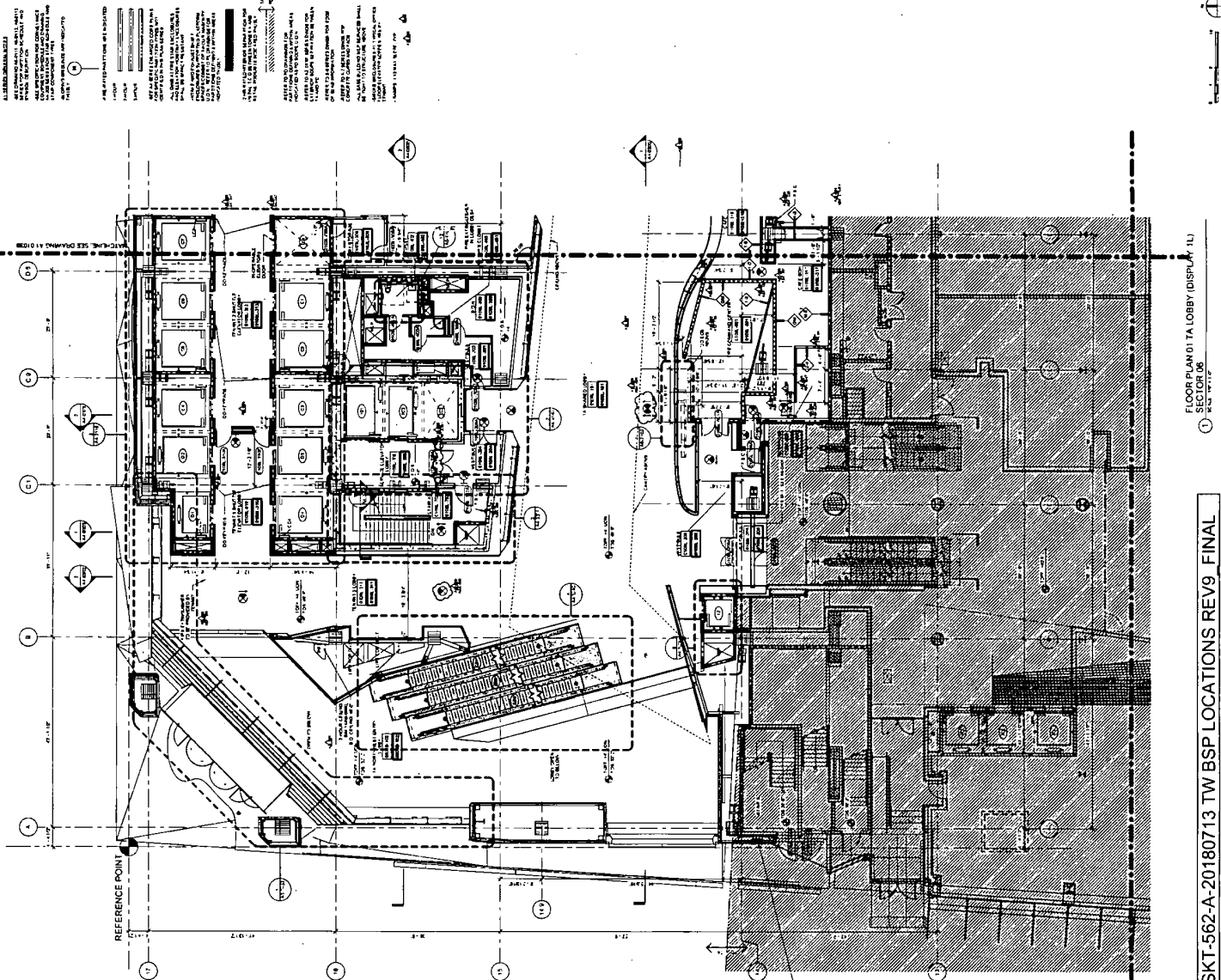
MECHANICAL ENGINEER  
 110 WEST 42ND STREET  
 NEW YORK, NY 10018  
 TEL: 212 512 2000 FAX: 212 512 2001  
 WWW.HYKHT.COM

NO.	DESCRIPTION	DATE
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3	ISSUED FOR PERMITS	08/14/09
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49	ISSUED FOR PERMITS	08/14/09
50	ISSUED FOR PERMITS	08/14/09



HUNSON YARDIN,  
KIMBLE HURNI  
AND TAYLOR PA  
NEW YORK, NY 10018  
TEL: 212 512 2000 FAX: 212 512 2001  
WWW.HYKHT.COM

HYE-TA-V-01006B  
 FLOOR PLAN 01 TA LOBBY (DISPLAY 1)  
 SECTOR 00B  
 A1-11006B



HYE-TA-KPF-SKT-562-A-20180713 TW BSP LOCATIONS REV9\_FINAL









**EXHIBIT R TO AMENDED AND RESTATED DECLARATION**

**PARKING AND VIP DROP OFF EXHIBIT**

[REDACTED FROM THE PUBLIC RECORD;  
EXHIBIT R IS MAINTAINED ON FILE BY THE CONDOMINIUM BOARD IN THE  
BOOKS AND RECORDS OF THE CONDOMINIUM.]



**EXHIBIT U TO AMENDED AND RESTATED DECLARATION**

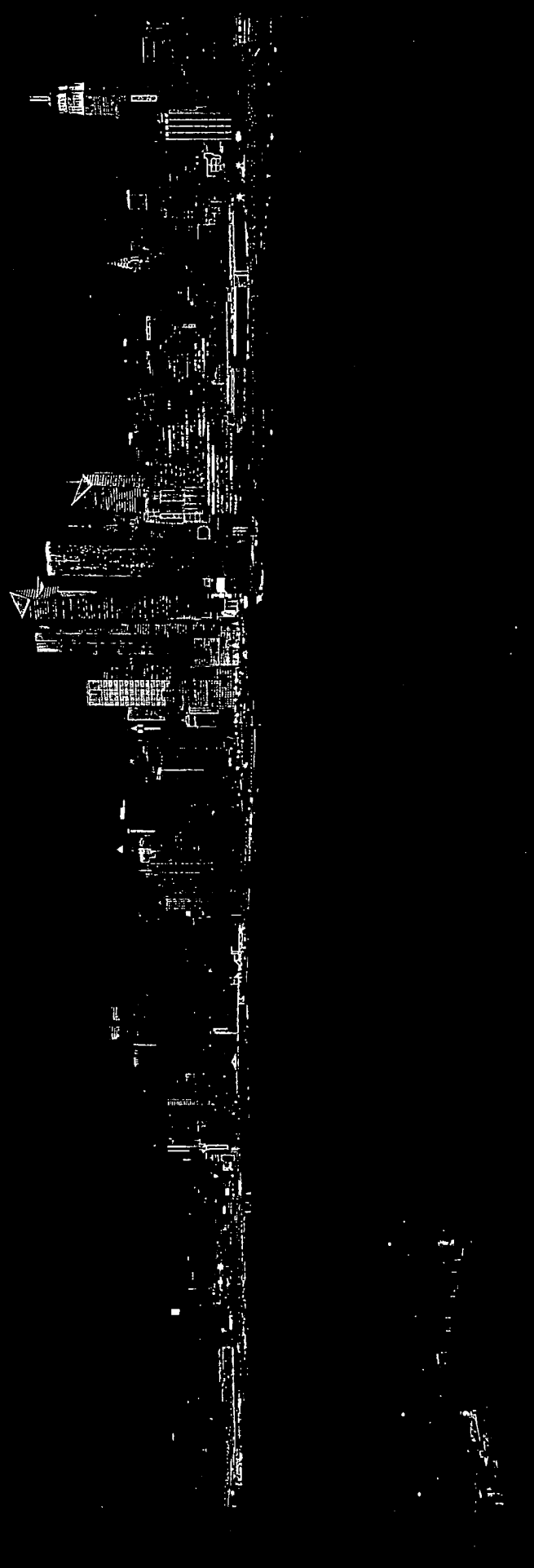
**VIP DROP OFF/WAITING AREA  
SECURITY PROTOCOLS**

[REDACTED FROM THE PUBLIC RECORD;  
EXHIBIT U IS MAINTAINED ON FILE BY THE CONDOMINIUM BOARD IN THE  
BOOKS AND RECORDS OF THE CONDOMINIUM.]

**HUDSON YARDS**  
**TOWER A**  
**EXTERIOR LIGHTING**

MAY 29, 2018

HUDSON YARDS | TOWER A | EXTERIOR LIGHTING  
LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013



**NEW JERSEY VIEW - NIGHT**

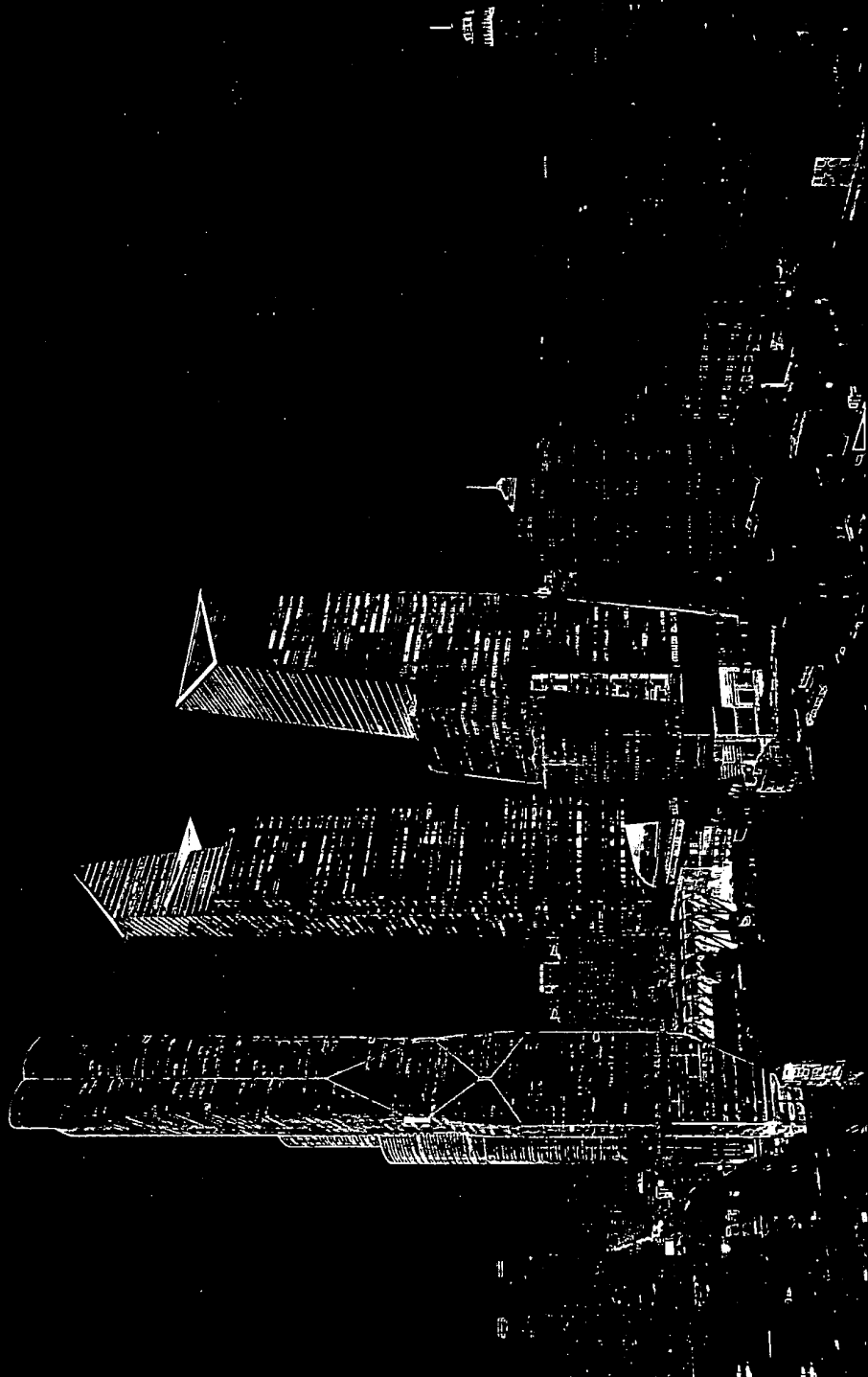
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LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013





## SKYLINE VIEW - NIGHT

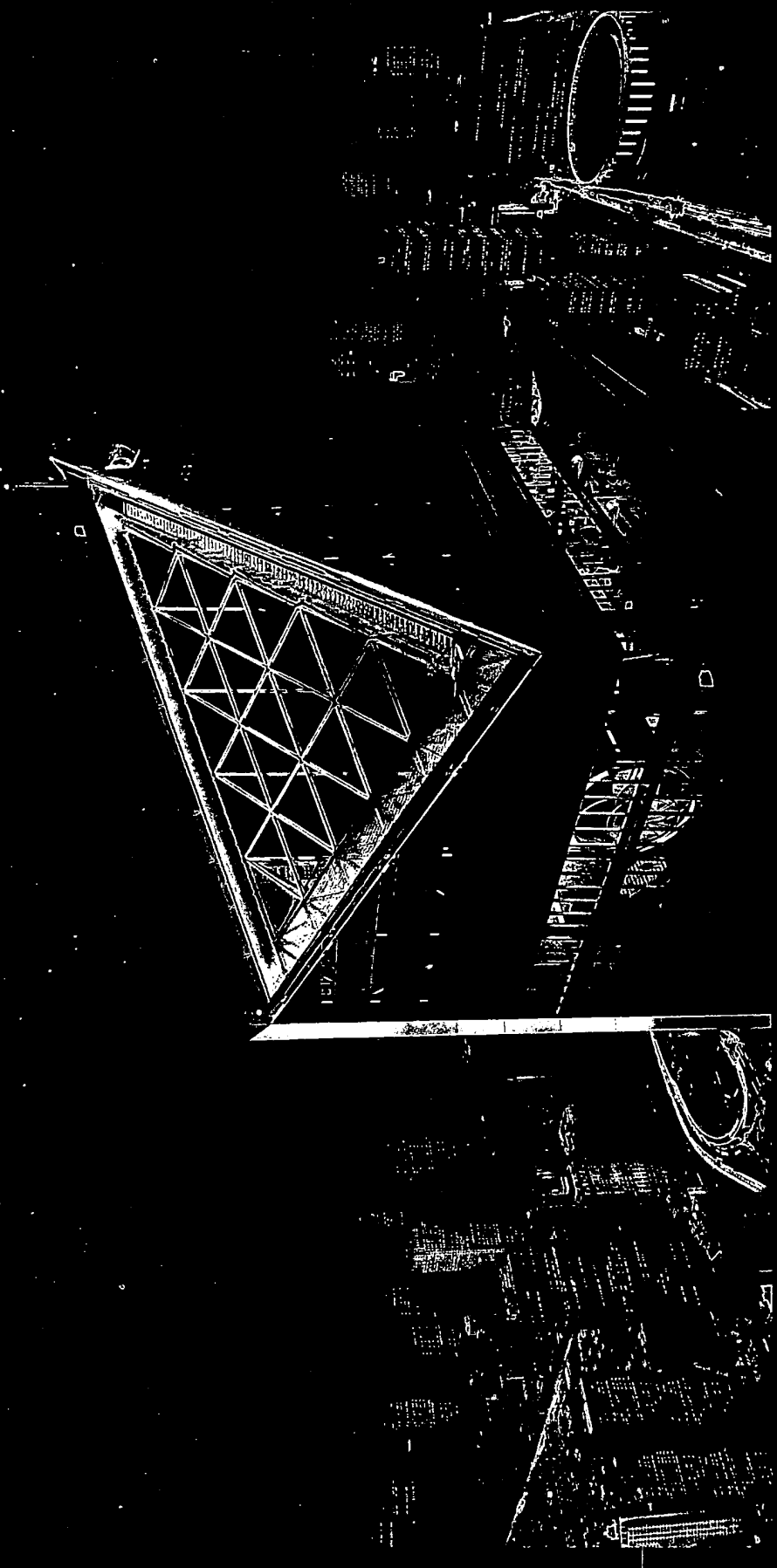
HUDSON YARDS | TOWER A | EXTERIOR LIGHTING  
LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013



**SKYLINE VIEW (LIGHTING BOLT BLUE) - NIGHT**

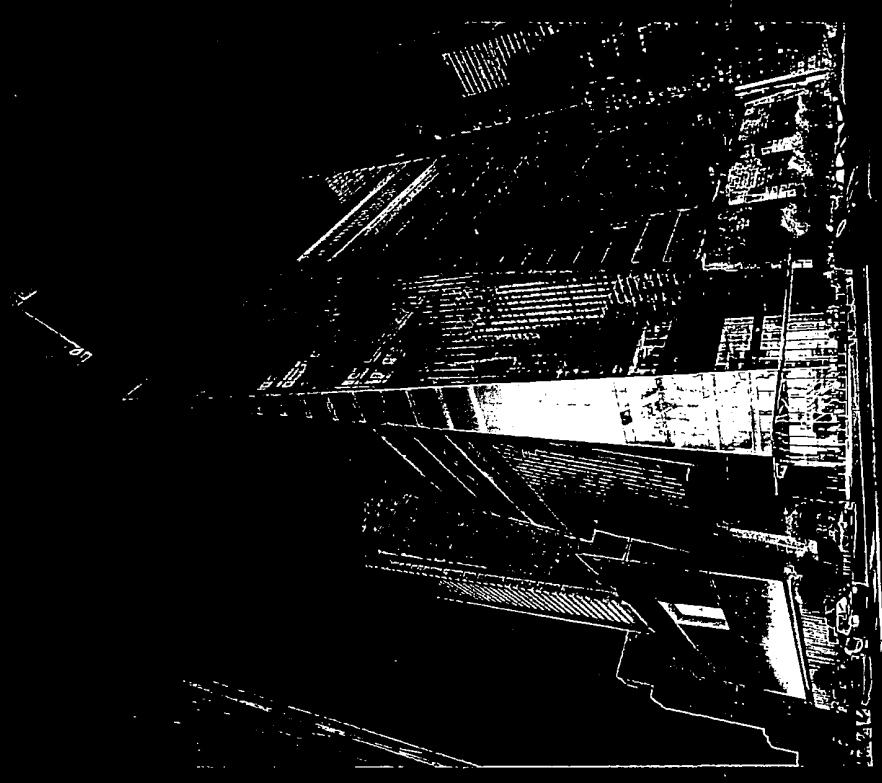
HUDSON YARDS | TOWER A | EXTERIOR LIGHTING  
LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013

SKYLINE  
VIEW



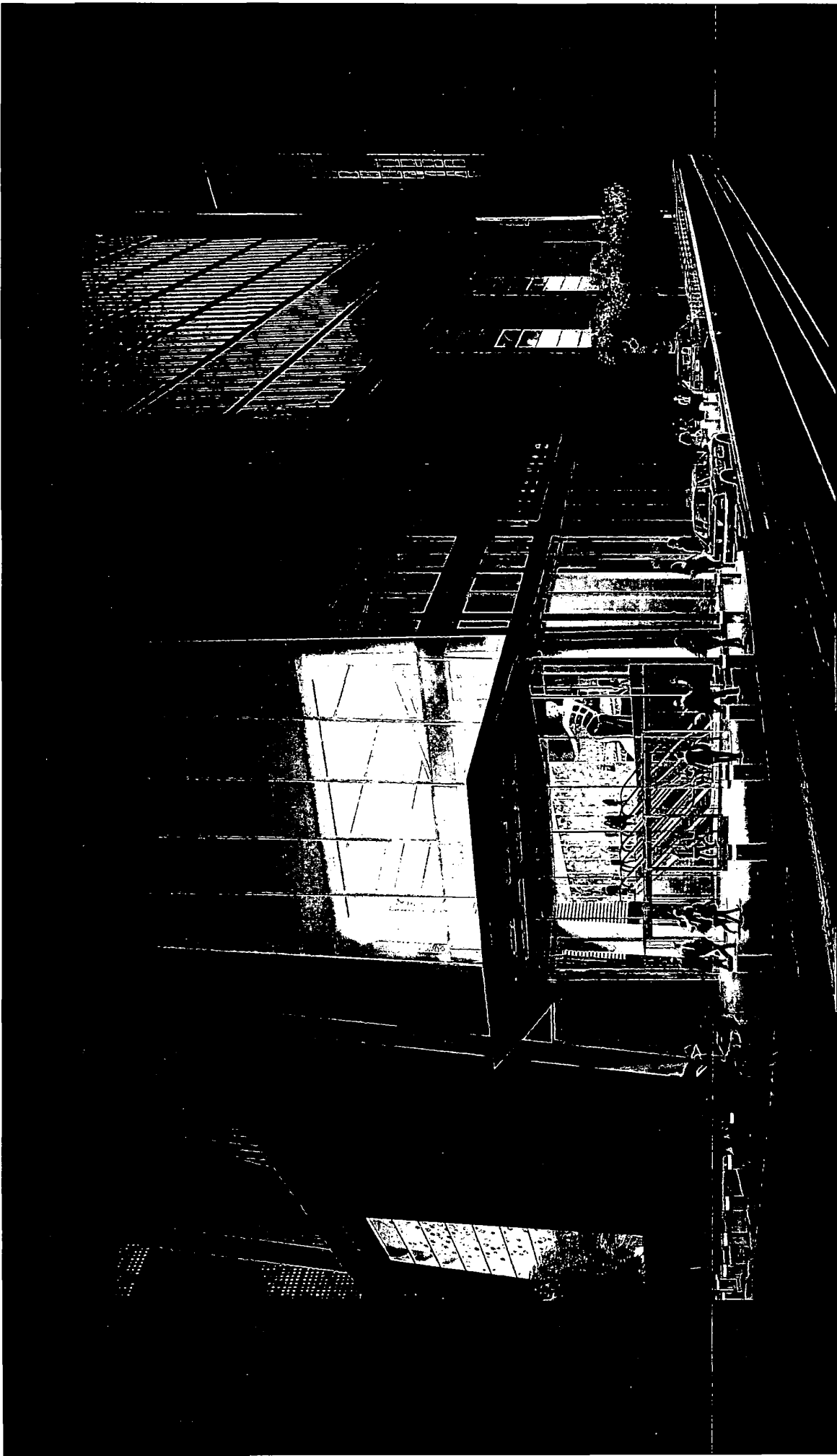
**CROWN LIGHTING - NIGHT**

HUDSON YARDS | TOWER A | EXTERIOR LIGHTING  
LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013



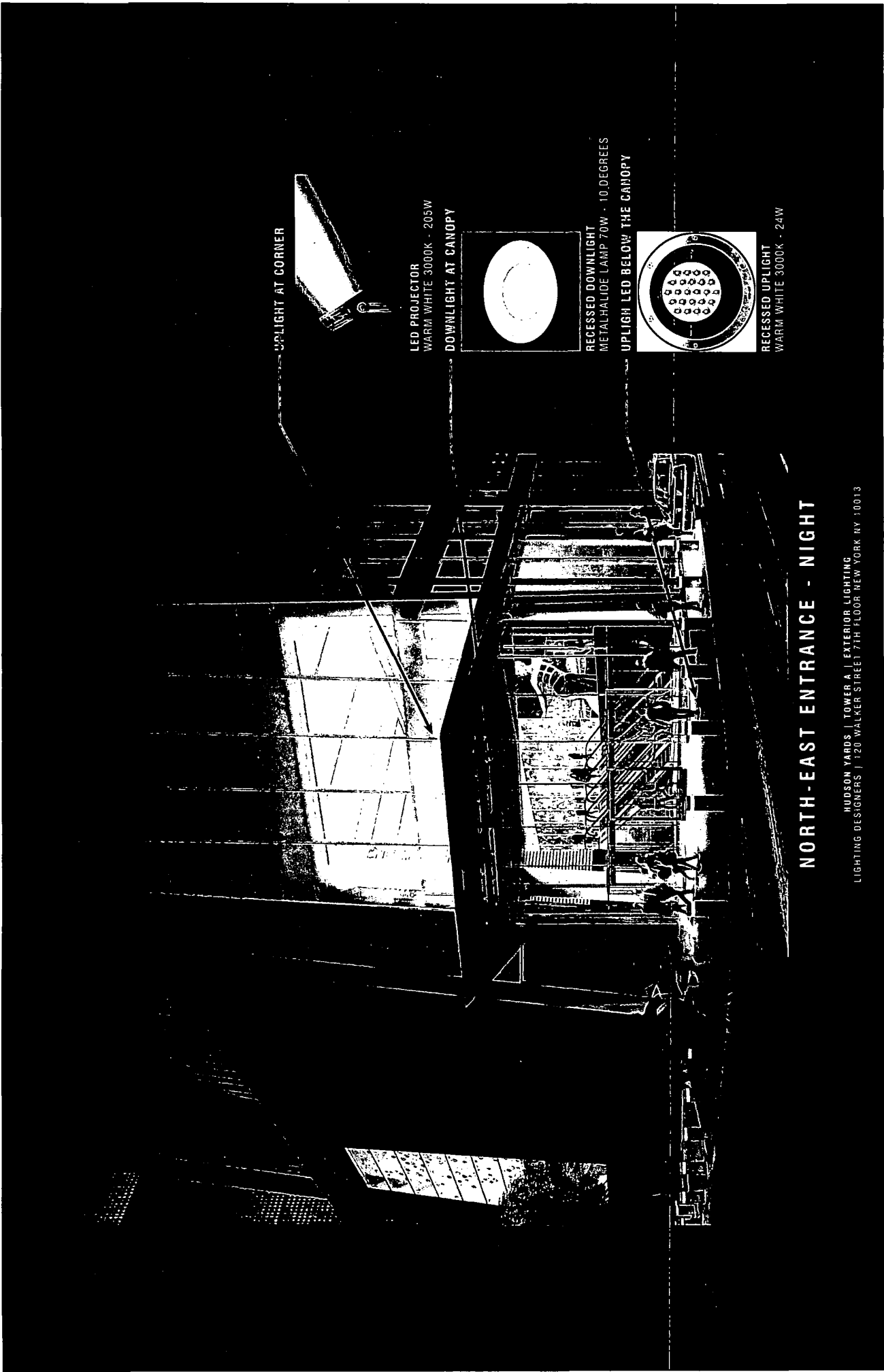
**NORTH-EAST CORNER - NIGHT**

HUDSON YARDS | TOWER A | EXTERIOR LIGHTING  
LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013



**NORTH-EAST ENTRANCE - NIGHT**

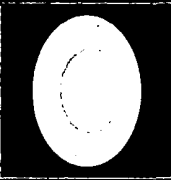
Hudson Yards | Tower A | Exterior Lighting  
Lighting Designers | 120 Walker Street 7th Floor New York NY 10013



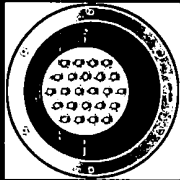
UPLIGHT AT CORNER



LED PROJECTOR  
WARM WHITE 3000K - 205W  
DOWNLIGHT AT CANOPY



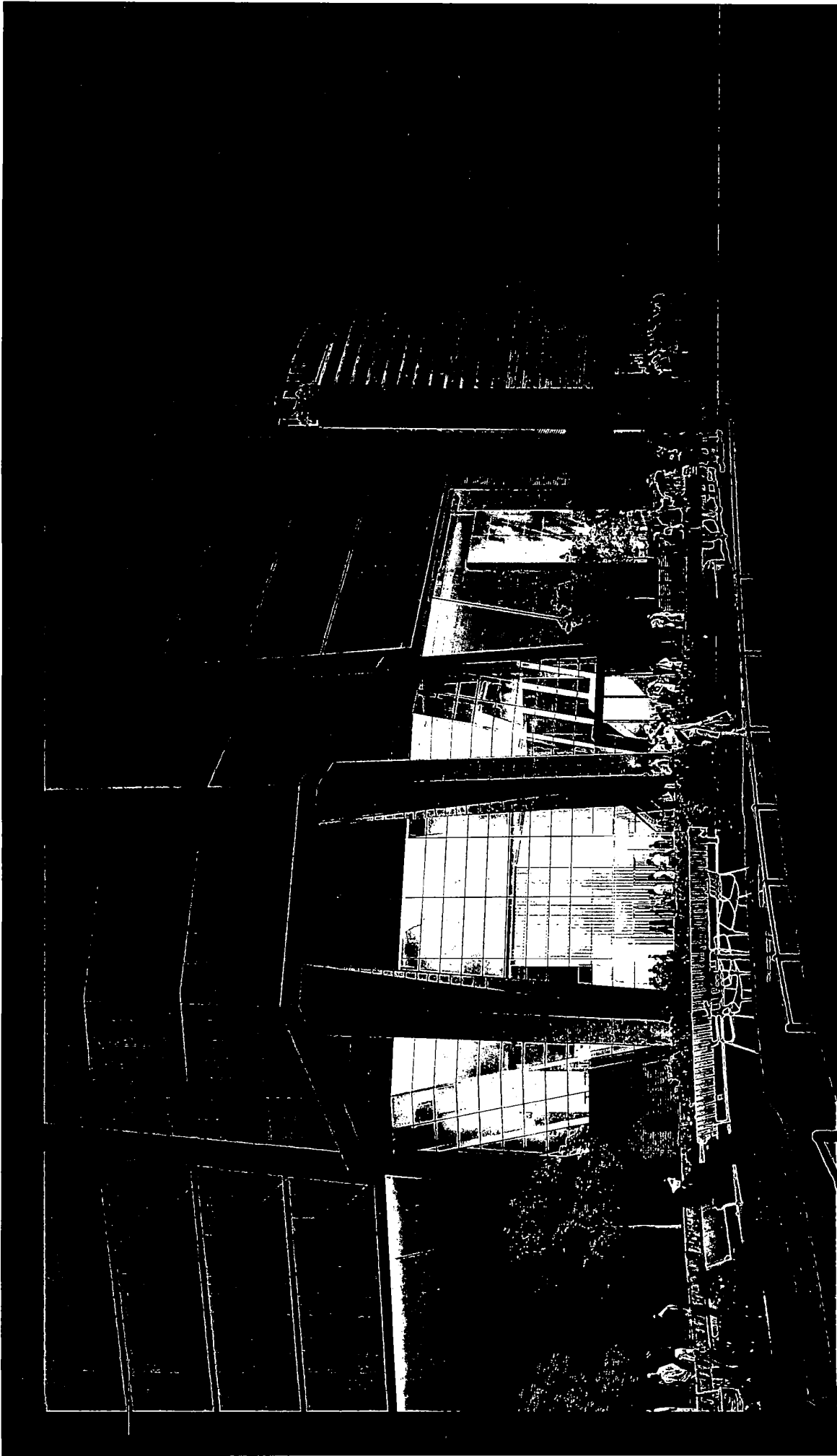
RECESSED DOWNLIGHT  
METAL-HALIDE LAMP 70W - 10 DEGREES  
UPLIGHT LED BELOW THE CANOPY



RECESSED UPLIGHT  
WARM WHITE 3000K - 24W

## NORTH-EAST ENTRANCE - NIGHT

HUDSON YARDS | TOWER A | EXTERIOR LIGHTING  
LIGHTING DESIGNERS | 120 WALKER STREET 7TH FLOOR NEW YORK NY 10013

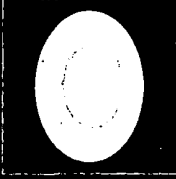


**NORTH-WEST VIEW - NIGHT**

Hudson Yards | Tower A | Exterior Lighting  
Lighting Designers | 120 Walker Street 7th Floor New York NY 10013

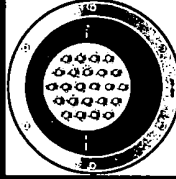


DOWNLIGHT AT CANOPY



RECESSED DOWNLIGHT  
METAL HALIDE LAMP - 70W - 10 DEGREES

UPLIGHT LED AT THE COLUMNS



RECESSED UPLIGHT  
WARM WHITE 3000K - 24W

## NORTH-WEST VIEW - NIGHT

Hudson Yards | Tower A | Exterior Lighting  
Lighting Designers | 120 Walker Street 7th Floor New York NY 10013



**EXHIBIT W TO AMENDED AND RESTATED DECLARATION**

**RETAIL EXCLUSIVE USE THERMAL EQUIPMENT**

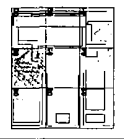


HUDSON YARDS -  
RETAIL PODIUM  
MECHANICAL PLAN  
TOWER A  
NEW YORK, NY



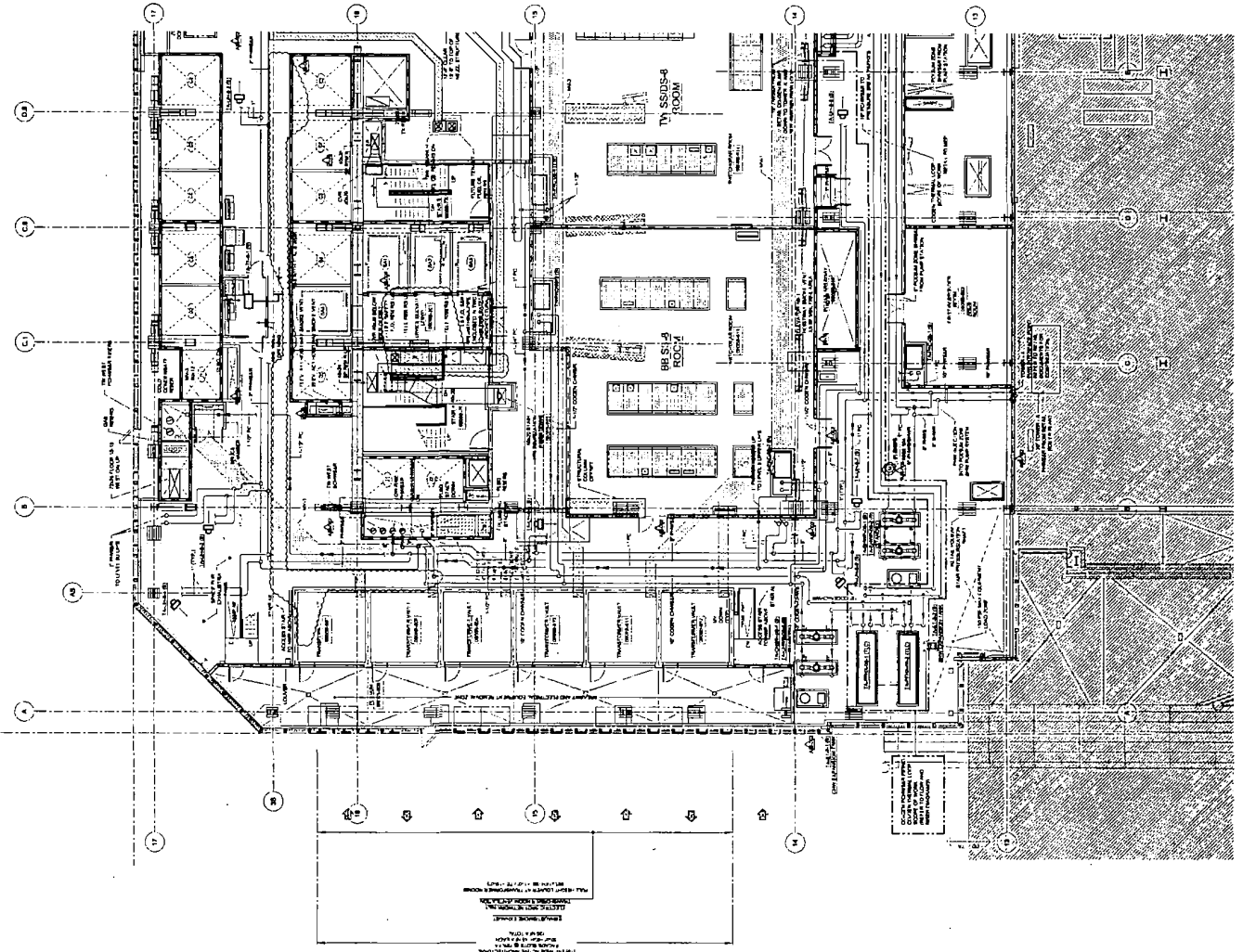
Client: Hudson Yards Development LLC  
 100 West Street, New York, NY 10038  
 Project: Hudson Yards Retail Podium Tower A  
 Date: 08/14/2018  
 Drawing No: MI-0806B  
 Scale: As Shown  
 Project Manager: [Name]  
 Designer: [Name]  
 Checker: [Name]  
 Title Block: [Name]  
 Date: 08/14/2018  
 Project: Hudson Yards Retail Podium Tower A  
 Drawing No: MI-0806B  
 Scale: As Shown

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/14/2018
2	REVISION	08/14/2018
3	REVISION	08/14/2018
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50	REVISION	08/14/2018



MECHANICAL PLAN  
 TOWER A  
 SECTOR 06B  
 MI-0806B

MI-0806B





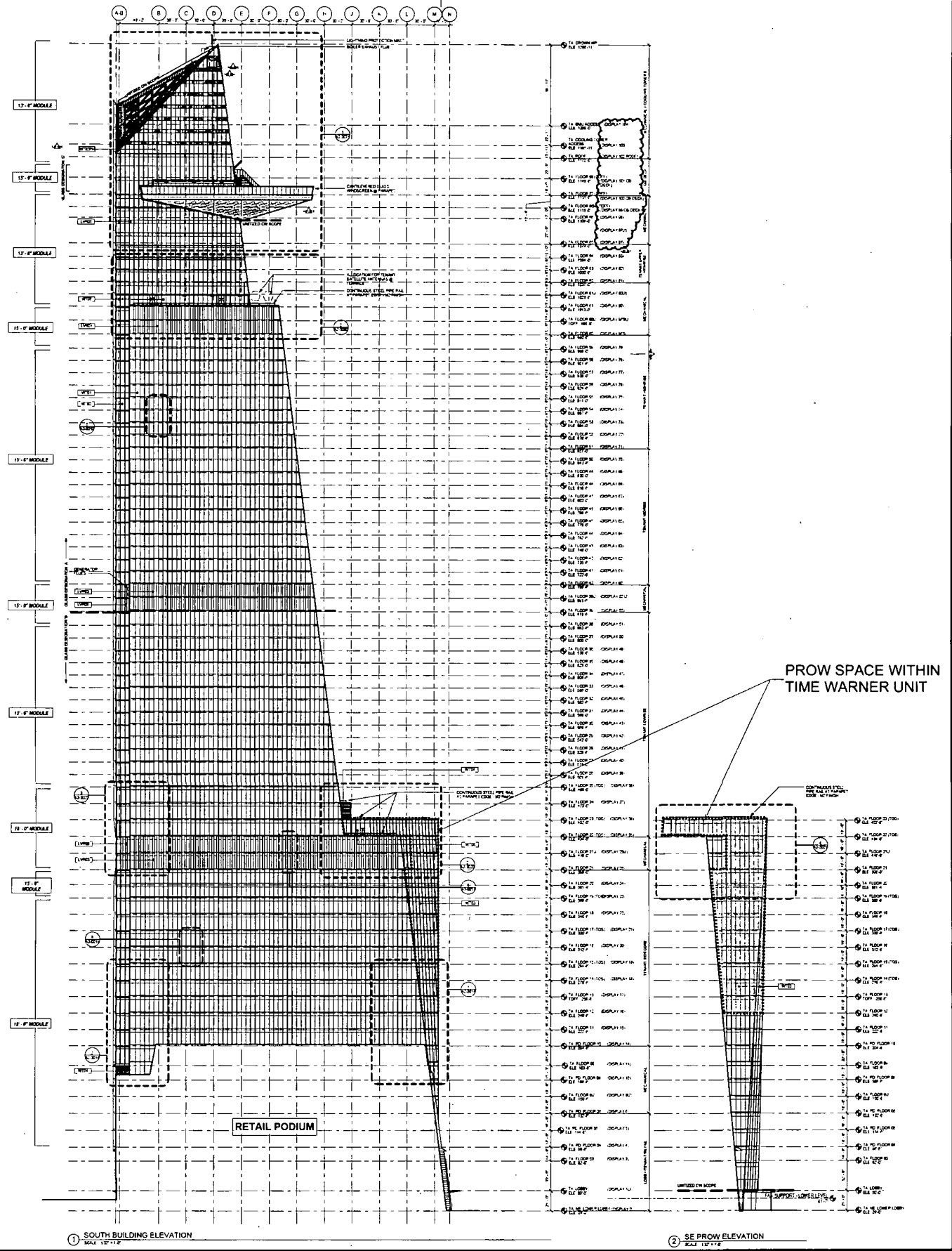
**EXHIBIT X TO AMENDED AND RESTATED DECLARATION**

**CONSTRUCTION AND MARKETING FLOORS**

# EXHIBIT X 7/13/2018

**30 HUDSON YARDS: FLOOR NUMBERING & FLOOR ELEVATIONS**  
**\*FDNY APPROVED MARKETING FLOOR NUMBERING\***  
 May 15, 2018

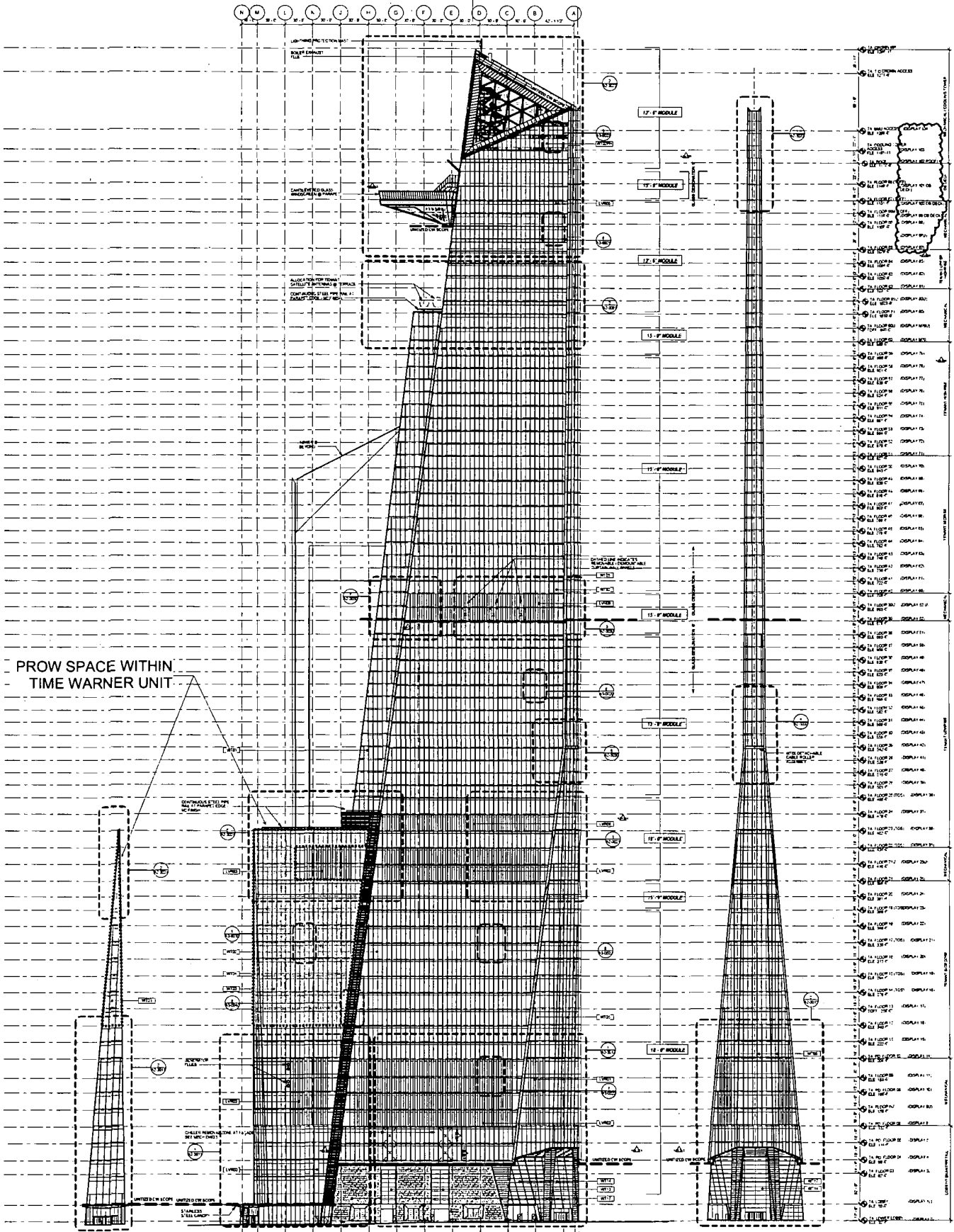
CONSTRUCTION FLOOR #	MARKETING FLOOR #
CROWN	n/a
70U / BMU	104 / BMU ACCESS
70 / COOLING TOWER	103 / COOLING TOWER
69 / ROOF	102 / ROOF
68	101
67	100
66M	99
66	98
65U	97U
65	97
64	83
63	82
62	81
61U	80U
61	80
60U	M79U
60	M79
59	79
58	78
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8	10
6U	6U
6	6
5	5
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.	.
11	11
1	1
00	00
00	0
00	0
C1	C1
C1	C1



DATE: 01/14/18  
 ORIGINAL BUILDING:  
 ELEVATION SHEET  
 A2-1002

**EXHIBIT Y**  
**TIME WARNER PROW CALLOUT**  
**7/13/2018: REPRINTED ON**  
**ASI-39 DWGS- NO CHANGES**  
**HYE-TA-KPF-SKT-1270-A-20180713\_EXH-Y-PROW\_ZONE**

HUBBARD PARSONS  
 RETAIL PODIUM  
 AND TOWER A  
 SCALE: 1/8" = 1'-0"



1 NORTHEAST PROW ELEVATION  
 SCALE: 1/8"=1'-0"

2 NORTH BUILDING ELEVATION  
 SCALE: 1/8"=1'-0"

3 NORTHWEST CHAMFER ELEVATION  
 SCALE: 1/8"=1'-0"

DATE: 11-11-2018	PROJECT: HUNSON YARIN RETAIL FORUM AND TOWER A
DESIGNER: ASI-39	CLIENT: HUNSON YARIN
CHECKER: ASI-39	DATE: 11-11-2018
SCALE: 1/8"=1'-0"	

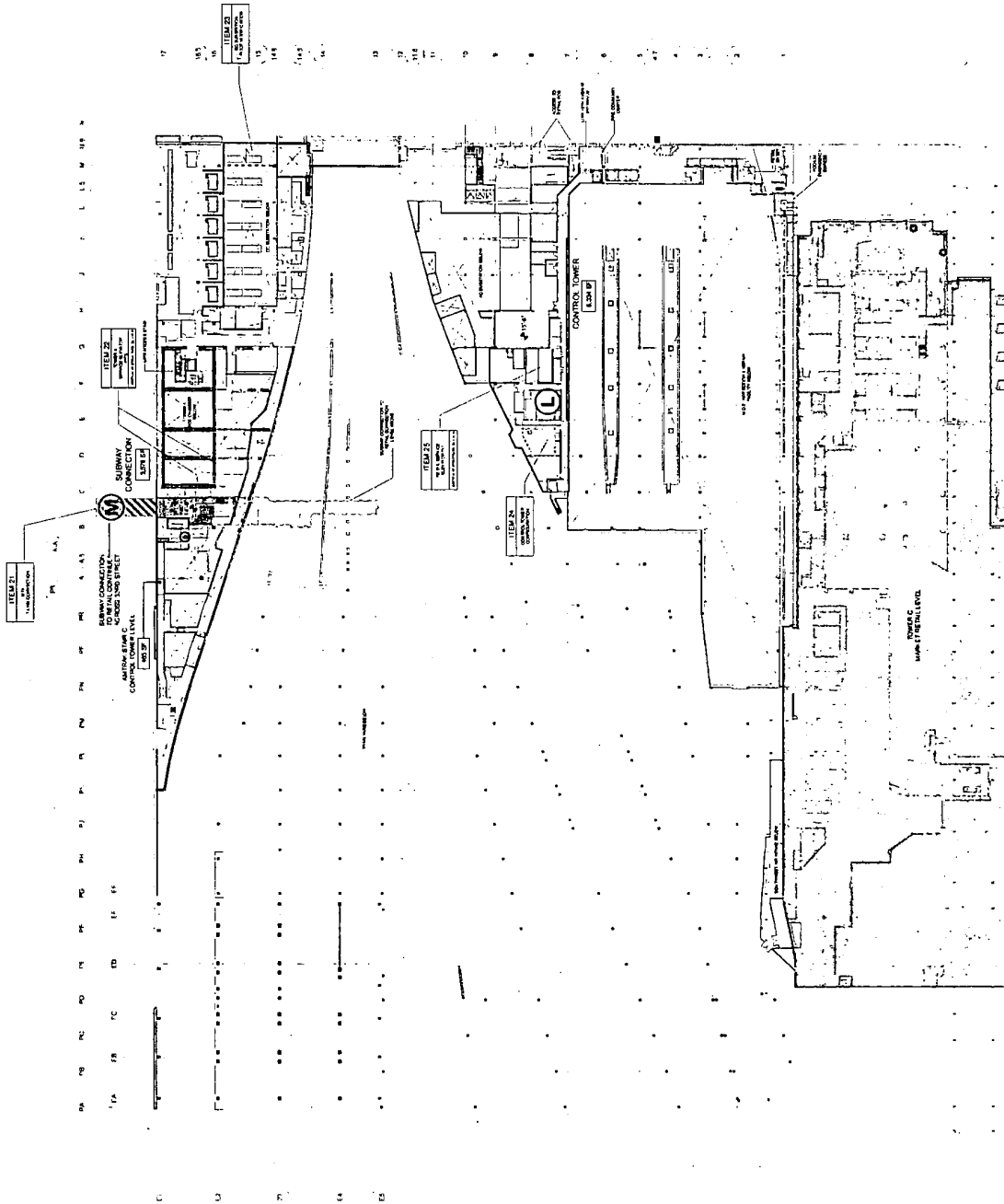
**EXHIBIT Y**  
**TIME WARNER PROW CALLOUT**  
 7/13/2018: REPRINTED ON  
 ASI-39 DWGS- NO CHANGES

HYE-TA-KPF-SKT-1270-A-20180713\_EXH-Y-PROW\_ZONE

HUNSON YARIN -  
 RETAIL FORUM  
 AND TOWER A







ITEM 21: AIR CONDITIONING EQUIPMENT

Room	Area (SF)	Notes
101	1,000	1000 SF
102	1,000	1000 SF
103	1,000	1000 SF
104	1,000	1000 SF
105	1,000	1000 SF
106	1,000	1000 SF
107	1,000	1000 SF
108	1,000	1000 SF
109	1,000	1000 SF
110	1,000	1000 SF
111	1,000	1000 SF
112	1,000	1000 SF
113	1,000	1000 SF
114	1,000	1000 SF
115	1,000	1000 SF
116	1,000	1000 SF
117	1,000	1000 SF
118	1,000	1000 SF
119	1,000	1000 SF
120	1,000	1000 SF

ITEM 22: MECHANICAL EQUIPMENT

Room	Area (SF)	Notes
101	1,000	1000 SF
102	1,000	1000 SF
103	1,000	1000 SF
104	1,000	1000 SF
105	1,000	1000 SF
106	1,000	1000 SF
107	1,000	1000 SF
108	1,000	1000 SF
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112	1,000	1000 SF
113	1,000	1000 SF
114	1,000	1000 SF
115	1,000	1000 SF
116	1,000	1000 SF
117	1,000	1000 SF
118	1,000	1000 SF
119	1,000	1000 SF
120	1,000	1000 SF

ITEM 23: ELECTRICAL EQUIPMENT

Room	Area (SF)	Notes
101	1,000	1000 SF
102	1,000	1000 SF
103	1,000	1000 SF
104	1,000	1000 SF
105	1,000	1000 SF
106	1,000	1000 SF
107	1,000	1000 SF
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120	1,000	1000 SF

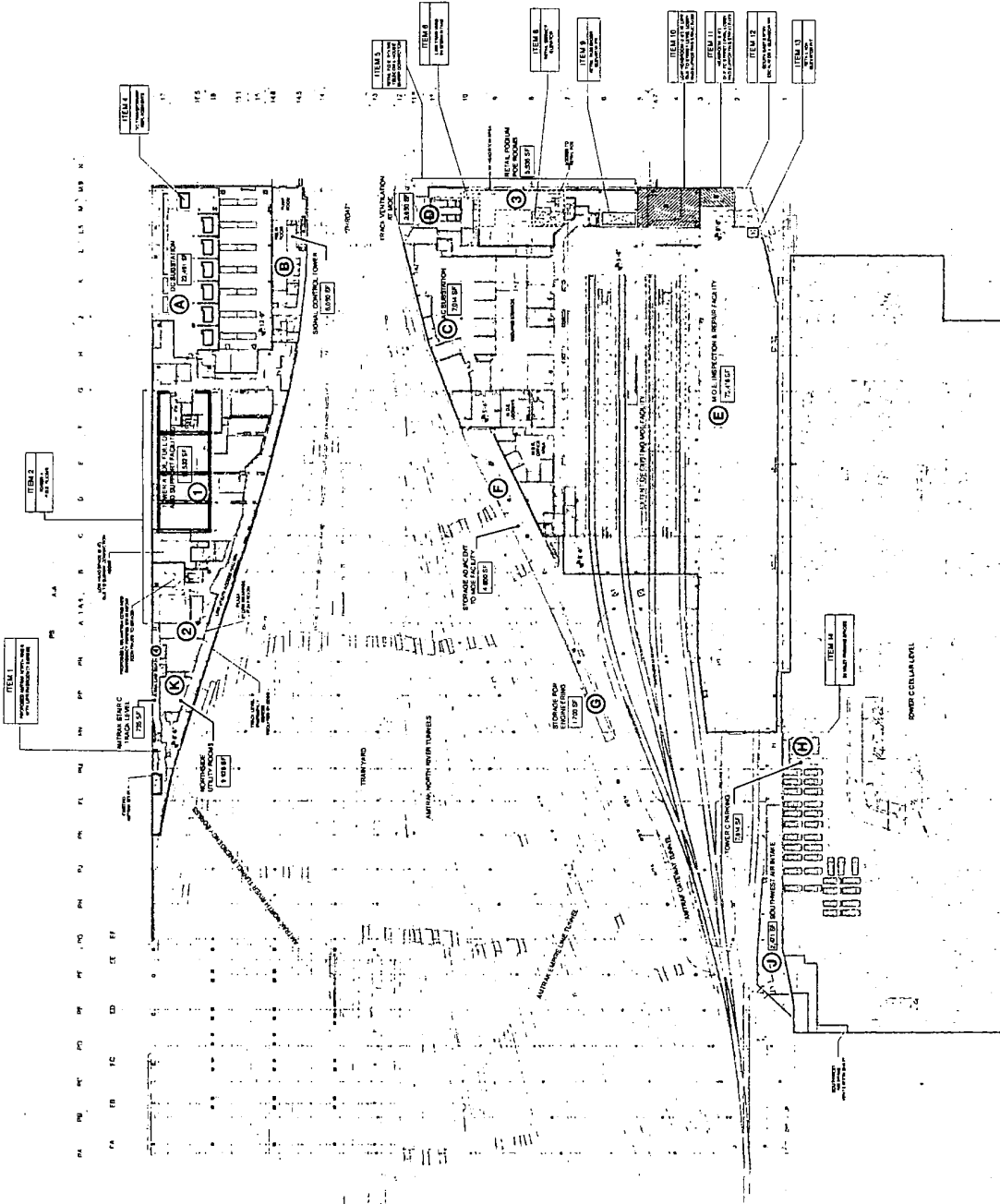
ITEM 24: STRUCTURAL EQUIPMENT

Room	Area (SF)	Notes
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104	1,000	1000 SF
105	1,000	1000 SF
106	1,000	1000 SF
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110	1,000	1000 SF
111	1,000	1000 SF
112	1,000	1000 SF
113	1,000	1000 SF
114	1,000	1000 SF
115	1,000	1000 SF
116	1,000	1000 SF
117	1,000	1000 SF
118	1,000	1000 SF
119	1,000	1000 SF
120	1,000	1000 SF

ITEM 25: MECHANICAL EQUIPMENT

Room	Area (SF)	Notes
101	1,000	1000 SF
102	1,000	1000 SF
103	1,000	1000 SF
104	1,000	1000 SF
105	1,000	1000 SF
106	1,000	1000 SF
107	1,000	1000 SF
108	1,000	1000 SF
109	1,000	1000 SF
110	1,000	1000 SF
111	1,000	1000 SF
112	1,000	1000 SF
113	1,000	1000 SF
114	1,000	1000 SF
115	1,000	1000 SF
116	1,000	1000 SF
117	1,000	1000 SF
118	1,000	1000 SF
119	1,000	1000 SF
120	1,000	1000 SF

2198.00  
 SCALE: 1/32" = 1'-0"  
 SCHEDULE 1 HYE-PLATFORM CONTROL TOWER LEVEL  
 01/16/2015



ITEM 1: STAIR C TRACK LEVEL

NO.	DESCRIPTION	AREA (SQ. FT.)	FINISH	NOTES
1	STAIR C TRACK LEVEL	725	CONCRETE	
2	STAIR C CONTROL TOWER LEVEL	445	CONCRETE	
3	STAIR C LOWER PLATFORM LEVEL	140	CONCRETE	

ITEM 2: STAIR C CONTROL TOWER LEVEL

NO.	DESCRIPTION	AREA (SQ. FT.)	FINISH	NOTES
1	STAIR C CONTROL TOWER LEVEL	445	CONCRETE	

ITEM 3: STAIR C LOWER PLATFORM LEVEL

NO.	DESCRIPTION	AREA (SQ. FT.)	FINISH	NOTES
1	DC SUBSTATION	23,000	CONCRETE	
2	CLAY AND GROUT TOWER	8,000	CONCRETE	
3	AC SUBSTATION	7,041	CONCRETE	
4	TRACK VENTILATION AT MOE	2,850	CONCRETE	
5	MOE FACILITY	70,000	CONCRETE	
6	STORAGE QUAD	3,000	CONCRETE	
7	ENGINEERING	1,800	CONCRETE	
8	PARKING	7,814	CONCRETE	
9	SOUTHWEST AIR INTAKE	2,471	CONCRETE	
10	NORTHSIDE UTILITY ROOMS	9,828	CONCRETE	
11	CONTROL TOWER	3,300	CONCRETE	
12	SUBWAY CONNECTION	3,376	CONCRETE	
13	LIRR LANDING DOOR	1,915	CONCRETE	
14	TRACK VENTILATION AT TOWER	1,105	CONCRETE	
15	AC SUBSTATION VENTILATION POOL	478	CONCRETE	
TOTAL		111,221		154,098 SF

OVERHEAD REQUIREMENT TOTAL (SPACE DUE TO OVERHEAD) 18,433 SF

OVERBUILD FACILITIES

NO.	DESCRIPTION	AREA (SQ. FT.)	FINISH	NOTES
1	TOWER A FUEL OIL AND SUPPORT	18,533	CONCRETE	
2	PLAZA SUPPORT FACILITIES	435	CONCRETE	
3	REAR PLATFORM POOL ROOMS	5,508	CONCRETE	

PLATFORM FACILITIES

NO.	DESCRIPTION	AREA (SQ. FT.)	FINISH	NOTES
1	STAIR C TRACK LEVEL	725	CONCRETE	
2	STAIR C CONTROL TOWER LEVEL	445	CONCRETE	
3	STAIR C LOWER PLATFORM LEVEL	140	CONCRETE	

SCHEDULE 1 HYE PLATFORM TRACK LEVEL

2198.00  
SCALE: 1/32" = 1'-0"

01/16/2015



## **EXHIBIT AA TO AMENDED AND RESTATED DECLARATION**

### **TW PRIORITY DELIVERIES SCHEDULE<sup>2</sup>**

For so long as and only to the extent an Occupant of any portion of the Time Warner Unit is using such space as a broadcast studio, screening room(s), other media production operation facility or as conference center facilities, in each case with such use having an attendant need for expedited deliveries to such space (such required expedited deliveries, "Priority Deliveries"; and each such Occupant, a "Priority Delivery Occupant"):

#### **Program Highlights**

1. One loading dock bay will be provided within 20 minutes of notification by a Priority Delivery Occupant.
2. Every best effort will be made to make the second bay available if priority delivery requires two bays or if a second simultaneous priority delivery arises.
3. Priority Deliveries will receive expedited delivery management to get access to docks with priority over any other deliveries to the Tower A Loading Dock subject to the 20 minute notification policy.
4. Vehicles will be observed by the manager or managing of the Tower Section's (the "Tower Managing Agent") Loading Dock Management Team's (the "Loading Dock Management Team") security force (and cameras) for priority clearance.
5. Minimal wait in VSA queue and Tower A Loading Dock queue (vehicles will be pulled off of queue by the security force of the Tower Managing Agent and moved to the front of the line).
6. Broadcast Vehicles (as defined in the Declaration) that are designated to park in Tower A Loading Dock or the Retail Loading Dock will be granted priority delivery status.
7. VSA personnel will make every effort to process priority trucks within 5 minutes.
8. Both the Priority Delivery Occupant and the Loading Dock Management Team will manage dwell time.
9. All Unit Owners and Priority Delivery Occupants shall use the same technology to communicate.

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<sup>2</sup>To the extent necessary in order to obtain approval by the Department of Homeland Security or other government agency in accordance with the SAFETY Act, the parties will reasonably cooperate to revise or implement different protocols necessary to obtain coverage under the same.

10. Tower A Loading Dock will not be used for Retail Building deliveries.

### **Detailed Protocols**

#### **1. Time Warner Unit Priority Deliveries**

- a. Priority Deliveries that need to have immediate access to the Tower A Loading Dock for expedited delivery to the Time Warner Unit. It is anticipated that these deliveries will occur approximately 3-4 times per week, but can be as high as 3-4 times per day depending upon seasonal events such as movie and show releases, and are not regular deliveries to the Time Warner Unit that occur on a regular basis, with the understanding that regular deliveries may be deemed Priority Deliveries if impacted by schedule, weather, or other urgent factors. Priority Deliveries will receive Expedited Delivery Management by operations personnel at the Tower A Loading Dock (in accordance with the procedures set forth in the "Broadcast Vehicle Protocols" adopted by the Tower Board from time to time in accordance with the Condominium Documents) and the Vehicle Screening Area.

#### **2. Notification/Communication**

- a. The Priority Delivery Occupant will be able to notify the Tower Managing Agent in advance about Priority Deliveries and receive expedited delivery management as outlined below without any "challenge" of what constitutes a Priority Delivery at that time. Tower Managing Agent reserves the right to challenge repeated deliveries that are designated by the Priority Delivery Occupant as Priority Deliveries if they do not satisfy the defined categories of Priority Deliveries. All Priority Delivery Occupants will use all reasonable efforts to minimize urgent delivery conditions.

#### **3. Priority Delivery Expedited Delivery Management**

- a. Loading Dock Management Team will make one (1) loading dock available to receive Priority Deliveries within 20 minutes of notification by the Priority Delivery Occupant. If necessary, Loading Dock Management staff will make best efforts to make up to two loading docks available, within the same 20 minute notification period, for Priority Deliveries, although Priority Delivery Occupants must only request this if it represents a real need to accommodate a Priority Delivery. Personnel at the Vehicle Screening Area will expedite the screening process of Priority Deliveries, pulling these vehicles off the queue, if applicable, moving them to the front of the line and allowing these deliveries to process through the Vehicle Screening Area within a 5 minute time period. For the avoidance of doubt, operations personnel will make best efforts to relocate any trucks in a loading dock to clear space for a Priority Delivery. Priority Delivery Occupants may be occupying a significant number of loading docks at any time, so may need to have a Time Warner Unit delivery that is not a Priority Delivery leave the dock. Under this circumstance, Time Warner Unit Owner will decide which of their delivery trucks can be relocated.

#### 4. VSA Expedited Processing

- a. Each Priority Delivery Occupant will provide sufficient information about the Priority Delivery (e.g. vehicle information) to facilitate recognition of the vehicle to be prioritized by VSA personnel. The intent of the 20 minute call-ahead notification is to provide enough time for the vehicle information to be recorded and communicated to the VSA and the Tower A Loading Dock Management. Vehicle information for Priority Delivery requests will be entered in the computer or other management systems so designated by the Condominium Board, and/or verbally communicated to security personnel at the VSA managing vehicle access so that once the vehicle is observed by security and/or LPR cameras it will be identified as a Priority Delivery for expedited processing. Security personnel in the VSA will observe the queue, if applicable, and immediately pull the vehicle off the queue, directing the driver to proceed to the VSA entrance and into the next available open screening lane. If a screening lane is not available at the time of the Priority Delivery arrival in the VSA, a holding lane will be used. In either case, the vehicle will be immediately screened by VSA personnel and cleared to proceed to the Tower A Loading Dock without waiting in the VSA screening or Tower A Loading Dock queues. It should be noted that while entry will be expedited and the vehicles will receive priority for the screening process as described above, Priority Deliveries will still be subject to screening protocols once inside the VSA. Loading Dock Management Team and Time Warner Unit operational and security personnel will work together on detailed screening protocols to insure the necessary expedited screening. For the avoidance of doubt, Priority Deliveries will have priority over any other deliveries to the loading dock in terms of ability to access 1 loading dock bay within the time of the notification period, and best efforts will be made to give access to up 2 loading dock bays as stated above.

#### 5. Dwell Time Limitations

- a. Priority Delivery Occupants and all other Tower Unit Owners will do their best to limit any "dwell" time by its delivery trucks in the loading docks of the Tower A Loading Dock and restrict trucks waiting there to an average dwell time of 1 hour. Dwell times can possibly extend past the 1 hour average. It will vary to match reasonable delivery and unloading times for the type of delivery. All parties will coordinate the scheduling and receiving of deliveries with the Condominium's manager or managing agent or Tower Managing Agent, as applicable, using the computer or other management systems so designated by the Condominium Board, and have ongoing communication with operations personnel regarding timing and coordination of all deliveries to the Tower A Loading Dock.

**EXHIBIT BB TO AMENDED AND RESTATED DECLARATION**

**APPROVED AFFILIATE CONTRACTS**

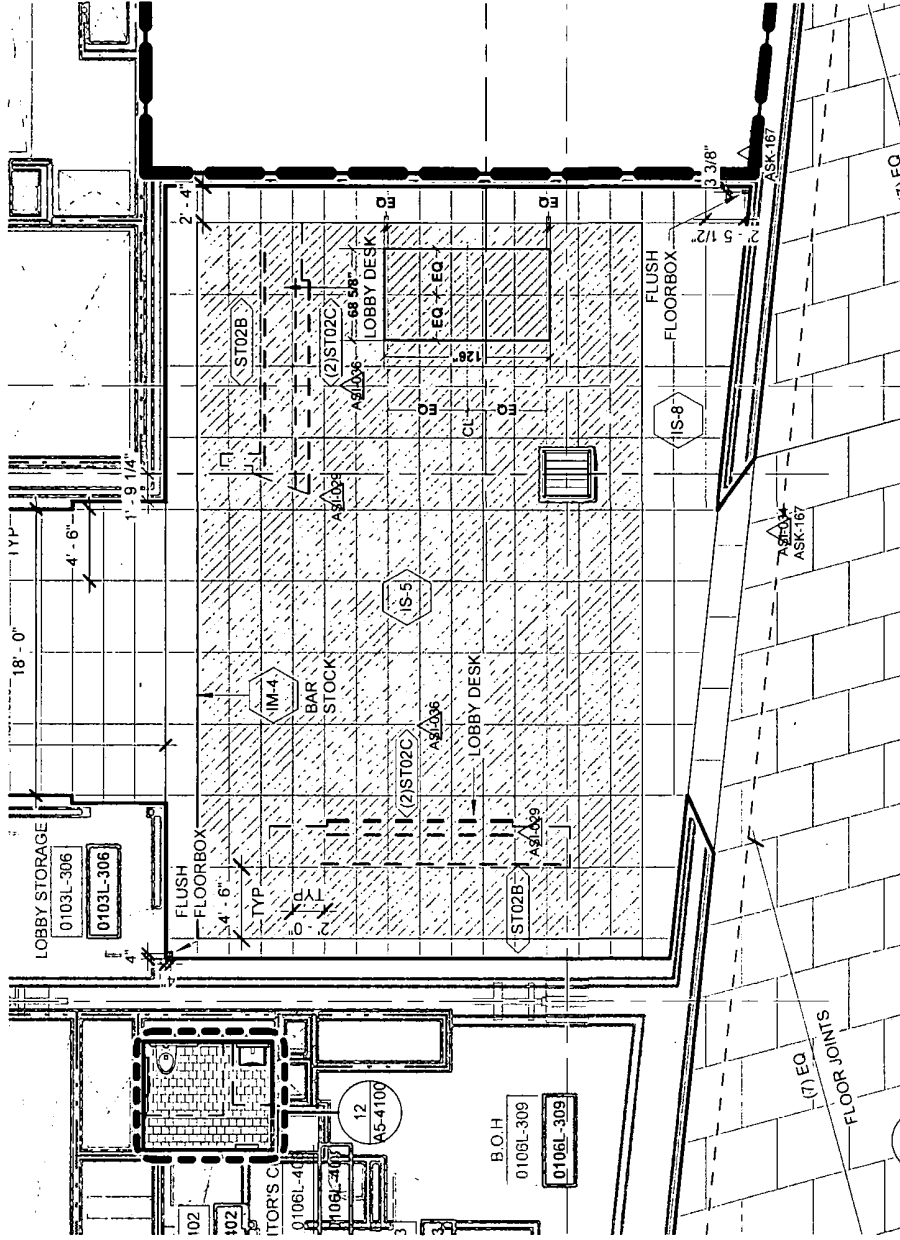
- (1) Electric Service Supply Agreement by and between ERY Retail Podium LLC (in such capacity, "Supplier"), as supplier, and Retail Unit Owner, as customer, dated as of December 11, 2015.
- (2) Electric Service Supply Agreement by and between Supplier, as supplier, and Condominium Board and Tower Board, collectively, as customer, dated as of December 11, 2015.
- (3) Amended and Restated Electric Service Supply Agreement to be entered into by Supplier, as supplier, and Tower Board, as customer, substantially in the form and substance of drafts delivered to each of the applicable Unit Owners prior to the date of recording of this Declaration.
- (4) Backup Electric Supply Agreement by and between Supplier, as supplier, and Condominium Board and Tower Board, collectively, as customer, dated as of December 11, 2015, as amended by that certain First Amendment to Backup Electric Supply Agreement to be entered into by Supplier, as supplier, and Condominium Board and Tower Board, collectively, as Customer.
- (5) Backup Electric Supply Agreement by and between Supplier, as supplier, and Tower Board, as customer, dated as of December 11, 2015, as assigned and terminated pursuant to that certain Assignment and Termination Agreement to be entered into by Supplier, as supplier, and Tower Board, as customer, substantially in the form and substance of drafts delivered to each of the applicable Unit Owners prior to the date of recording of this Declaration.
- (6) Backup Electric Supply Agreement to be entered into by Supplier, as supplier, and RHY Unit Owner, as customer.
- (7) Backup Electric Supply Agreement to be entered into by Supplier, as supplier, and OX Unit Owner, as customer.
- (8) Backup Electric Supply Agreement to be entered into by Supplier, as supplier, and PE 1 Unit Owner, as customer.
- (9) Backup Electric Supply Agreement to be entered into by Supplier, as supplier, and PE 2 Unit Owner, as customer.
- (10) Backup Electric Supply Agreement to be entered into by Supplier, as supplier, and WF Unit Owner, as customer.
- (11) Thermal Supply Agreement by and between Supplier, as supplier, and Condominium Board and Tower Board, collectively, as customer, dated as of December 11, 2015.



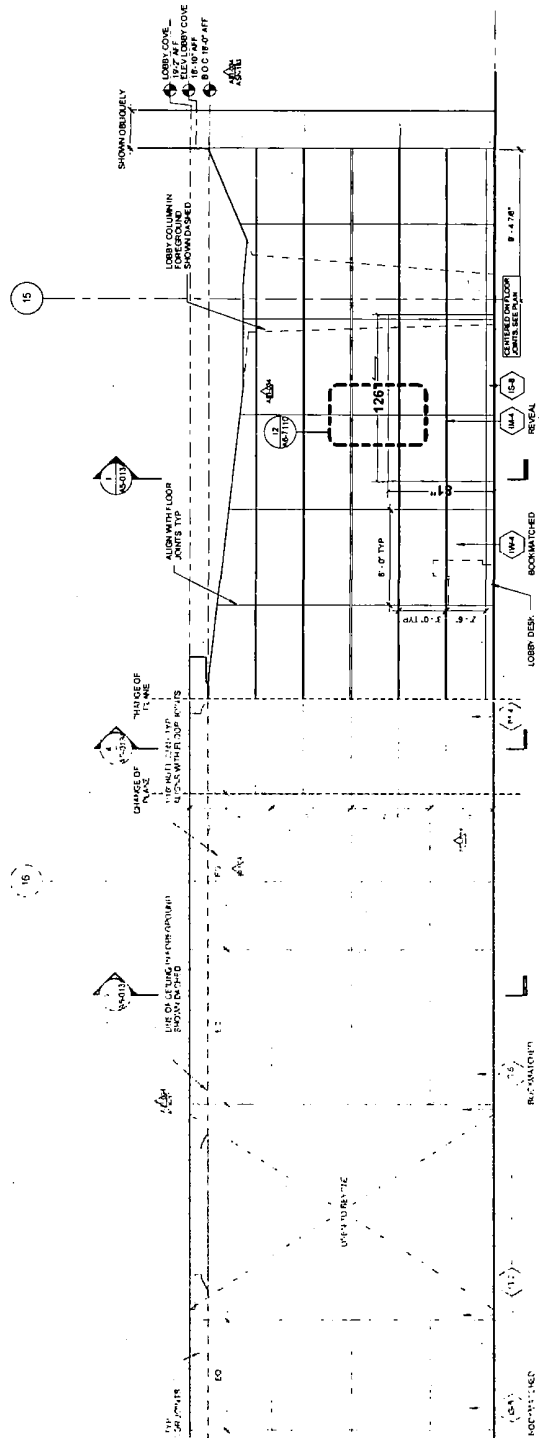
- (12) Thermal Supply Agreement by and between Supplier, as supplier, and Retail Unit Owner, as customer, dated as of December 11, 2015.
- (13) Management Agreement (Tower Section) by and between Tower Board, as the tower board, and Related Hudson Yards Manager LLC ("Manager"), as manager, dated as of December 11, 2015, as amended by that certain First Amendment to Management Agreement to be entered into by Tower Board, as the tower board, and Manager, as manager, substantially in the form and substance of drafts delivered to each of the applicable Unit Owners prior to the date of recording of this Declaration.
- (14) Management Agreement by and between Condominium Board, as the condominium board, and Manager, as manager, dated as of December 11, 2015, as amended by that certain First Amendment to Management Agreement to be entered into by Condominium Board, as the condominium board, and Manager, as manager, substantially in the form and substance of drafts delivered to each of the applicable Unit Owners prior to the date of recording of this Declaration.
- (15) Property Management Agreement by and between Retail Unit Owner, as owner, and Manager, as property manager, dated as of December 20, 2016, as amended by that certain First Amendment to Property Management Agreement by and between Retail Unit Owner, as owner, and Manager, as property manager, dated as of June 1, 2017.

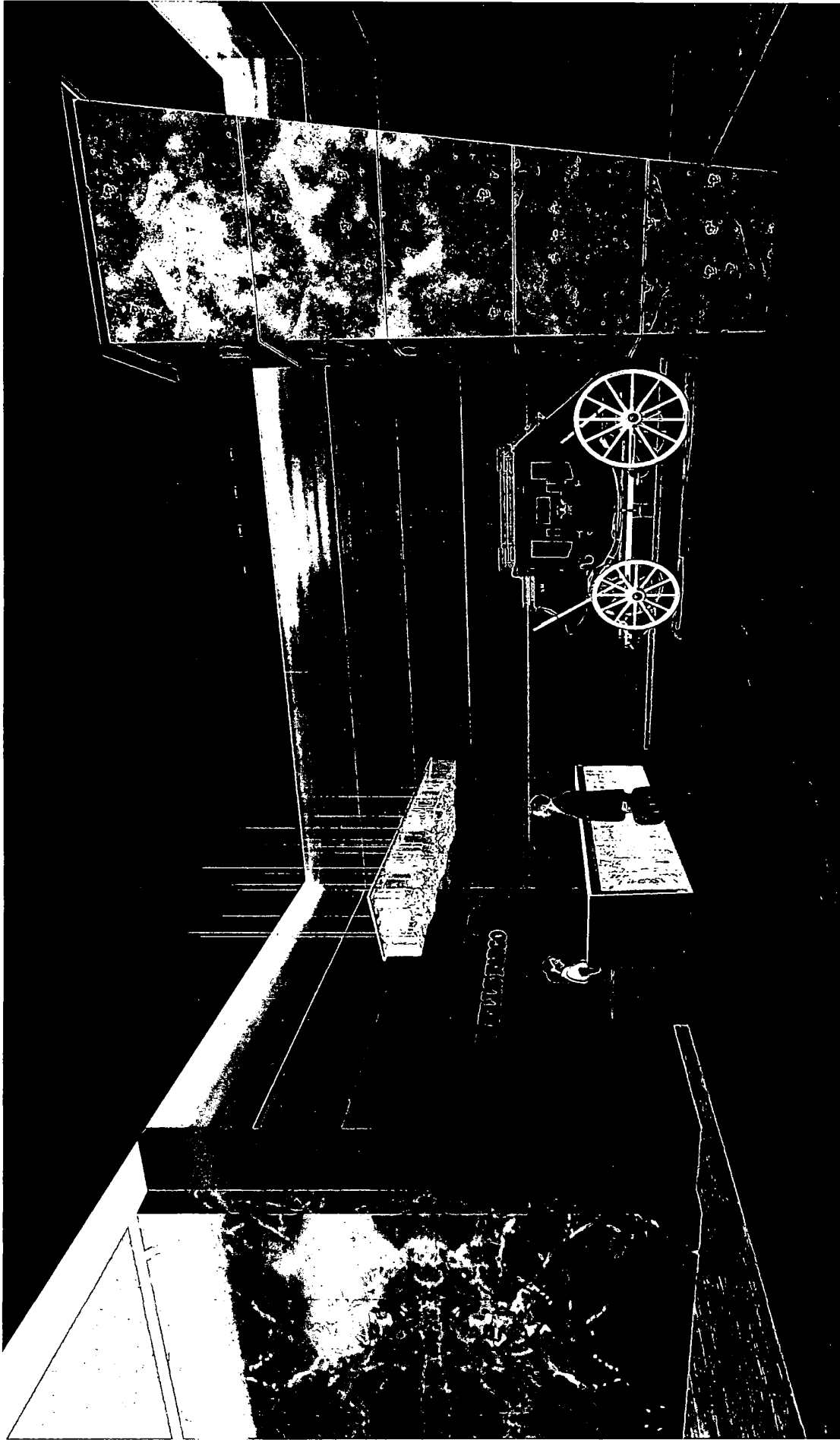
**EXHIBIT CC TO AMENDED AND RESTATED DECLARATION**

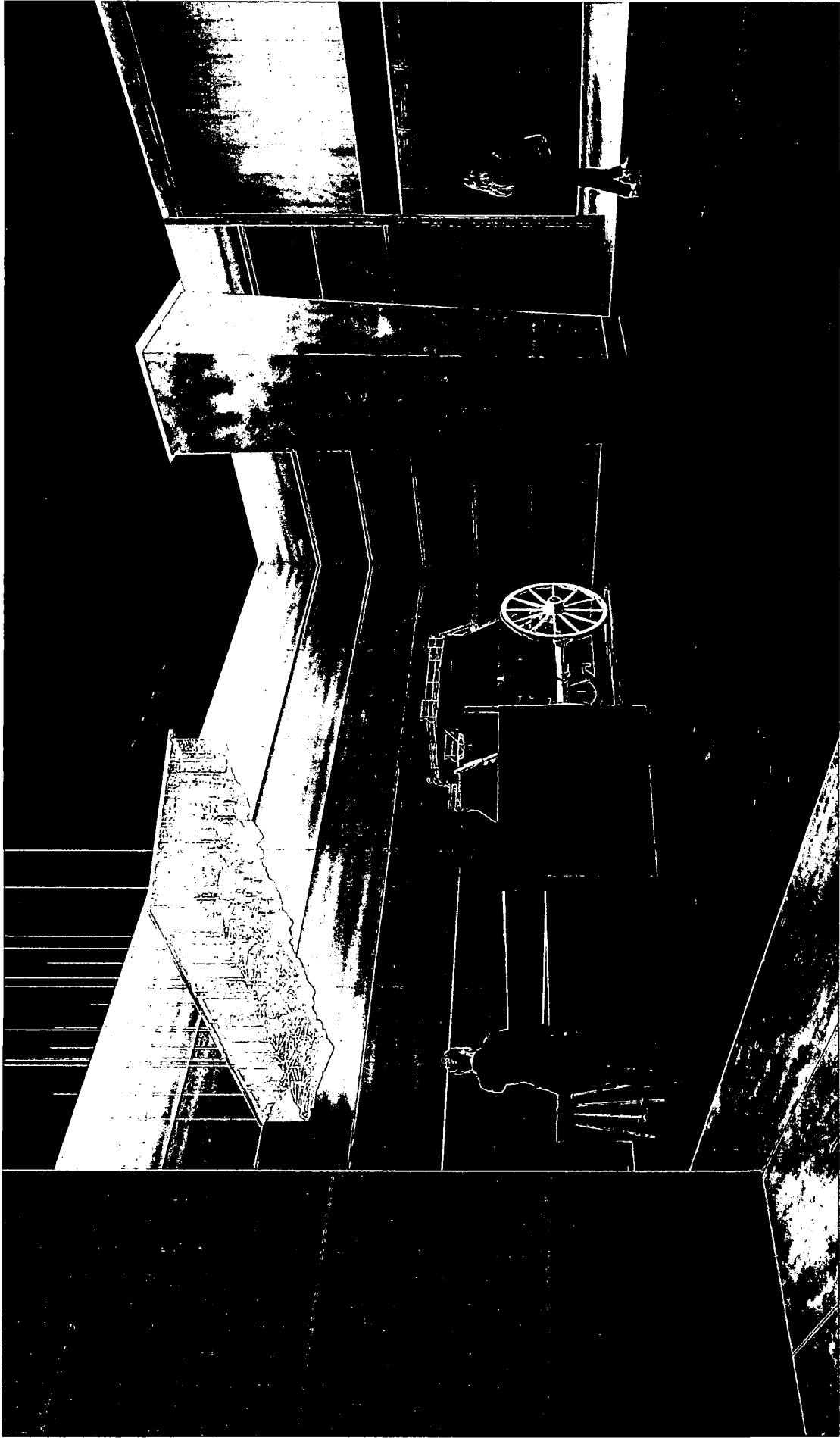
**WF STAGE COACH IN FLOOR 01 OFFICE LOBBY DIAGRAM & LIMITATIONS**



FLOOR 01 LOBBY FINISH FLOOR PLAN  
SCALE 1/8"=1'-0"

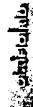





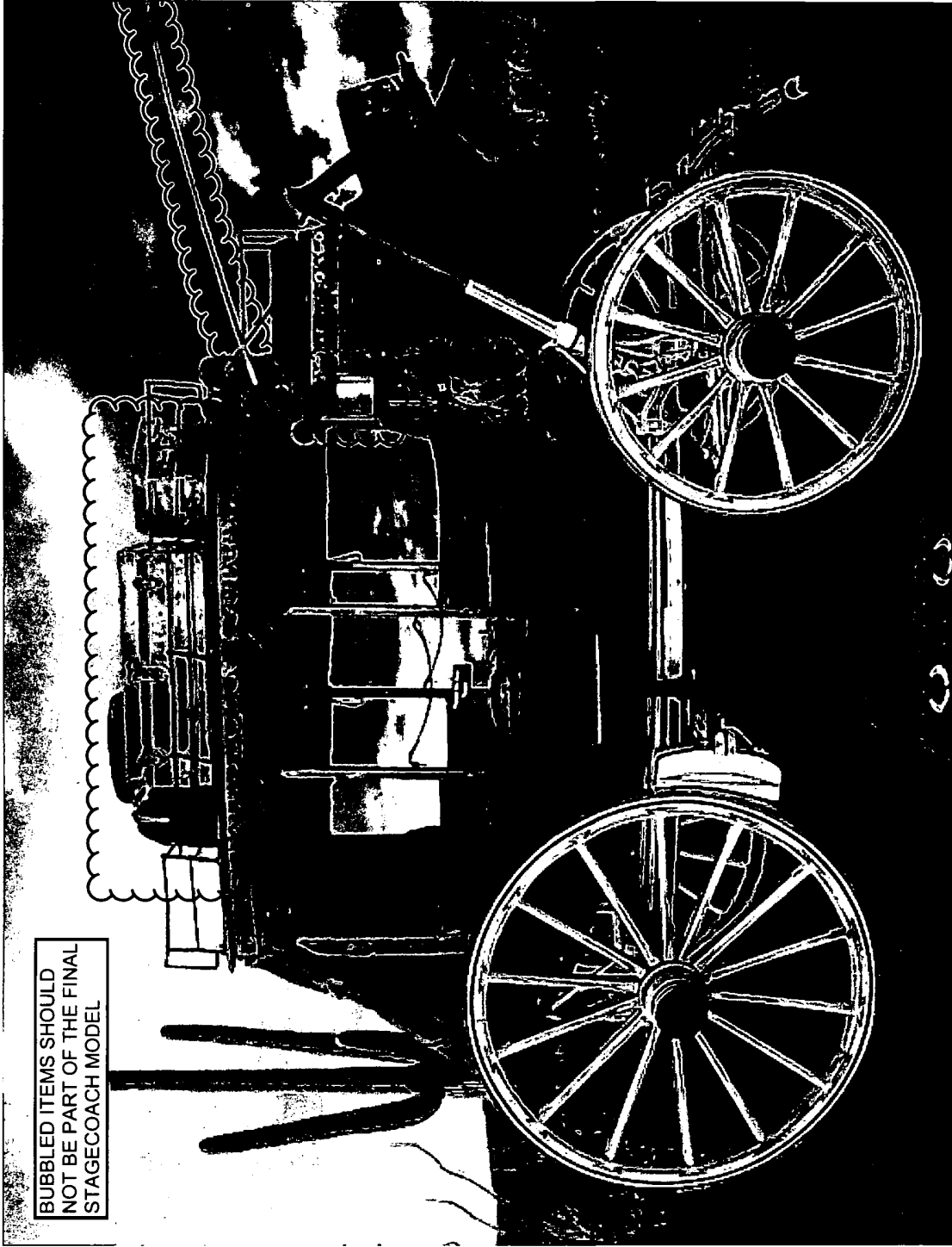




14-15  
60-73

WELLS FARGO  
RELATED  


WELLS FARGO  
RELATED  




BUBBLED ITEMS SHOULD  
NOT BE PART OF THE FINAL  
STAGECOACH MODEL



**EXHIBIT DD TO AMENDED AND RESTATED DECLARATION**

**SCHEDULE OF EASEMENT AREAS ON THE FLOOR PLANS**

<b>EASEMENT AREAS</b>	
AREA 01	LIRR EASEMENT
AREA 02	TW EASEMENT
AREA 03	TW RETAIL LOADING DOCK ACCESS EASEMENT
AREA 04	TW DEDICATED LOADING DOCK AREA EASEMENT
AREA 04a	TW RETAIL DEDICATED LOADING DOCK AREA EASEMENT
AREA 05	TOWER WALKING PATH EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 07	TIME WARNER PODIUM ROOF ACCESS
AREA 08	RETAIL MECHANICAL ACCESS PATH EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 11	VIP DROP-OFF / WAITING AREA EASEMENT
AREA 12	TOWER A MESSENGER CENTER EASEMENT
AREA 14	BOILER ROOM WALKING PATH ACCESS EASEMENT
AREA 15	TIME WARNER EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
AREA 16	PE UNIT 1 EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
AREA 17	TIME WARNER SATELLITE ACCESS EASEMENT
AREA 18	RETAIL SPONSORSHIP EASEMENT
AREA 19	PE EXCLUSIVE TOWER EMERGENCY ACCESS EASEMENT
AREA 20	RHY UNIT ACCESS EASEMENT
AREA 21	SKYWALK CIRCULATION / EGRESS
AREA 22	STAIR B - TW UNIT EXCLUSIVE
AREA 23	RETAIL MECHANICAL EASEMENT
AREA 25	WELLS FARGO EASEMENT
AREA 26	WELLS FARGO RETAIL SERVICE ELEVATOR EASEMENT
AREA 27	PE UNIT EMERGENCY ACCESS EASEMENT
AREA 28	PE EXCLUSIVE EMERGENCY AND MAINTENANCE EASEMENT
AREA 29	RETAIL ACCESS TO TW ELEVATOR 105 EASEMENT
AREA 30	WF SUPPORT SPACE EASEMENT AREA
AREA 31	PE UNIT MESSENGER CENTER
AREA 32	NORTHWEST TOWER ENTRY
AREA 33	FLOOR 01 LOBBY CONCOURSE
AREA 34	FLOOR 01 OFFICE LOBBY
AREA 35	FLOOR 05 LOBBY CONCOURSE
AREA 36	FLOOR 05 OFFICE LOBBY
AREA 37	OFFICE SKY LOBBY
AREA 38	SKY LOBBY: HIGH RISE ELEVATOR LOBBY
AREA 39	MECHANICAL - EMERGENCY EGRESS EASEMENT

## EASEMENT AREAS PER LEVEL

00

AREA 01	LIRR EASEMENT
AREA 03	TW RETAIL LOADING DOCK ACCESS EASEMENT
AREA 04	TW DEDICATED LOADING DOCK AREA EASEMENT
AREA 04a	TW RETAIL DEDICATED LOADING DOCK AREA EASEMENT
AREA 05	TOWER WALKING PATH EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 11	VIP DROP-OFF / WAITING AREA EASEMENT
AREA 12	TOWER A MESSENGER CENTER EASEMENT
AREA 18	RETAIL SPONSORSHIP EASEMENT
AREA 23	RETAIL MECHANICAL EASEMENT
AREA 26	WELLS FARGO RETAIL SERVICE ELEVATOR EASEMENT
AREA 29	RETAIL ACCESS TO TW ELEVATOR 105 EASEMENT
AREA 31	PE UNIT MESSENGER CENTER
AREA 32	NORTHWEST TOWER ENTRY
AREA 39	MECHANICAL - EMERGENCY EGRESS EASEMENT

01

AREA 01	LIRR EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 18	RETAIL SPONSORSHIP EASEMENT
AREA 33	FLOOR 01 LOBBY CONCOURSE
AREA 34	FLOOR 01 OFFICE LOBBY

02

AREA 01	LIRR EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 22	STAIR B - TW UNIT EXCLUSIVE

03

AREA 01	LIRR EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 09	RETAIL PLAZA EASEMENT

04

AREA 01	LIRR EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 09	RETAIL PLAZA EASEMENT

05

AREA 01	LIRR EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 19	PE EXCLUSIVE TOWER EMERGENCY ACCESS EASEMENT
AREA 26	WELLS FARGO RETAIL SERVICE ELEVATOR EASEMENT
AREA 35	FLOOR 05 LOBBY CONCOURSE
AREA 36	FLOOR 05 OFFICE LOBBY

06

AREA 01	LIRR EASEMENT
AREA 06	RETAIL MECHANICAL EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 39	WF SUPPORT SPACE EASEMENT AREA

07

AREA 09	RETAIL PLAZA EASEMENT
AREA 39	WF SUPPORT SPACE EASEMENT AREA

08

AREA 06	RETAIL MECHANICAL EASEMENT
AREA 07	TIME WARNER PODIUM ROOF ACCESS
AREA 08	RETAIL MECHANICAL ACCESS PATH EASEMENT
AREA 09	RETAIL PLAZA EASEMENT
AREA 14	BOILER ROOM WALKING PATH ACCESS EASEMENT

10

AREA 02	TW EASEMENT
AREA 25	WELLS FARGO EASEMENT

10

AREA 02	TW EASEMENT
AREA 25	WELLS FARGO EASEMENT

22

AREA 15	TIME WARNER EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
AREA 20	RHY UNIT ACCESS EASEMENT
AREA 22	STAIR B - TW UNIT EXCLUSIVE
AREA 27	PE UNIT EMERGENCY ACCESS EASEMENT
AREA 25	PE EXCLUSIVE EMERGENCY AND MAINTENANCE EASEMENT
AREA 37	OFFICE SKY LOBBY
AREA 35	SKY LOBBY: HIGH RISE ELEVATOR LOBBY

23

AREA 15	TIME WARNER EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
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45

AREA 20	RHY UNIT ACCESS EASEMENT
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49

AREA 20	RHY UNIT ACCESS EASEMENT
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50

AREA 20	RHY UNIT ACCESS EASEMENT
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61

AREA 15	TIME WARNER EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
AREA 16	PE UNIT 1 EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
AREA 17	TIME WARNER SATELLITE ACCESS EASEMENT

69

AREA 15	TIME WARNER EXCLUSIVE USE TOWER LIMITED COMMON ELEMENT
AREA 21	SKYWALK CIRCULATION / EGRESS

70

AREA 21	SKYWALK CIRCULATION / EGRESS
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71

AREA 21	SKYWALK CIRCULATION / EGRESS
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CROWN

AREA 21	SKYWALK CIRCULATION / EGRESS
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**Subject:** CNN Live Studio Audience Shows @ Hudson Yards  
Studio Audience Entrance and Exit Sequence  
Entrance through Retail Front of House to WM Lobby 5<sup>th</sup> Floor  
Exit through WM Main Lobby

1. CNN studio audience members coming to CNN's studios for a live scheduled show will transit primarily through the 5<sup>th</sup> floor lobby, subject at all times to the terms and conditions of this protocol and the terms and conditions of the Condominium Documents.
2. It is understood that the 5<sup>th</sup> floor lobby is a key circulation space between the Retail Unit and the Tower Building that will be used by employees of all of its office occupants, including senior leadership. As a result, the congregation of CNN live studio audience members in the 5<sup>th</sup> floor lobby or the adjacent retail area is not permitted and all necessary measures must be taken by Warner Media to prevent same; provided, however, the Audience Staging Area depicted on Appendix i attached hereto may be used for temporary staging in accordance with this protocol and the Building rules and regulations.
3. The maximum number of participants per CNN live studio audience show is 74 people, including studio personnel. For any CNN live studio audience show larger than 74 participants, CNN shall (i) follow Warner Media's large event protocols and route guests through Warner Media's main lobby (not the 5<sup>th</sup> floor lobby) and (ii) provide personnel to escort guests from reception located in Warner Media's main lobby to a holding area located within Warner Media's unit and will coordinate logistics with any required parties, as needed. There shall be no queuing, congregating or congestion in any Common Areas of the Building (including, without limitation, in connection with checking in and/or security screening of CNN live studio audience members) in connection with any CNN live studio audience show.
4. CNN live studio audience shows typically occur between 7pm-10pm and occasionally between 12pm-5pm. Warner Media is permitted to use the 5<sup>th</sup> floor Retail Unit entrance for no more than 40 CNN live studio audience shows per calendar year during such hours. Warner Media must use its main lobby for any CNN live studio audience show exceeding the 40 CNN live studio audience show limit which are permitted to use the 5<sup>th</sup> floor Retail Unit entrance in any given calendar year.
5. In order to use the 5<sup>th</sup> floor Retail Unit entrance for any CNN live studio audience show, Warner Media must provide managing agent of the Retail Unit a minimum of 48-hour advance notice (email notice is acceptable provided the subject line is in upper case type font and indicates that the email is a 48 hour advance notice for CNN live studio audience) prior to the applicable CNN live audience show. If 48-hour advance notice is not provided as described above, Warner Media shall use its main lobby for such CNN live audience show. Notwithstanding the foregoing, it is understood that there may be special circumstances in which Warner Media is not able to provide 48-hour advance notice. In such event, Warner Media will notify managing agent of the Retail Unit immediately if Warner Media intends to use the 5<sup>th</sup> floor Retail Unit entrance, which use will be subject to approval by managing agent of the Retail Unit, in its sole discretion. If managing agent of the Retail Unit denies use of the 5<sup>th</sup> floor Retail Unit entrance with less than 48-hour advance notice, Warner Media shall utilize its main lobby for such CNN live studio audience show.
6. CNN Live studio audience shows using the 5<sup>th</sup> floor Retail Unit entrance will not be scheduled within 1 hour of each other.
7. Elevators B1 through B6 will **not** be used for movement of CNN live studio audience members.
8. Elevators A1 through A6 will be used for movement of CNN live studio audience members.
9. All CNN live studio audience members will be subject to security screening (i.e., airport security or similar) in an area located exclusively within Warner Media's unit prior to accessing the A-bank elevators.

10. Warner Media will provide CNN live studio audience members with a “ticket” via email or similar entrance pass, which, in either case shall will provide:
  - a. time for arrival to the building;
  - b. directions for preferred doors to access the 5<sup>th</sup> floor Retail Unit entrance or Warner Media’s main lobby, as applicable;
  - c. professional dress, equivalent to business casual, is required;
  - d. size of carry-in packages allowed; and
  - e. any information required in #14 below.
11. All Warner Media personnel will coordinate with managing agent for both the Retail Unit and the Tower Building to move CNN live studio audience members through security and into CNN’s studio as quickly as possible, so as to prevent congregating in the 5<sup>th</sup> floor lobby. Warner Media’s security personnel, based on the particulars of any CNN live studio audience show, will vet this process in advance with the managing agent of both the Retail Unit and the Tower Building to ensure there is no disruption to the Retail Unit or other tenants using the 5<sup>th</sup> floor lobby. Warner Media will provide a secure holding area for CNN live studio audience members’ personal items (coats, etc.) during the CNN live studio audience show and, upon its conclusion, will accompany CNN live studio audience members out of CNN’s studio.
12. Signage and/or Warner Media personnel may be needed along the path from the exterior of the building, through the Retail Unit to the elevators and up to the 5<sup>th</sup> floor Retail Unit entrance. Managing agent for both the Retail Unit and the Tower Unit, together with Warner Media will agree to a standard signage plan for temporary signage for CNN live studio audience shows, and any changes to the approved standard signage plan will be subject to review and approval by managing agent for the Retail Unit, in its sole discretion.
13. Warner Media will be responsible for placing and removing all temporary signage. Temporary signage is not permitted to be placed more than 2 hours prior to any CNN live studio audience show and must be removed by Warner Media immediately after all CNN live studio audience members have been processed through the 5<sup>th</sup> floor Retail Unit entrance.
14. CNN’s live studio audience participation requirements, including but not limited to, age restrictions, stroller policy and ADA access, will be provided in advance to CNN live studio audience members. Any CNN live studio audience member under the age of 18 must be accompanied by an adult.
15. In the event that there are strollers, suitcases or other large items, Warner Media will provide sufficient temporary space within Warner Media’s unit for CNN’s live studio audience members to safely leave such large items outside of CNN’s studio. Warner Media will discourage CNN live studio audience members from bringing any such large items in advance, as well as communicate any limitations/restrictions. At no time may these items be placed or stored in the Retail Unit or Common Areas of the Building.
16. To the extent Warner Media fails to meet the requirements of this protocol at any time, and/or at the request of managing agent on behalf of the Retail Unit owner and/or the office unit owners of the Tower, Warner Media and managing agent will review the queuing protocols for CNN live studio audience shows in advance of the next CNN live studio audience show with the managing agents of the Retail Unit and of the Tower Building. If the concerns raised by the Retail Unit owner and/or the office unit owners of the Tower cannot be readily resolved before the next CNN live studio audience show to the satisfaction of such managing agents, then Warner Media shall use its

main lobby for CNN live studio audience shows until a resolution has been reached with respect to such concerns.

17. Warner Media shall reimburse the Retail Unit for any operational costs incurred by the Retail Unit (i.e. security, cleaning, management, waste, damages, etc.) in connection with any CNN live studio audience show. Any damage incurred within Warner Media's Unit or the Retail Unit as a result of CNN's failure to meet the requirements set forth in this protocol in connection with any CNN live studio audience show shall be billed to Warner Media.
18. Queuing and congregating within the Retail Unit and Common Elements is strictly prohibited.

#### Pathway

1. Tickets for CNN live studio audience shows will direct CNN live studio audience members to the retail entrance(s) where Warner Media staff and/or temporary signage in accordance with the approved standard signage plan will guide CNN live studio audience members to the Retail Unit elevators.
2. CNN live studio audience members will take the Retail Unit elevators to the 5<sup>th</sup> floor, where staff and/or temporary signage in accordance with the standard signage plan will direct CNN live studio audience members to the 5<sup>th</sup> floor Retail Unit entrance.
3. A security post is planned at the entry to the corridor. Warner Media is required to co-staff the entry doors to check and/or scan tickets (in a manner similar to sporting event bar code scanners, if available.)
4. Screening equipment will be set up in Warner Media's 5<sup>th</sup> floor elevator lobby between the B1 through B6 elevator cabs.
5. CNN live studio audience members will be screened and asked to assemble in the Audience Staging Area shown on Appendix i attached hereto, where CNN live studio audience members will be taken by the A-bank elevators to a waiting area on CNN's studio floor. If a CNN live studio audience member requests to exit back into the Retail Unit, re-entry will not be permitted without being re-screened.

**NOTE: Waivers and participant forms may need to be read and signed by CNN live studio audience members the day of the CNN live studio audience show. Warner Media will have personnel onsite with clipboards (or tablets) at its 5<sup>th</sup> floor elevator lobby to collect waivers (or have CNN live studio audience members sign) prior to entering the A-bank elevator to CNN's studio floor.**

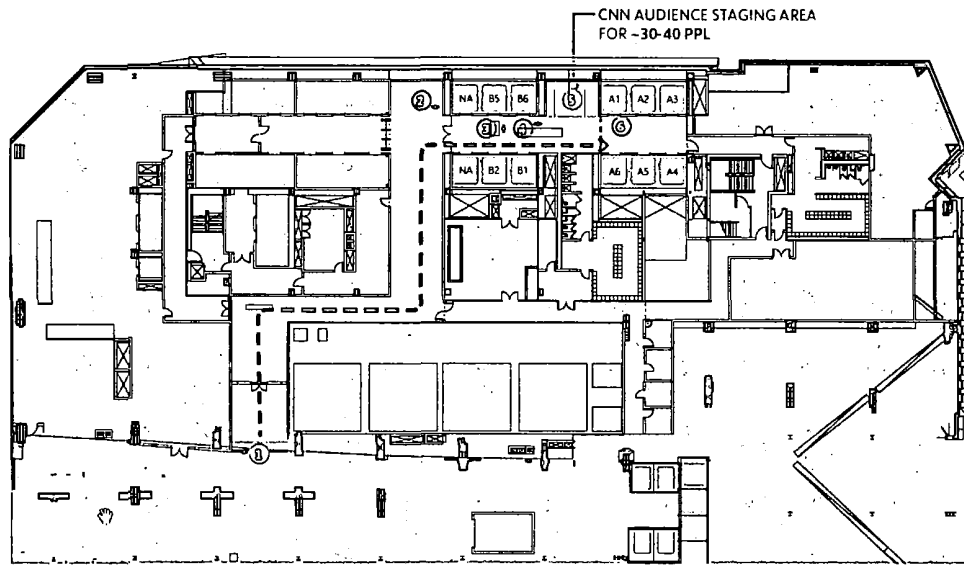
6. CNN live studio audience members will be escorted up the A-bank elevators by Warner Media's elevator operator to CNN's studio floor. A-bank elevators will be out of service to Warner Media employees during this period. 5 to 10 trips should be planned for CNN live studio audience members. Warner Media will provide audience "handlers" to escort CNN live studio audience members to CNN's studio floor from the 5th floor Retail Unit entrance.
7. Once on CNN's studio floor, CNN live studio audience members will be escorted directly to the "temporary coat check" area to drop off their coats and enter CNN's studio, via the Warner Media shared corridor.
8. Following any CNN live studio audience show, CNN live studio audience members will be directed and/or escorted to Warner Media's elevators and through Warner Media's main lobby to exit.
9. No queuing or congregating outside of the 30 Hudson Yards office lobby shall be permitted, other than in Warner Media's main lobby, following any CNN live studio audience show. In the event that

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the Tower requires additional staffing to prevent queuing or congregating in such prohibited areas, Warner Media shall reimburse the Tower for any costs incurred with respect to such additional staffing.

This protocol will be reviewed annually by Warner Media and managing agent for both the Retail Unit and the Tower, and any changes to this protocol shall require the consent of such parties.

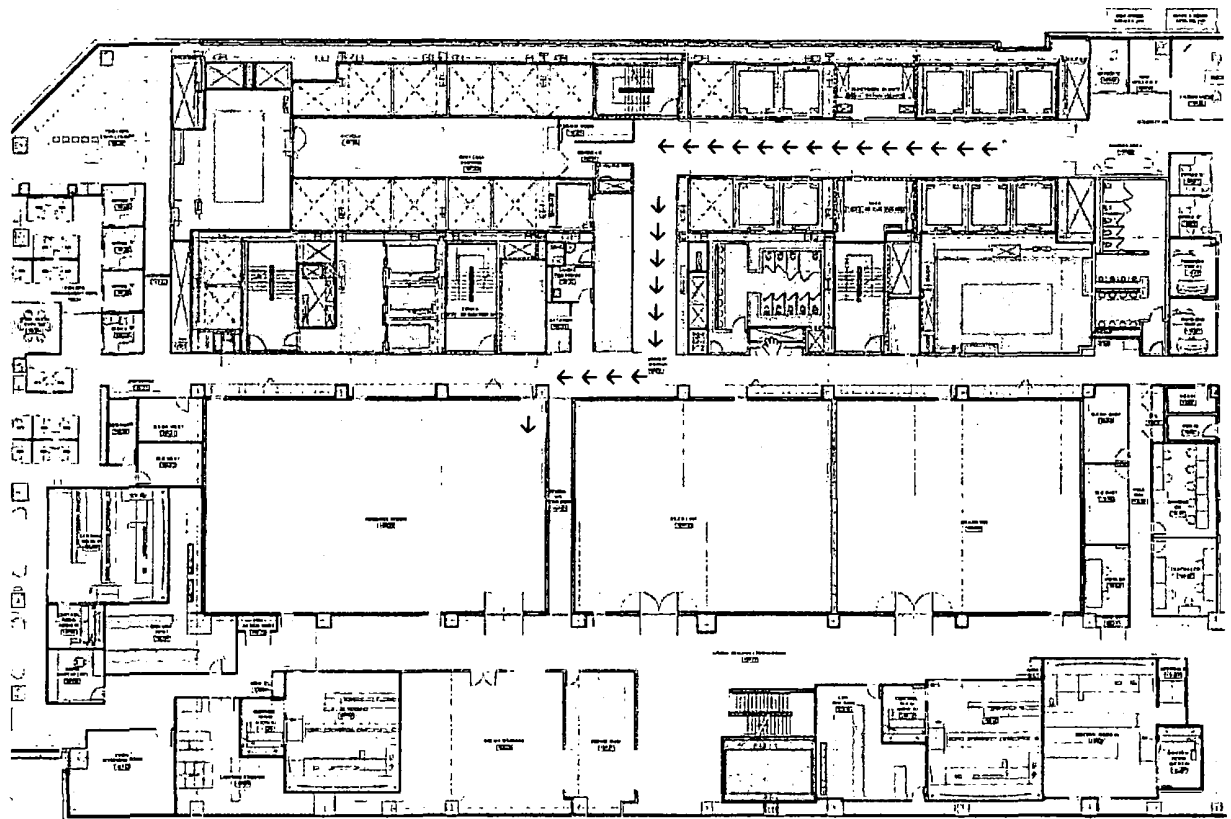
Appendix i  
 5<sup>th</sup> Floor Entry Sequence



AUDIENCE SEQUENCE

- ① Guard allows you through card reader entry.
- ② Guard swipes you in.
- ③ Check ID
- ④ Scan bag
- ⑤ Holding area ~30-40 people (350 SF)

Appendix ii  
 19<sup>th</sup> Floor Diagram to CNN Live Studio Audience Room





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