CONDOMINIUM OFFERING PLAN

THE 365-367 UNION AVENUE CONDOMINIUM

365-367 Union Avenue
BROOKLYN, NEW YORK 11211

Residential Units.....14	$7,404,000.00
Parking Units.....4	$ 140,000.00
Total Amount of Offering	$7,544,000.00

SPONSOR:

363 UNION LLC.
363 Union Avenue
Brooklyn, New York 11201

SELLING AGENT:

THE CORCORAN GROUP
135 PLYMOUTH STREET, #404
BROOKLYN, NY 11201

Date of acceptance for filing of this Offering Plan is DECEMBER 21, 2007
This plan may not be used after DECEMBER 22, 2008 unless extended by a duly filed amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO THE PURCHASER. SEE PAGE 1.

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

BECAUSE THE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

Prepared By:

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TABLE OF CONTENTS

PART I	**PAGE**
SPECIAL RISKS	1
INTRODUCTION	7
DESCRIPTION OF PROPERTY AND IMPROVEMENTS	11
LOCATION & AREA INFORMATION	12
SCHEDULE A - PRICES OF UNITS	13
SCHEDULE A - EXHIBIT I	15
FOOTNOTES TO SCHEDULE A	16
SCHEDULE B - PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION	19
FOOTNOTES TO SCHEDULE B	20
CHANGES IN PRICES OF UNITS	23
339i COMPLIANCE	24
INTERIM LEASE	25
PROCEDURE TO PURCHASE	26
EFFECTIVE DATE	32
TERMS OF SALE	34
CLOSING COSTS AND ADJUSTMENTS	36
RIGHTS AND OBLIGATIONS OF SPONSOR	40
CONTROL BY SPONSOR	44
BOARD OF MANAGERS	46
RIGHTS AND OBLIGATIONS OF UNIT OWNERS / BOARD OF MANAGERS	50
REAL ESTATE TAX BENEFITS	57
REAL ESTATE TAX BENEFITS LETTER	60
TAXES - DEDUCTIONS TO UNIT OWNERS/ STATUS OF CONDOMINIUM	63
COUNSEL'S TAX OPINION	64
RESERVE FUND	74
WORKING CAPITAL FUND	75
IDENTITY OF PARTIES	76
GENERAL	77
REPORTS TO UNIT OWNERS/DOCUMENTS ON FILE	79
SPONSOR'S STATEMENT OF BUILDING CONDITION	82

PART II	
PURCHASE AGREEMENT	PA1
UNIT DEED	UD1
POWER OF ATTORNEY	POA1
TAX ESCROW AGREEMENT	EA1
CONTRACT DEPOSIT ESCROW AGREEMENT	EA3
APPLICATION FOR DETERMINATION	AD1
DESCRIPTION OF PROPERTY AND SPECIFICATIONS	AR1
FLOOR PLANS	FP1
HOUSING MERCHANT IMPLIED WARRANTY LAW	HM1
REAL PROPERTY LAW SECTION 339kk	RE1
DECLARATION OF CONDOMINIUM	DC1
CONDOMINIUM BY-LAWS	CBL1
CERTIFICATIONS:	
SPONSOR	CRT1
SPONSOR'S ENGINEER (OR ARCHITECT)	CRT3
SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET	CRT5

SPECIAL RISKS

1) The Sponsor has made, and will pursue, an application for abatement and exemption of taxes under 421-a of the Real Property Tax Law of the State of New York, and shall make all filings necessary to obtain such benefits. Upon closing, the Sponsor will make all tax benefit documents available to the Condominium for inspection and copying for the life of the benefits. The Sponsor will timely file all applications and timely comply with all procedures required to properly process and maintain the benefits. Sponsor will make the application at his own cost and expense. Sponsor will use his best efforts to obtain the real estate tax benefits set forth herein. A preliminary Letter of Eligibility will be obtained prior to the first closing. In the event that a preliminary Letter of Eligibility cannot be obtained, the Offering Plan will be amended to reflect that fact; and a right of rescission will be offered to purchasers. A final Certificate of Eligibility cannot be applied for until after the Certificate of Occupancy is obtained. It is anticipated that benefits will commence within one year after said date, but will apply retroactively to the date on which the Certificate of Occupancy was obtained; so that a Purchaser who pays real estate taxes in excess of the amount due after benefits may be entitled to a refund or remission. As a result of the foregoing, if a Purchaser acquires his unit after the effective date of commencement of benefits, a portion of the benefits will have expired and be unavailable to the Purchaser.

The Sponsor's projection of tax due for the first year of operation is based on the figures and assumptions in the accompanying expert's opinion as to real estate tax benefits. However, it is not possible to accurately determine what the increase and actual assessed valuation will be. Moreover, it is equally impossible to predict any future increases in real estate tax rates, which may affect the amount of tax due on the property.

NO WARRANTY IS OR CAN BE MADE THAT THE BENEFITS SET FORTH HEREIN WILL BE OBTAINED. IN THE EVENT THE BENEFITS ARE NOT OBTAINED, OR IN THE EVENT THERE ARE INCREASES IN THE TAX RATE, OR THE PROPERTY'S ASSESSED VALUATION, OR IN THE STATUTES GOVERNING THE TAX BENEFITS, REAL ESTATE TAXES MAY HIGHER THAN SET FORTH ABOVE FOR THE FIRST YEAR OF OPERATION AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WOULD ALSO BE HIGHER.

Prospective purchasers are urged most strongly to read the section entitled REAL ESTATE TAX BENEFITS OPINION included herein.

2) Closing will not take place, and no individual condominium apartment will be sold until a permanent or temporary Certificate

of Occupancy has been obtained for the premises. In the event closing occurs after the issuance of a temporary Certificate of Occupancy, but prior to the issuance of permanent Certificate of Occupancy, then it will remain the obligation of the Sponsor to, at its own cost and expense, obtain such permanent Certificate, and the Certificate must be obtained within two (2) years from date of closing. Prior to obtaining the permanent Certificate of Occupancy, the Sponsor is required to either: a) maintain all deposits and funds in a special escrow account required by GBL-352e (2)(b) unless the Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified may be released; or, b) deposit with an escrow agent an unconditional, irrevocable letter of credit, or post a surety bond, in the aforesaid specified amount, in accord with the regulations of the New York State Department of Law. See RIGHTS AND OBLIGATIONS OF THE SPONSOR section of this Offering Plan.

3) There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan. **Time is of the essence** as to all such time constraints. This means that if the Purchaser fails to perform within the applicable time frame, he may waive substantive rights, or incur a forfeiture of substantial sums of money. Thus, a purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default, will both have the Contract canceled, and lose his downpayment. Similarly, a purchaser who fails to notify the Sponsor in the event he has failed to obtain mortgage financing within forty (40) days after executing the Purchase Agreement, will be required to proceed to closing, notwithstanding the fact that purchaser has failed to obtain mortgage financing; and, if such purchaser fails to proceed to closing, the down payment may be retained by the Sponsor. Purchasers are advised to consult with their attorney concerning all terms of this offering. Please see section of this Plan entitled PROCEDURE TO PURCHASE, and the PURCHASE AGREEMENT, set forth in Part II, for a statement of all applicable time limitations.

4) The terms of this Offering Plan transfer the statutory obligation to pay New York City Real Property transfer taxes (1% of purchase price for residential units, and New York State Documentary Stamp Taxes ($4.00 per thousand) to the Purchaser, so that the cost of such taxes represent an additional closing cost to the Purchaser, and an additional item of consideration on which transfer taxes must be paid. Additionally, the Purchaser is responsible for paying to the Sponsor's attorney a document preparation fee of $950.00, and a title clearance fee of $350.00, and may be responsible for certain other fees such as travel fees and default fees. Finally, Purchaser will pay Sponsor a fee of

$1,500.00 as partial reimbursement for the cost of preparing and filing the Offering Plan for the Condominium conversion of the subject premises. See section of the Offering Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS.

5) The square footage set forth in SCHEDULE A is based upon a "gross" square footage measurement, which includes as part of the unit the entirety of any exterior walls; the entirety of any wall dividing the unit from any common element; and ½ of walls dividing units from each other. As a result, the actual floor area of the unit may be significantly smaller than the square footage indicated in SCHEDULE A. Please see footnotes to SCHEDULE A and the ARCHITECT'S REPORT and FLOOR PLANS for a more complete explanation.

6) At the earlier of the fifth anniversary of the first closing date, or such time as less than fifty percent of the units of the Condominium (two units)constitute unsold units, control of the Condominium shall be transferred to a Board of Managers elected by unit owners other than Sponsor. Notwithstanding the end of the Sponsor control period, Sponsor may cast its votes for unit owners (other than the Sponsor or other holder of unsold shares) of its choice. Prior to that time, the Condominium will be controlled by a Board of Managers elected by the Sponsor. There are certain limitations on actions which can be taken by the Sponsor while he remains in control of the Board of Managers, which limitations are set forth in the CONTROL BY THE SPONSOR of this Offering Plan.

Until the earlier of five (5) years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those expenses described in Schedule B or expenses required to comply with applicable laws or regulations, to remedy any notice of violation or to remedy any work order by an insurer. Additionally, so long as the sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor. See section of the Offering Plan entitled CONTROL BY THE SPONSOR for a more complete explanation.

7) Sponsor is liable for all common charges, special assessments, and real estate taxes with respect to unsold units, and represents that Sponsor has financial resources to meet these obligations. However, no bond or other security has been furnished to secure the Sponsor's obligations. Please see section of the Offering Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR for a more detailed explanation.

8) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 50% or more) of the apartments in a building be sold before the lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum.

Even after a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. See PROCEDURE TO PURCHASE section of Offering Plan.

9) The Sponsor is not limiting the conditions under which it will rent rather than sell units. There is no commitment to sell more units than the 15% necessary to declare the plan effective. Owner-Occupants, therefore, may never gain effective control and management of the condominium. See the INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR, CONTROL BY SPONSOR and BOARD OF MANAGERS sections of this Offering Plan for a more complete explanation.

10) The By-Laws do not include a provision that after the initial Sponsor control period, a majority of the Board of Managers must be Owner-Occupants or member of an owner occupant's household, who are unrelated to the Sponsor and its Principals. Owner-Occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home, as opposed to purchase as an investment. See the INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR, CONTROL BY SPONSOR and BOARD OF MANAGERS sections of this Offering Plan for a more complete explanation.

11) All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account set forth herein. However, Purchaser should note that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event the Purchaser is entitled to a recision, the Purchaser will not receive a refund of any funds used for upgrades or extras. See PROCEDURE TO PURCHASE Section of this Offering Plan.

12) The cost of providing heat and hot water for individual units is not included in the monthly Common Charges. Heat and hot water are separately provided to each unit by its own heat and hot water facility; and the cost of fuel for providing such heat and

hot water will be separately billed for each unit. Thus, the cost of heat and hot water represents a cost in addition to the monthly maintenance (see FOOTNOTES TO SCHEDULE B and SCHEDULE B1).

13) All down payments will be placed in an IOLA account. The account (but not individual deposits) will be federally insured up to $100,000. To the extent that the total contract deposits exceed $100,000, they will not be federally insured. IOLA stands for "interest on lawyer accounts," and is a special type of escrow account maintained by an attorney. Interest earned on an IOLA account does not accrue to the benefit of either the buyer or the seller but is paid over to the state of New York. Please see PROCEDURE TO PURCHASE section of this Offering Plan.

14) The units 1A and 1B include a cellar recreation space. These rooms may not be used as bedrooms. Use of this room as a bedroom may result in a violation being placed against the building, which it would be the responsibility of the individual unit owner to correct and remove. Please see DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan for a more complete explanation.

15) Numerous units include as a limited common element a balcony or balconies. No structures may be built on these balcony areas without the express written permission of the Board of Managers, other than temporary structures such as a "succha" or removable screened tent. Unit owners shall be responsible for regular items of maintenance such as painting, railing maintenance, brush sweeping, snow removal, and repair or replacement of terrace or balcony surface as needed. The Condominium shall remain responsible for structural repairs such as girders, beams, etc. Please see the INTRODUCTION section of this Offering Plan and the ARCHITECT'S REPORT in Part II for a more complete explanation.

16) It is expected that the building will be self-managing. Therefore, no amount has been included in the projected budget for the first year of operation for a management fee. Should the Board of Managers at any time elect to employ the services of a managing agent, this will represent an additional cost of approximately 6% to 10% of the annual operating budget, which would require a concomitant increase in the common charges. See FOOTNOTE 9 to SCHEDULE B for a more complete explanation, including a listing of some of the tasks which unit owners will need to perform in the event neither a superintendent nor managing is employed.

17) All units will include as a limited common element a storage space in the cellar and a locker. Units may not be used as dwelling units, use of the storage unit as a dwelling unit may result in violation being place against the building, which would be the obligation of the unit owner to remove. Please see

17) All units will include as a limited common element a storage space in the cellar and a locker. Units may not be used as dwelling units, use of the storage unit as a dwelling unit may result in violation being place against the building, which would be the obligation of the unit owner to remove. Please see DESCRIPTION of property in this offering plan for more complete information.

18) There are four parking spaces located on the subject premises, which will be offered for sale on a first come, first served basis. Unit purchasers may purchase more than one parking space. Thus, many unit owners will not be able to park at the subject premises. Please see the DESCRIPTION section of this Offering Plan and the ARCHITECT'S REPORT in Part II for a more complete explanation.

19) Units 1A and 1B will each have allocated as a limited common element a portion of the rear yard of the subject premises. No structures maybe erected in these areas other than temporary structures such as a screened tent, tool shed or "succha." Unit owners will be responsible for maintenance of the yard area including landscaping, cleaning, and maintenance of any fences. Board of managers will have a right of access to said rear yard for the purpose of inspection or repair to the building.

20) Unit 4A, 4B, 4C, and 4D each include an attic storage area. These attic storage areas may not be used as dwelling spaces, nor may they be used for the storage of combustible items as that term is defined in the New York City Building Code. Storage of combustible items or uses of dwelling spaces may result in a violation placed against the building, which will be the obligation of the individual unit owner to remove.

INTRODUCTION

This is an Offering Plan for the sale of condominium apartments at 365-367 Union Avenue, Brooklyn, New York. The purpose of this plan is to fully set forth all material terms of the offer. This plan may be amended from time to time, if such amendment is filed with the New York State Department of Law. Any such amendments will be served on all prospective Purchasers who have executed a Purchase Agreement for any apartment, all unit owners, and all other persons entitled to service pursuant to local law or statute.

The Sponsor of this offering is 363 UNION LLC. The Principal of the Sponsor is Tomer Erlich. The Sponsor acquired title to the property on June 15, 2006. Units will be conveyed free and clear of any mortgages, liens, or other encumbrances. No construction financing is being utilized in the completion of this project. Units will be conveyed by delivery of a UNIT DEED set forth in Part II of this Offering Plan.

The prices contained in this offering, as set forth in SCHEDULE A, are set by the Sponsors, and are not subject to approval by the New York State Department of Law, or any other governmental agency. This Condominium will be subject to, and in compliance with, the New York State Condominium Act, Article 9-B of the New York Real Property Law.

This plan, including all schedules and exhibits submitted herewith, constitutes the entire Offering Plan. Copies of the plan and Parts A, B, C and D of the exhibits will be available for inspection to potential purchasers and their attorneys at the office of the Sponsor indicated on the front cover of this Offering Plan, and the New York State Department of Law, Investment Protection Bureau, Real Estate Finance Section, 120 Broadway, New York, New York, without charge; and for copying, at a reasonable charge.

The condominium consists of one building, comprised of a cellar, and four (4) stories (including mezzanines at the second and third floor) and containing in aggregate fourteen (14) residential units. The property is located in the Greenpoint section of Brooklyn. There are four (4) parking spaces located on the subject premises, which will be separately offered for sale on a first come, first served basis. There will be a laundry facility in the cellar containing a hook-up for a gas, stackable washer/dryer; however Sponsor will not supply the equipment. There are no recreational facilities. To the extent the Purchaser elects to install any other appliances in their unit, same will represent an additional cost of purchasing the unit. See DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan.

This offering is made only to individuals over the age of 18.

In accordance with the provisions of the Laws of the City of New York, the Sponsor represents that neither the Sponsor, nor the Condominium nor the Selling Agent will discriminate against any person because of his race, creed, color, sex, sexual orientation, national origin, ancestry, or any other reason prohibited by civil rights law in the sale of apartments offered by this Plan, or in the leasing of any apartment in the Building. Unit owners have an unrestricted right to lease, sell or mortgage units. Use of units is limited to residential use, and appurtenant home office use.

This is a newly constructed building. Work on the building is scheduled for completion in June 2007. The foundation and masonry work have commenced at this time.

Ownership of a Condominium Unit resembles in many ways ownership of a private home. Basic aspects of condominium ownership include:

(1) Each purchaser owns his unit outright and is entitled to exclusive possession of his unit. Each purchaser also has an interest, and a right to use common elements and limited common elements of the building. However, each unit owner is obligated to comply with the Declaration, By Laws, rules and regulations, and any other requirements of the Board of Managers.

(2) Common elements are parts of the Property, in addition to his/her own Unit, which a Unit Owner owns in common with the owners of all other Units, such as entryways, stairways, hallways, utility areas, and similar elements of the building, which serve all Unit Owners. A Unit Owner will share the non-exclusive right to use the Common Elements with all other unit owners.

Limited Common Elements are those areas appurtenant to a particular Unit or Units, the use of which is restricted to the owner(s) of such Unit or Units, but which are not owned by that unit owner. All units will have allocated as a limited common a storage area in the cellar and a locker. Units 1A and 1B will have allocated as a limited common element a portion of the rear yard of the subject premises. Numerous other units will have allocated as a limited common element a balcony or terrace. For a more complete explanation, please see the ARCHITECT'S REPORT and the FLOOR PLANS in Part II of this Offering Plan.

(3) After filing of the Declaration, each unit will be separately taxed and may be separately mortgaged; each unit owner may deduct from adjusted gross income for income tax purposes real estate taxes and mortgage interest. No unit owner

will be responsible for payment of, or any lien arising out of non payment of, real estate taxes assessed against any other unit in the building.

(4) Each Unit Owner may vote for the members of the Board of Managers, which is the group elected by unit owners to operate the Condominium. The Board of Managers will set common charges based on cash needs of building operation, decide on special assessments, and, in general, make all decisions necessary to run the building.

(5) Each unit owner must pay common charges in accordance with the New York Condominium Act (Real Property Law Sections 339 (i) and (m)), and any applicable state or local law. The common charges payable under the By-Laws will be based strictly on the projected cash requirements of ownership and operation of the Property and may include an allowance for contingencies, replacements, and/or repairs. Furthermore, the Board of Managers may impose special assessments in order to meet emergencies, contingencies, or other unforeseen events, which will become the financial obligation of each purchaser of a Condominium Apartment. These assessments will be levied in direct proportion to the percentage of common interest allocated to each apartment.

(6) Individual purchasers should explore obtaining insurance coverage, which would be at their own cost and expense, to insure them for such risks as fire and casualty losses in their apartments to their personal contents therein, as well as liability insurance for each occurrence which might occur within their respective apartments.

(7) Unit owners are responsible for maintenance and repairs to their individual units.

(8) The condominium Board does not have the right to approve or disapprove Purchasers. Therefore there is no limit on the number of owners who may purchase for investment rather than personal occupancy and there may always be a substantial percentage of owners who are non-residents.

(9) Each unit owner is obligated to comply with the DECLARATION, the BYLAWS, rules and regulations, and any other requirements of the Board of Managers.

The purchase prices, and estimated common charges and real estates taxes for the first year of Condominium operation are set forth in SCHEDULE A. The projected budget for the first year of Condominium operation is set forth in SCHEDULE B.

While the Sponsor will endeavor in good faith to sell rather than rent units, the Sponsor is not limiting the conditions under which it will rent rather than sell units. There is no commitment to sell more units than the 15% necessary to declare the plan effective. Owner-Occupants, therefore, may never gain effective control and management of the condominium. Additionally, the By-Laws do not include a provision that after the expiration of the initial sponsor control period. A majority of the Board of Managers must be Owner-Occupants or member of an owner occupant's household, who are unrelated to the Sponsor and its Principals. Owner-Occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home, as opposed to purchase as an investment. If the Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor is bound by Sponsor's representation regarding its commitment to sell units.

THE PURCHASE OF A CONDOMINIUM APARTMENT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The condominium consists of one building, comprised of a cellar, basement, and four (4) stories (including mezzanines at the second and third floor levels), and containing in aggregate six (14) residential units. The property is located in the Greenpoint section of Brooklyn. There are four (4) parking spaces located in the cellar of the subject premises which will be separately for sale on a first come, first serve basis. There are four parking spaces located on the subject premises, which will be offered for sale on a first come, first served basis. Unit purchasers may purchase more than one parking space. To the extent the Purchaser elects to install any other appliances in their unit, same will represent an additional cost of purchasing the unit. See DESCRIPTION OF PROPERTY AND BUILDING CONDITION included in Part II of this Offering Plan.

Units 1A and 1B will include as part of the unit a cellar recreation space, which may not be used as a bedroom; and will also have allocated as a limited common element a portion of the rear yard. Numerous apartments will be allocated as a limited common element a balcony or roof terrace. All units will have allocated as a limited common element a storage area in the cellar and a locker.

This is a newly constructed building. It is anticipated that construction will be completed in June 2007.

The Sponsor will complete the work set forth in this plan relating to the building, and the apartments contained therein, all applicable zoning and building laws, including, but not limited to, the New York City Administrative Code and the Zoning Resolution of 1961 as amended, and subject to procurement of all applicable and proper permits which are required, if any.

The Sponsor hereby adopts the detailed description of property and building condition set forth in the section entitled DESCRIPTION OF PROPERTY, SPECIFICATIONS, and BUILDING CONDITION of this Offering Plan. With reference to such material, a licensed architect prepared the description of property and building condition contained therein. Prospective purchasers are urged to refer to said section for a more complete understanding of the physical condition of the subject property and building.

LOCATION AND AREA INFORMATION

The premises are located in the Greenpoint section of Brooklyn. This is a highly developed area essentially residential in character, but served by a rich and diverse assortment of shopping, recreational, medical, religious, and educational facilities, as well as a network both of streets and roads, and urban transportation. Police, Fire, Water, Sanitation, snow removal, and road maintenance are provided by the City of New York. The Police Precinct serving the community is the 90th precinct, located less than half a mile away on Union Avenue. The local Brooklyn fire station is located approximately 2 miles from the project at the Metrotech Center. Local medical centers include Woodhull, located approximately 1 mile away on Broadway and Williamsburg Family Health, located less than a mile away on Division Avenue. Students living in this project will be eligible to attend a public School in district 14, which include nearby PS 19 (Roberto Clemente), JHS 50 (John D. Wells) as well as several high schools. Shopping is on 13th and 15th Avenues. The area is well served by the G, L, J, M, and Z subway lines, which stop along Union Avenue, Metropolitan Avenue, and Broadway as well as by bus routes B24 and B43.

Zoning of the site is R6 as designated by the 1961 New York City Zoning Resolution as amended. This zone permits residential use as-of-right. There is no landmark designation of the site. There are no adjoining undeveloped areas of the site. Neither the Sponsor, nor any principals of the Sponsor, own in whole or in part, or have an option or right to acquire, in whole or in part, any adjacent areas which are not fully developed.

The block on which the property is located is residential. All property surrounding the subject premises are similarly residential. There are no uses presently in existence or proposed in any adjacent or nearby buildings or land other than residential use.

SCHEDULE A
PURCHASE PRICE AND ALLOCATION OF COMMON INTEREST
First Year of Operation
July 1,2007- June 30, 2008

Unit	Sq. Ftg. (1)	Bdrms/ Bths (2)	% of Common Interest (3)	Purchase Price (4)	Monthly Common Charges (5)	With Tax Ben. Monthly Real Es. Taxes (6)	With Tax Ben. Carrying Charges (7)	Without Tax Ben. Monthly Real Es. Taxes (8)	Without Tax Ben. Monthly Carrying Charges (9)
1A	661.0	1/1	6.10%	$460,000.00	$261.62	$39.40	$301.02	$409.51	$671.13
1B	543.0	0/1	6.48%	$489,000.00	$278.11	$41.88	$319.99	$435.32	$713.44
2A	926.5	2/2	8.29%	$625,000.00	$355.46	$53.53	$408.99	$556.39	$911.86
2B	699.4	1/1	6.30%	$475,000.00	$270.15	$40.68	$310.83	$422.86	$693.01
2C	717.1	1/2	6.50%	$490,000.00	$278.68	$41.96	$320.65	$436.21	$714.89
2D	679.4	1/1	6.16%	$465,000.00	$264.46	$39.82	$304.29	$413.96	$678.42
3A	926.5	2/2	8.42%	$635,000.00	$361.15	$54.38	$415.53	$565.30	$926.45
3B	699.4	1/1	6.36%	$480,000.00	$272.99	$41.11	$314.10	$427.31	$700.30
3C	717.1	1/2	6.56%	$495,000.00	$281.53	$42.39	$323.92	$440.66	$722.19
3D	679.4	1/1	6.23%	$470,000.00	$267.31	$40.25	$307.56	$418.41	$685.72
4A	941.3	1/1	8.62%	$650,000.00	$369.68	$55.67	$425.35	$578.65	$948.33
4B	762.0	1/1	7.36%	$555,000.00	$315.65	$47.53	$363.18	$494.08	$809.73
4C	765.9	1/1	7.94%	$599,000.00	$340.67	$51.30	$391.97	$533.25	$873.92
4D	688.8	1/1	6.83%	$515,000.00	$292.90	$44.11	$337.01	$458.47	$751.37
P1	144		0.46%	$35,000.00	$19.91	$3.00	$22.90	$31.16	$51.06
P2	144		0.46%	$35,000.00	$19.91	$3.00	$22.90	$31.16	$51.06
P3	144		0.46%	$35,000.00	$19.91	$3.00	$22.90	$31.16	$51.06
P4	144		0.46%	$35,000.00	$19.91	$3.00	$22.90	$31.16	$51.06
Total:	10,983		100.00%	$7,543,000.00	$4,290.00	$646.00	$4,115.41	$6,715.00	$17,217.00

Notes:

1) Units 1A and 1B will include as part of the unit a cellar recreation space, which may not be used as a bedroom and will also have allocated as a limited common element a portion of the rear yard. A and B units located will have allocated as a limited common element a balcony or roof terrace. All units will have allocated as a limited common element a storage area in the cellar and a locker.

2) Annual Real Estates Taxes for all units, with and without tax benefits, are listed on the attached Exhibit I. The estimate in the event that tax benefits are not obtained is based on the first full year of post completion assessed value.

3) The above projections of square footage are estimates and may differ, within reasonable tolerances, from the final "as built" square footage of the units.

4) In addition to the purchase price, there are additional closing costs assessed against each unit, su document preparation fee ($950.00), reimbursement fee ($1,500.00), working capital fund contribution, clearance fee ($350.00) and payment of transfer taxes. Additionally, Purchaser will pay their own t insurance costs, recording charges and mortgage recording taxes. Please see the CLOSING COSTS & ADJU section of this Offering Plan for a more complete explanation.

SCHEDULE A - EXHIBIT 1

Unit	Annual Real Estate Taxes With 421-a Tax Exemption	Annual Real Estate Taxes Without 421-a Tax Exemption
1A	$472.80	$4,914.12
1B	$502.56	$5,223.84
2A	$642.36	$6,676.68
2B	$488.16	$5,074.32
2C	$503.52	$5,234.52
2D	$477.84	$4,967.52
3A	$652.56	$6,783.60
3B	$493.32	$5,127.72
3C	$508.68	$5,287.92
3D	$40.25	$5,020.92
4A	$668.04	$6,943.80
4B	$570.24	$5,928.96
4C	$615.60	$6,399.00
4D	$529.32	$5,501.64
P1	$36.00	$373.92
P2	$36.00	$373.92
P3	$36.00	$373.92
P4	$36.00	$373.92

FOOTNOTES TO SCHEDULE A

1. The square footage is calculated by the standard mathematical formula of multiplying the length of an area by the width of an area; and adding together for each apartment all of the areas contained therein. Unit boundaries used for calculating the square footage of the units are exterior (gross square footage method). As a result, the usable floor area of the unit will be significantly smaller then the square footage indicated in the Offering Plan. The estimated square footage of each unit is based on the FLOOR PLANS and ARCHITECT'S DESCRIPTION OF PROPERTY set forth in Part II of this Offering Plan, and may vary within reasonable tolerances as subsequently described in the condominium Declaration.

2. The room count is based on the method suggested by the Real Estate Board of New York. This method counts each fully partitioned room as one room, and each bathroom containing a sink, toilet, and shower or bath as a full bathroom. Multi-use rooms, such as living/dining rooms are counted as a single room. Baths which do not include a tub or shower are counted as half baths. See the section entitled DESCRIPTION OF PROPERTY AND BUILDING CONDITION, and FLOOR PLANS, both of which are included in Part II of this Offering Plan, for a more complete description of each apartment. Additionally, the square footage set forth in SCHEDULE A may differ, within reasonable tolerances, from the square footage specified for this unit in Schedule B to the Condominium Declaration.

3. The determination of percentages of Common Interest allocated to each unit is based upon floor space, subject to the location of such space, and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of a particular unit, as per Section 339(i)(1)(iv) of the New York State Real Property Law.

4. Across-the-board changes in unit prices, advertised price changes, and increase in individual unit prices may be made by duly-filed amendments only; however, individually negotiated reductions in the purchase price of a unit may be made without prior amendment. Purchasers will also incur certain closing costs in connection with the purchase of their unit. See CHANGES IN PRICES IN UNITS and CLOSING COSTS sections of this Offering Plan.

5. Projected Common Charges for the first year of operation include only those expenses which are enumerated in SCHEDULE B. Maintenance charges do not include such expenses as repairs to the interior of the owner's unit, and the owner's individual gas,

electricity, and telephone expenses; individual costs for heat and hot water for each apartment is set forth in SCHEDULE B1 of this Offering Plan. Moreover, if the purchaser should obtain financing for the purchase, the debt service on that loan will be an additional expense not covered by the Common Charges. Common Charges are arrived at by allocating to each unit a share of the Monthly Charges proportionate to the Common Interest which that unit bears in the condominium.

6. After the condominium is divided into individual tax lots, each lot will be separately taxed for New York City property tax purposes. A unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non payment of taxes on other units. Sponsor is applying for Real Estate Tax Benefits pursuant to Section 421-a of the New York State Real Property tax law. This will result in an exemption of the building from increase in actual assessed valuation due to improvements to the premises for a period of twenty-one (21) years, with the full assessment thereafter being phased in over a five (5) year period. Sponsor has obtained an estimate from Moseson & Associates, 769 Empire Avenue, Far Rockaway, New York, 11691, as to the likely effects of Sponsor's application for Real Estate Tax Benefits; Purchasers are directed to the section of this Offering Plan entitled REAL ESTATE TAX BENEFITS OPINION for a complete explanation.

The anticipated date of completion of construction is June of 2007.

Calculations of Real Estate Taxes are arrived at by applying the current tax rate to the assessed value, and then allocating the resulting taxes in direct proportion to the allocation of common interest. In the event Tax Abatement and Exemption benefits are obtained, the assessed value will be based on the pre-construction assessed value of $62,550.00. In the event tax exemption benefits are not obtained, the assessed value used for calculations is the $1,666,710.00 post-completion assessed value estimated by the Sponsor's real estate tax exemption and abatement expert, and set forth in his letter included in this Plan. In either case, the tax rate used for the calculation is 12.396%, which is the current tax rate. Unit owners shall be entitled to deduct real property taxes paid on the unit for income tax purposes. See TAX OPINION hereinafter set forth for a more complete discussion.

7. Monthly carrying charges are composed of the monthly common charges and the monthly real estate taxes projected against each unit.

8. While Sponsor is applying for real estate tax benefits, and the expert opinion included in this Offering Plan projects that such benefits are available and will be granted no guarantee can be, or

is made, that said benefits will be obtained, or will continue to be available. Therefore, Sponsor has projected in Schedule A the real estate taxes in the event no such benefits are obtained.

9. Monthly carrying charges in the event benefits are not obtained are composed of the monthly common charges plus the monthly real estate taxes without benefits as set forth in column 8. Unit owners who itemize their deductions should, for federal income tax purposes, be entitled to a deduction for real estate taxes in the year in which same are paid or accrued. The projected tax deduction may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any), or from changes in the allocation of constant debt service payments to interest and principal; or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, tax rates, or the method of assessing real property; or from changes in the tax laws governing deductibility of mortgage interest and real estate taxes. Please see the TAX OPINION LETTER set forth in this Offering Plan for a more complete explanation.

SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
July 1, 2007 - June 30, 2008

INCOME	
Common Charges	$ 51,476
EXPENSES	
Heat and Hot Water (1)	$ 9,601
Electricity (2)	$ 5,000
Water and Sewer (3)	$ 9,800
Repairs and Maintenance (4)	$ 5,000
Services and Supplies (5)	$ 1,500
Insurance (6)	$ 4,544
Legal and Accounting Fees (7)	$ 1,900
Labor (8)	$ 13,131
Management (9)	$ -0-
Miscellaneous (10)	$ 1,000
Total	$ 51,476

Note: All figures are rounded to the nearest dollar.

IF THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS TO BE DELAYED MORE THAN SIX (6) MONTHS BEYOND THE BUDGET YEAR PROJECTED IN THE OFFERING PLAN, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING CURRENT PROJECTIONS. IF SUCH AMENDED PROJECTION EXCEEDS ORIGINAL PROJECTIONS BY 25% OR MORE, THE SPONSOR MUST OFFER ALL PURCHASERS THE RIGHT TO RESCIND IN A REASONABLE PERIOD OF TIME THAT IS NOT LESS THAN 15 DAYS AFTER THE DATE OF PRESENTATION OF SAID AMENDED BUDGET, TO EXERCISE SAID RIGHT, WHETHER OR NOT SPONSOR OFFERS TO GUARANTEE THE PREVIOUS BUDGET PROJECTION. SPONSOR MUST RETURN ANY DEPOSIT OR DOWN-PAYMENT TO A PURCHASER WHO RESCINDS WITHIN 10 DAYS AFTER RECEIPT OF NOTICE OF RESCISSION.

ADDITIONALLY, PURCHASERS WILL BE OFFERED THE OPPORTUNITY TO RESCIND THEIR PURCHASE AGREEMENT IN THE EVENT CLOSING DOES NOT OCCUR WITHIN 12 MONTHS FROM THE COMMENCEMENT DATE OF THE PROJECTED BUDGET.

FOOTNOTES TO SCHEDULE B

1. Heat and hot water for each unit are provided by separate facilities serving each unit. Each purchaser will pay separately for the heat and hot water supplied to their unit. No heat is provided to the common areas of the building. See SCHEDULE B1 hereinafter set forth for an estimate of individual heat and hot water charges. The budgeted figure for heat and hot water represents the heat and hot water supplied to the laundry room and is based on an estimate by Klein, Levin Associates of 1839 Ocean Parkway, Brooklyn, NY 11223, based on approximately 4,600 therms per year at $2.00 per therm.

2. The Sponsor has obtained an estimate from Klein, Levin Associates, 1839 Ocean Parkway, Brooklyn, New York, 11223, of approximately $ 4,540 per year of electrical usage for the common areas based on 24,300 kilowatt hours per year, The projected cost in SCHEDULE B includes a 10% allowance for inflation, and the cost of all applicable state and local taxes; and is based on a current rate of approximately 18.0 cents per kilowatt hour. Purchasers shall be responsible for individual utility costs for their own apartments.

3. Water is supplied to the building by the City of New York through a single water meter serving the entire building. Projected water and sewer costs are based upon a current New York City estimate of 400 gallons, or 53 cubic feet per day per residential unit, current charges of $1.38 per 100 cubic feet of water consumed, and sewer charges of $2.20 per 100 cubic feet of water consumed. Projected figure also includes a 10% allowance for inflation.

4. Repairs and maintenance to building: The budgeted figure is based on normal maintenance and repairs to the common elements of the building and its systems and equipment. Insofar as this is a newly constructed building it is not anticipated that any major repairs will be required. The budgeted figure includes the estimated cost of an elevator maintenance contract and such items of regular maintenance as cleaning, painting and minor mechanical, carpentry, or electrical work. Individual unit owners will be responsible for the cost of interior repairs, and decorations, and painting of their respective apartments, including appliances.

5. Services and supplies: These include items expected to be consumed in the normal course of building operation, including light bulbs, cleaning supplies, paints, and hardware items.

6. Insurance: Sponsor has received a letter estimating the cost of coverage for the building via a package policy through V.A Heinz Associates, Inc. 146-08 Hillside Avenue, Jamaica, NY 11435, in the following coverage amounts:

Building.....	$1,540,000 total "All Risk" Replacement Value, No co-insurance
Liability.....	$4,000,000 aggregate $2,000,000 per occurrence
Lost Common Charges.....	ACTUAL LOSS SUSTAINED
Deductible.....	$1,000

The foregoing insurance, including the public liability coverage included therein will be in effect at the time of closing. The insurance company has advised the Sponsor via letter that in its opinion, the amount of coverage is adequate to rebuild the building structure if totally destroyed by any insured peril; however, the policy does not guaranty the replacement of individual fixture and improvements installed by individual unit owners. This policy waives a standard co-insurance clause, so that no insured thereunder shall be a co-insurer. The policy will provide that:

(i) each unit owner will be an additional insured;
(ii) there will be no cancellation without notice to the board of managers and individual unit owners;
(iii) will waive subrogation;
(iv) will waive invalidity because of the acts of the insured and individual unit owners;
(v) and, will waive pro rata reduction if individual unit owners obtain additional individual coverage.

The policy does not include, umbrella coverage, or blanket fidelity, which can be provided at extra cost. Purchasers are advised of the desirability of obtaining additional insurance, at their own cost and expense, to cover such risk as fire and casualty losses to unit contents, replacements, additions, up-graded fixtures and improvements, and liability coverage for occurrences within the unit or, where applicable, on the limited common elements pertinent to the units.

7. Legal and Accounting Fees: This figure is based on the estimate received from Steven Falk, CPA, 777 Old Country Road, Plainview, New York, NY 11803, a certified public accountant licensed in the state of New York, for preparation of a certified financial statement for the first year of operation and City, State and Federal tax returns, which estimate was $1,400.00. The balance of the budgeted figure, $500.00, anticipates minor legal services during the first year of operation, but would be insufficient to cover any substantial litigation.

8. The budgeted figure anticipates one part time super working approximately twenty hours per week at $10.00 per hour and includes F.I.C.A, New York City and New York State unemployment insurance, workers compensation insurance and disability insurance. The budgeted figure does not anticipate use of union personnel, which would result in a substantially higher projection.

9. It is expected that the building will be self-managing. Should the Board of Managers elect at any time to employ the services of a managing agent, this will represent an additional cost of approximately 6% - 10% of the annual operating budget, which would require a concomitant increase in the common charges.

Activities which the unit owners will need to perform in the event no managing agent is employed include maintenance of checking and savings accounts for the condominium; collection of monthly common charges; payment of all condominium common charges; processing of all individual unit sales; supervision and payment of building employees; building maintenance; review and resolution of any problems arising in the day-to-day operation of the building; compliance with all government laws and regulations affecting building operation, ownership and maintenance; filing of annual tax returns; enforcement of condominium-adopted rules and regulations including enforcement of maintenance obligations; seizure and sale of delinquent units; and response to individual unit owner complaints, questions or issues. In addition to the foregoing, any additional issues or problems arising out of the operation, maintenance, ownership, or occupancy of the building, will need to be dealt with by the Board of Managers.

10. The miscellaneous budgeted item is intended to provide a cushion for unforeseen costs and an opportunity for the condominium to accrue a reserve for future expense.

SCHEDULE B1

July 1, 2007- June 30, 2008

Heat and hot water are provided to each individual unit by separate boilers and hot water heaters serving each such unit. The attached Exhibit A includes estimates for the annual cost of providing electricity, heat and hot water for each residential unit. The costs do not include an estimate of domestic cooking gas.

The estimate assumes the following:

(a) Current Brooklyn Union gas rate of 1.77 cents per therm;
(b) Estimate of 15 hours per day at 70 degrees;
(c) Estimate of 9 hours per night at 60 degrees
(d) Con Edison electric rates of 26.5 cents per kwh.

Taxes are based on current New York City and New York State sales taxes applicable to the sale of natural gas use for home heating purposes and to electricity.

A 10% inflation factor has been included with regard to heating and electrical costs.

The cost of providing hot water for domestic use (washing, bathing, etc.) is based on normal estimated usage for a family of 5, and is highly dependent both on the number of people located in the apartment, and their pattern of usage.

The table includes only gas use for heating and hot water and does not include gas used for cooking or any other purpose.

Schedule B1 - Exhibit A
ANNUAL COST OF HEAT, HOT WATER & ELECTRICITY
First Year of Operation
July 1, 2007- June 30, 2008

Unit	Heating Estimate	Heating Use (therms)	Hot Water Estimate	Hot Water Use (therms)	Electric	Electric Usage (kWh)	Inflation	Taxes	Total
365-367 Union Avenue									
1A	$781.00	441	$765.00	432	$1,382.80	6,012	$292.88	$86.55	$3,308.23
1B	$781.00	441	$765.00	432	$1,382.80	6,012	$292.88	$86.55	$3,308.23
2A	$1,004.00	567	$956.00	540	$1,714.50	7,454	$367.45	$108.74	$4,150.69
2B	$781.00	441	$765.00	432	$1,450.00	6,304	$299.60	$89.24	$3,384.84
2C	$892.00	504	$765.00	432	$1,558.00	6,774	$321.50	$98.00	$3,634.50
2D	$781.00	441	$956.00	432	$1,382.80	6,012	$311.98	$86.55	$3,518.33
3A	$1,004.00	567	$765.00	540	$1,714.50	7,454	$348.35	$108.74	$3,940.59
3B	$781.00	441	$765.00	432	$1,382.80	6,012	$292.88	$86.55	$3,308.23
3C	$892.00	504	$765.00	432	$1,558.00	6,774	$321.50	$98.00	$3,634.50
3D	$781.00	441	$765.00	432	$1,382.80	6,012	$292.88	$86.55	$3,308.23
4A	$1,004.00	567	$956.00	540	$1,714.50	7,454	$367.45	$108.74	$4,150.69
4B	$892.00	504	$765.00	432	$1,558.00	6,774	$321.50	$98.00	$3,634.50
4C	$1,004.00	567	$956.00	540	$1,714.50	7,454	$367.45	$108.74	$4,150.69
4D	$892.00	504	$765.00	432	$1,558.00	6,774	$321.50	$98.00	$3,634.50

22B

CHANGES IN PRICES AND UNITS

The offering prices, as set forth in SCHEDULE A, may only be increased or decreased by a duly filed amendment to the plan when the change in price is an across-the-board change affecting one or more lines of units, or unit models, or is to be advertised, or represents a price increase for any individual unit. However, prices are negotiable, and Sponsor may enter into an agreement with a purchaser to sell one or more units at prices lower from those set forth in SCHEDULE A without filing an amendment prior to entering such agreement, as per FOOTNOTES TO SCHEDULE A.

No change will be made in the size or number of units, and/or their respective percentage of common interest; and no material change will be made in the size or quality of common elements; except by amendment to the Plan and when applicable, to the Declaration. Unless an effected purchaser consents, no material change will be made in unit size, layout or percentage of common interest, if a Purchase Agreement has been executed and delivered to the Sponsor for that unit and the Purchaser is not in default. Unless all purchasers consent, no material change will be made in the size, and no material adverse change will be made in the quality, of common elements. No change of any type set forth in this paragraph shall be made except by amendment duly filed with the New York State Department of Law.

RITA KNOX REALTY INC.
LICENSED REAL ESTATE BROKER
241 FIFTH AVENUE
BROOKLYN, NEW YORK 11215

(718) 965-2722
FAX: (718) 965-0648

January 4, 2007

COMPLIANCE WITH REAL PROPERTY LAW 339(i)(1)(iv)

RE: 365-367 Union Avenue, Brooklyn, New York 11211

Dear Mr. Meshberg:

The Corcoran Group has been a licensed real estate broker doing business in New York City since 1973. We have participated in the sale and rental of properties in Brooklyn and am familiar with numerous buildings similar to the building proposed for 365-367 Union Avenue.

You have told me that the factual basis for the allocation of each Unit's common interest as expressed in the Declaration, pursuant to Section 339-I (1)(iv) of the Condominium Act, is calculated based on a Unit's floor space, subject to the location of such space and 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.

I have examined originals or copies of documents as I have deemed relevant, including the offering plan and the approved floor plans for the premises. In such examinations, I have assumed the genuineness of all signatures and the authenticity of all documents.

Based on my review of the foregoing, it is my opinion that the allocation of the Common Interest for each Unit of the condominium complies with Section 339-1 of the Real Property Law.

I hereby authorize the use of this opinion or a reproduction hereof in the offering plan.

Sincerely,

Rita Knox

Rita Knox
Licensed Real Estate Broker

INTERIM LEASE

The Sponsor may, at Sponsor's option extend an interim lease to any purchaser who has executed a contract of sale for a unit in the subject premises and is not in default thereon. It shall be in the Sponsor's sole and exclusive discretion as to whether or not to offer an interim lease. The Sponsor may for any, or for no reason may refuse to offer an interim lease to any purchaser. Interim leases or short term leases shall not be offered to any party who has not executed a Purchase Agreement for a unit. The interim lease shall not create a landlord-tenant relationship but shall be deemed the use and occupancy agreement and part of the contract. No rental protection laws are applicable to the interim leases. The interim lease will provide that in the event the contract is cancelled, or the Plan is abandoned Interim Lessee will move out on 30 days written notice. Interim lease will further provide that an uncured default under the purchase agreement is a default under the interim lease, and that an uncured default under the interim lease is a default under the purchase agreement. Notwithstanding the foregoing, before the Sponsor can utilize a default under the interim lease to declare a default under the purchase agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim lessee; unless the interim lessee has vacated the unit. Interim lessee has 30 days to vacate the unit after receipt of written notice of a default; after delivery to the Sponsor of written notice of exercise of right of rescission; or after delivery to the purchaser of written notice that the Plan has been abandoned.

PROCEDURE TO PURCHASE

Persons desiring to purchase condominium units will be required to execute a Purchase Agreement and Transferee Affidavit in the form contained in Part II of this Plan and return it to the selling agent, together with a check in the amount of 10% of the purchase price, as a down-payment, drawn to the order of HAROLD L. GRUBER, As Attorney. Sponsor reserves the right to accept a lesser downpayment to accommodate Purchasers, but in no case will downpayment be less than $1,000.00.

The prospective purchaser must have the Offering Plan and all filed amendments in his possession at least three (3) business days prior to executing the Purchase Agreement. In the event Purchaser has not had said Offering Plan in his possession for at least three (3) business days prior to execution, Purchaser may rescind the Purchase Agreement by mailing Notice of Rescission to Sponsor or selling agent, or by hand delivering notice, within seven (7) days after executing same. Notice by mail will be effective if it postmarked within seven (7) days of executing Purchase Agreement. Purchase Agreement shall not be binding on any party until accepted by the Sponsor. Within twenty (20) days after the prospective purchaser has delivered to the selling agent a signed Purchase Agreement, together with the required downpayment, the Sponsor must either accept the Purchase Agreement and return a fully executed counterpart, or reject the Purchase Agreement and refund in full any downpayment taken. This Offering Plan will expire twelve (12) months from the date on which it is accepted by the New York State Department of Law, unless extended by a duly filed amendment hereto.

All down payments will be place in an account in conformity with the disclosure contained in this Plan.

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-3(2-b) and 352-h, and the Attorney General's regulations promulgated pursuant thereto.

Any provision of any contract or agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any purchase. Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the establishment, maintenance, or defense of obligations arising from the handling or disposition of trust funds.

All deposits, downpayments, or advances, made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the agreement is signed by all necessary parties, in a segregated special escrow account of Harold L. Gruber, Esq., whose address is 92 Prospect Place, Brooklyn, New York 11217, and whose telephone number is (718)788-7722. The signatory on this account authorized to withdraw funds is: Harold L. Gruber, 92 Prospect Place, Brooklyn, New York 11217. The name of the account is HLG SPECIAL ESCROW- 365, located at Key Bank, at its branch located at 28 West Market Street, Red Hook, New York, 12571. This bank is covered by federal bank deposit insurance to a maximum of $100,000.00. To the extent deposits in the account exceed $100,000.00 they will not be federally insured. If the escrow agents are replaced or funds are transferred to a new escrow account, the Plan will be amended to provide the same full disclosure with respect to the new account, escrow agent and escrow agreement as was originally provided. No transfer of funds or change of escrow agent will be made until such amendment is accepted for filing by the Department of Law.

This account will be an IOLA account with no interest accrued to the benefit of either the purchaser or the Sponsor. An IOLA is a special segregated escrow account maintained by an attorney. Interest on an IOLA account is paid to the State of New York.

All instruments shall be made payable to or endorsed to the order of HAROLD L. GRUBER, as escrow agent.

Within ten (10) business days after tender of the deposit submitted with the Purchase Agreement, the escrow agent will notify the purchaser that such funds have been deposited into the escrow account and will provide the account number and the initial interest rate, if applicable. If the purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the deposit. Such purchaser may also apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the purchaser in conformity with the Attorney General's regulations.

Since all contracts are contingent upon the Plan becoming effective, under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting purchaser until after consummation of the Plan.

The escrow agent will hold funds in escrow until otherwise directed in:

(i) a writing signed by both Sponsor and Purchaser; or,

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

(iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the Sponsor until the escrow agent has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the Sponsor unless the purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the escrow agent in accordance with such provisions.

The Sponsor will not object to the release of the escrowed funds to:

(i) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan, or an amendment to the Plan;

(ii) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

Any notice required to be given hereunder may be given to the Attorney for the respective parties if an attorney is designated in the contract of sale. A notice may also be given by fax and regular mail, or by overnight delivery service, and will be deemed given when actually received or when delivery is attempted. Contracts may not be assigned or recorded. Any attempt to assign or record a contract will be a breach thereunder, entitling the Seller to cancel the contract and retain the down payment deposited pursuant thereto.

Purchasers and escrow agent <u>may</u> apply to the Attorney General in the event of a dispute for a determination on the disposition of the downpayment and any interest thereon. The Sponsor <u>must</u> avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is included in Part II of this Offering Plan, and is also available at the New York State Department of Law, 120 Broadway, New York, NY. A party applying to

the Department of Law for determination on the disposition of a downpayment must also contemporaneously send a copy of the application to all other parties.

Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the purchaser, and the escrow agent shall abide by any interim directive issued by the Attorney General. If the application permitting release of funds is granted, the deposit and interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action from which preliminary relief is granted. The Attorney General shall act on the application within 30 days after its submission to the Department of Law by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons. If the application seeking release of funds is denied the escrow agent shall continue to hold the deposit and any interest earned thereon until: i) both the Sponsor and Purchaser direct payment to a specified party in accordance with the written direction signed by both Sponsor and Purchaser; or ii) judgment or order of a court of competent jurisdiction is served on the escrow agent; or iii) escrow agent deposits the disputed amount with the court.

In no event shall the escrow agent release funds in dispute, other than a payment of such funds with the court, until such dispute is finally resolved either by determination of the Attorney General, or by order of a court of competent jurisdiction, or by written agreement with the Sponsor and Purchaser.

Set forth in Part II of this Offering Plan is a copy of the escrow agreement between the Sponsor and the Escrowee which incorporates the terms of the Attorney General's regulations.

The escrow agent will maintain all records concerning the escrow account for seven years after the release of funds. The Department of Law may perform random reviews and audits of all such records involving escrow accounts to determine compliance with the statute and regulations.

The Sponsor may apply to the Attorney General to use security in the form of surety bonds or a letter of credit, in accordance with the regulations of New York State Department of Law, in lieu of escrow of such funds. In the event the Sponsor elects to use such alternative security, an amendment to that effect will be filed in the Offering Plan fully complying with all provisions of the Department of Law for proof of satisfactory insurance of said funds.

Risk of loss from fire or other casualty remains with the Sponsor until title has passed unless and until the purchaser is given the

right of possession of that unit pursuant to a written agreement with the Sponsor.

Purchase Agreements will be contingent on Purchaser obtaining a firm written commitment for financing. Purchaser shall have 40 days from the date on which a signed and executed Purchase Agreement is delivered to such Purchaser within which to obtain such financing. If a Purchaser fails to obtain a firm written commitment for financing within such 40 day period, and fails to notify Sponsor's attorney within five days thereafter, time being of the essence thereto, Purchaser shall conclusively be deemed to have waived the financing contingency and will be required to proceed to closing, or forfeit his down payment, whether or not a mortgage commitment is obtained. If Purchaser, after a good faith attempt to do so, fails to obtain a firm written commitment for financing, and notifies Sponsor within the prescribed time period, then Sponsor will return the down payment or deposit within 10 days after receipt of such notice. In the event Purchaser obtains a firm written commitment for financing, and the terms of such commitment are changed prior to closing, such change in terms shall not be an allowable reason for Purchaser to cancel the contract. Similarly, if the commitment expires prior to closing, Purchaser shall be under a good faith duty to take all required actions necessary to extend such commitment, including the payment of any extension fee required by the lending institution; however in the event Purchaser has made such good faith effort to extend the commitment, and is unable to do so, then, provided that Purchaser notifies Sponsor within 10 days after receipt of a notice from a lending institution that it will not under any circumstances extend the commitment, that Purchaser is exercising his right to rescind the contract, Sponsor will return the down payment.

Certain provisions of the Purchase Agreement are "time of the essence". This means that failure to strictly comply with the time requirements of said provisions, may result in the Purchaser losing his right to complete the purchase, and forfeiting his downpayment hereunder. Thus, a Purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default, will both have the Contract canceled, and lose his downpayment; however, Sponsor must make written demand for payment after default at least 30 days before forfeiture the deposit may be declared. Similarly, a Purchaser who fails to notify the Sponsor in the event he has failed to obtain mortgage financing within forty (40) days after executing the Purchase Agreement, will be required to proceed to closing, notwithstanding the fact that purchaser has failed to obtain mortgage financing; and, if such purchaser fails to proceed to closing, the down payment may be retained by the Sponsor.

After the Plan has been declared effective, the Sponsor will fix dates for closing title to all units for which Purchase Agreements

have been executed by serving notice on each Purchaser stating the date of the first closing and setting such purchaser's closing date. Such notice will be served in compliance with the Attorney General's rules no less than 30 days prior to the closing date set therein. Sponsor will permit Purchasers to waive this 30 day provision by delivering to Sponsor's attorney written notice that Purchaser wishes to close prior to the expiration of the 30 day notice period. While no such waiver is included herein, Sponsor reserves the right to include such waiver in a subsequent amendment.

The first closing of a Unit is expected to occur on or about July 1, 2007. If such closing is delayed more than twelve (12) months beyond the originally scheduled date, purchaser will be offered the right to rescind this contract. On closing, purchaser will be required to sign a Power of Attorney in favor of the Board of Managers as otherwise set forth in this Offering Plan.

The Purchase Agreement may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or Article 23-A of the General Business Law. Any conflict between the Purchase Agreement and the Offering Plan shall be resolved in favor of the Offering Plan. Sponsor will not permit the assignment or transfer of Purchase Agreements.

EFFECTIVE DATE

The offer to sell embodied in this Offering Plan is contingent upon the Plan being declared effective in accord with its terms and conditions, and the terms and conditions imposed by law.

The Plan will only be declared effective by a duly filed amendment, or by personal service of notice to all Purchasers. If declared effective by notice, an amendment to that effect, specifying the date on which the plan was declared effective, shall be filed within five (5) days thereafter with the New York State Department of Law. No closing on any individual unit will be held prior to the acceptance for filing of such amendment by the New York State Department of Law.

The Plan may be declared effective upon the execution of Purchase Agreements for 15% (in number, not common interest) of the units in the building to bona fide purchasers, including investors. A minimum of three (3) residential units must be sold to declare the Plan effective. The count of Purchase Agreements towards the minimum number for effectiveness shall not include those: signed by Purchasers granted a right of rescission which has neither expired nor been waived; a Purchaser who has not been afforded the protections required by 13NYCRR20.3(o)(15), to wit, the Purchaser must either have three (3) business days to review the Offering Plan and all the filed amendments prior to executing a purchase agreement, or seven (7) days after delivering an executed purchase agreement, together with the required deposit, to rescind the purchase agreement and have the full deposit refunded promptly; with any Purchaser who is the Sponsor, the selling agent, or the managing agent, or is a principal for the Sponsor, the selling agent, or the managing agent, or is related to the Sponsor, the selling agent, or the managing agent, or to any principal of the Sponsor, or the selling agent, or the managing agent by blood, marriage, or adoption, or as a business associate, employee, shareholder, or a limited partner; except that such a Purchaser, other than the Sponsor or a principal of the Sponsor, may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Plan must be declared effective upon the execution of Purchase Agreements for 80% (in number, not common interest) of the units, which, in the case of this Plan means twelve (12) units. Prior to the sale of 80% of such Units, or prior to being declared effective, the Plan may be abandoned by the Sponsor at his option. In such case, the Sponsor will return all monies paid by Purchasers, together with interest earned, if any, within ten business days. The Sponsor will also file with the New York State Department of Law an amendment abandoning the Plan and form RS-3,

detailing why the Plan was abandoned, and explaining all disbursements of funds.

The Sponsor may not abandon the Plan after it has been declared effective for any reason other than: a defect in title which cannot be cured without litigation, or expenditure of an amount in excess of one-half (1/2) of one percent (1%) of the total offering price, or substantial damage or destruction of the building by fire or other casualty, which cannot be cured for less than one-half (1/2) of one percent (1%) of the total offering price, or the taking of any material portion of the property by condemnation or eminent domain; however, any stated dollar amount relied upon as a basis for abandonment after effectiveness must exclude any attorney's fees. Such title defects, violations, or substantial damage or destruction of the building by fire or other casualty, or determinations of any authority or regulatory association, which exist on the date of the presentation of the plan, and are either known to the Sponsor, or a matter of public record shall be excluded from calculations under this section. Additionally, any dollar amount relied on as a basis for abandonment after effectiveness must exclude any attorney's fees.

TERMS OF SALE

On closing, Sponsor will deliver to Purchaser a Bargain and Sale Deed with Covenants Against Grantor's Acts in the proper form for recording as set forth in Part II of this Offering Plan. Title, together with the appurtenant interest in the Common Elements will be conveyed at closing, free and clear of all liens, encumbrances, and title exceptions other than the easement set forth in the aforementioned Deed, the Condominium Declaration, and any state of facts an accurate survey may show, provided same does not render title unmarketable.

Risk of loss from fire or other casualty remains with the Sponsor until title is passed, unless and until the Purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsor. Upon Purchaser acquiring right of possession of the unit, all risk of loss to the apartment and its contents, to the extent not covered by building insurance, passes to Purchaser, and Sponsor shall not thereafter be responsible to repair any damage, which occurs after possession but before closing. No closing will occur unless and until a partial temporary or permanent Certificate of Occupancy for the unit to be closed has been issued.

All personal property located within the unit on the date the Purchase Agreement is signed, or located within the Common Elements on the date the Declaration is filed, which property is owned by the Sponsor or the Owner of the property, is included in the conveyance unless specifically excepted elsewhere in this Offering Plan.

A closing will take place only concurrently with the issuance of a temporary or permanent Certificate of Occupancy for the entire project or, issuance of a partial, temporary or permanent Certificate of Occupancy for the unit closed or the building in which the unit is located.

The Declaration, By-Laws, and Floor Plans for the Condominium, and such other documents as are required by law, will be recorded with the New York City Register for the County of Kings in accordance with the New York Condominium Act prior to the first conveyance of title to a unit.

In the event the premises are encumbered by a mortgage or construction loan at the time of closing, and such mortgage or construction loan will not be satisfied, the mortgagee will, at the time of the conveyance of the first unit, either consent to the formation of a Condominium, and acknowledge that its lien will be limited to Unsold Condominium Units; or subordinate the lien of its

mortgage to the Declaration of the Condominium; or, release its lien upon the Condominium Unit being conveyed, and its interest in the Common Elements.

CLOSING COSTS AND ADJUSTMENTS

As set forth in the Purchase Agreement, the purchaser will pay the following estimated closing costs at the time of Closing of Title for the purchaser's Unit. These estimates are based on current costs and charges, which are subject to change:

(a) If a purchaser elects to obtain fee title insurance, the purchaser will pay the premium thereof which will vary depending upon the Purchase Price of the Unit. Rates set by the New York Board of Title Underwriters are currently $1,117.00 on a Purchase Price up to $200,000.00 and approximately $4.00 for each additional thousand dollars or fraction thereof. Mortgage title insurance is currently $806.00 on a mortgage of $160,000.00 and $3.50 for each additional thousand dollars or fraction thereof; however, where mortgage and fee title are obtained simultaneously the charge for mortgage insurance is reduced to 30% of the usual applicable rate, up to the amount of the fee insurance. Title insurance will be available through Ridge Abstract, Brooklyn, New York. Purchaser may use any title company of their own choice without any sponsor-imposed penalties.

(b) Fees for recording the Deed and Power of Attorney are $42.00 for the first two pages, plus $5.00 per page for every page thereafter, and a $50.00 service charge per instrument. Additionally, there is a $25.00 charge for recording the Real Property Transfer Tax Return along with the deed.

(c) If the purchaser obtains a mortgage loan, the purchaser will pay a mortgage tax of 2.05% of the principal amount of the mortgage if the mortgage is under $500,000.00, and 2.175% if the mortgage is over $500,000.00. If the mortgage is from an institutional lender, the lender will be required to pay a portion of that mortgage tax equal to .25%, thus reducing the effective mortgage tax to 1.80% on a mortgage of $500,000.00 or under; and 1.925% on a mortgage which is over $500,000.00. If a mortgage tax credit is or becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure to the benefit of the Sponsor. Accordingly, at closing, the Purchaser will reimburse the Sponsor for any mortgage tax credit allowed; and will pay the balance of the mortgage recording tax as provided by law.

(d) All legal costs, fees and expenses charged by the purchaser's attorney will be the sole responsibility of each purchaser.

(e) New York City Real Property Transfer taxes, currently one (1%) of the Purchase Price of up to $499,999; 1.425% for those

(e) New York City Real Property Transfer taxes, currently one (1%) of the Purchase Price of up to $499,999; 1.425% for those priced $500,000 or above, will be the sole responsibility of the purchaser. Payment of the New York City Real Property transfer tax by the Purchaser is deemed an additional consideration to the Seller, and so is in and of itself taxable, which will result in a "tax on a tax" effect. In addition, Purchaser will also be responsible for paying any charges assessed by any title company for "E-Form" preparation.

(f) New York State Documentary Stamp taxes presently $4.00 per $1,000.00 of the Purchase Price of a Unit less existing and continuing mortgage, will be the sole responsibility of the purchaser. Payment of the New York State Documentary tax stamps by the Purchaser is deemed an additional consideration to the Seller, and so is in and of itself taxable, which will result in a "tax on a tax" effect.

(g) Each purchaser will be required to make a contribution to the Working Capital Fund in the amount two months Common Charges.

(h) All costs with regard to any mortgage that the purchaser will place on his/her Unit (i.e., loan origination fees, commitment fees, application fees, appraisal fees, credit reports, survey fees, bank attorney fees, tax service fees, bank document preparation fees, etc.) will be his own and sole responsibility.

(i) All purchasers will be required to make a $1,500.00 payment to the Sponsor at closing as partial reimbursement for costs which Sponsor has incurred in preparing and submitting the Offering Plan, including preparation fees filing fees, registration fees, recording fees, etc.

(j) All closings will occur at the office of the Sponsor's Attorney. Under no circumstances will Sponsor be required to close at any place other than the offices of Sponsor's Attorney. In the event that Sponsor consents to a closing outside of the office of Sponsor's Attorney, there will be an attendance fee of $500.00 for closings in Kings or New York counties; $850.00 for closings in any other location.

ALL COSTS FOR RECORDING CHARGES, MORTGAGE, TRANSFER, AND OTHER TAXES, ARE SUBJECT TO CHANGE. THESE CHARGES ARE NOT SET BY THE SPONSOR, AND SPONSOR SHALL NOT BE LIABLE ON ACCOUNT OF ANY INCREASE IN SUCH CHARGES.

Purchasers shall pay to the Sponsor's Attorney at closing a fee of $950.00 for the preparation of closing documents. If a purchaser

fails to close on the date set for first closing, or adjourns a scheduled closing date on less than three (3) days notice, there shall be a late closing adjournment fee of $150.00 added to the above. Purchaser shall also pay a title clearance fee of $350.00. In the event Purchaser fails to fulfill their terms of the Purchase Agreement and Sponsor's Attorney mails a Notice of Default, there will be a $100.00 charge for such notice. The above closing fees are cumulative to the extent applicable to an individual closing.

If the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, the Sponsor will place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes (or estimates thereof based on current assessments) due for the next ensuing six months (or until the Units are separately assessed, whichever is shorter), provided, however, that as closings occur, the portion of such funds held in escrow which represent the portion allocable to the Unit being sold shall be released; and interest accrued on such escrow, if any, shall inure to the benefit of, and belong to, the Sponsor. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable; the Sponsor shall be entitled to reimbursement from unit owners for any taxes paid on their behalf.

Except as specifically set forth in herein, the Sponsor will pay all costs and expenses incurred in connections with this Plan, the creation of the Condominium and the initial sale of units.

A numerical example of closing costs allocable to a typical Unit are set forth below.

SAMPLE CLOSING COSTS

365-367 Union Avenue, Unit 4C

$599,000.00 Purchase Price
$479,000.00 Mortgage

A. Mortgage and Fee Title Insurance	$ 3,139.00
B. Deed and Power of Attorney Recording	$ 223.00
C. Mortgage Recording Tax	$ 9,221.00
D. New York City Transfer Tax	$ 8,692.00
E. New York State Documentary Stamp Tax	$ 2,440.00
F. Working Capital Fund Contribution	$ 681.34
G. Document Preparation Fee	$ 950.00
H. Reimbursement Fee	$ 1,500.00
I. Title Clearance Fee	$ 350.00
Total:	**$27,156.34**

In addition to the foregoing, the purchaser will, of course, be responsible for any fees charged by his own bank; his own Attorney; and additional fees incurred because of Default or failure to close at the scheduled time or place. Purchaser will also be responsible for the mortgage recording charge which is calculated on the basis of $42.00 for the first two pages, plus $5.00 per page for every page thereafter, and a $50.00 service charge.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The Sponsor is using its own capital to complete the construction of the building as set forth herein. If at a subsequent time sponsor elects to obtain construction financing a construction lender may impose requirements regarding sales by the Sponsor. The plan must be amended to disclose the relevant terms of any construction loan agreement when financing is obtained.

The Sponsor will complete the work set forth in this Plan relating to the building and the apartments contained therein in conformity with and in accordance with the Building Plans and Specifications, and all applicable New York City Administrative Code requirements, and subject to procurement of all applicable and proper permits which are required, if any. Insofar as this is a newly constructed building, there are currently no housing, building, or fire department violations; however, in the event any housing, building or fire department violations arise prior to closing, all such violations, if any, will be cured prior to closing. The Sponsor may make changes in design, layout, and arrangement of apartments, and substitute equipment and materials, except that the Sponsor may not (i) substitute materials or equipment of lesser quality or design, or (ii) change the size, location of buildings or units, other improvements, or common elements, if such changes adversely affect the public areas, or affect the percentage of common interest, or adversely affect the value of, any unit to which title has been closed, or for which a Purchase Agreement has been fully executed and is in effect, unless all affected unit owners consent in writing to such change, and all affected contract vendees are given the opportunity to rescind their contracts and receive a refund of the deposit or downpayment given to the Sponsor. All representations under the Offering Plan, and all obligations pursuant to the GBL, and any additional obligations under the Offering Plan which are to be performed subsequent to the closing date, will survive delivery of the Deed.

Closing will not take place, and no individual condominium apartment will be sold until a permanent or temporary Certificate of Occupancy has been obtained for the premises. In the event closing occurs after the issuance of a temporary Certificate of Occupancy, but prior to the issuance of permanent Certificate of Occupancy, then it will remain the obligation of the Sponsor to, at its own cost and expense, obtain such permanent Certificate, and the Certificate must be obtained within two (2) years from date of closing. Prior to obtaining the permanent Certificate of Occupancy, the Sponsor is required to either: (a) maintain all deposits and funds in a special escrow account required by GBL-352e(2)(b) unless the Sponsor's engineer or architect certifies

that a lesser amount will be reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, in which case the sum exceeding the amount so certified may be released; or (b) deposit with an escrow agent an unconditional, irrevocable letter of credit, or post a surety bond, in the aforesaid specified amount. In the event option "(b)" is employed, posting of the surety bond or letter of credit must be in compliance with the applicable laws and rules of the New York State Department of Law. Notwithstanding the foregoing, alterations or improvements to the common areas and public portions of the building will be completed before the closing of the first unit.

The Sponsor gives no warranty as to materials or workmanship that shall survive sale of a unit, except as required by the New York State Housing Merchant Implied Warranty Law. New York State General Business Law requires the builder of new dwelling consisting of five stories or less to provide a warranty to the Purchaser as follows:

(a) For one year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for the items not covered by code, the construction must be in accordance with locally accepted building practices.

(b) For two years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(c) For six years, the home must be free from physical defects in the structural elements (foundations, floors, walls, roof framing) which make it unsafe or unlivable.

Sponsor will have no liability of any kind for any visible damage to a unit which might be readily ascertained by a visual inspection of the property, and which is not reported prior to closing. A Purchaser is under the obligation to inspect the unit prior to closing. Each prospective purchaser may have the building and apartments therein inspected by an architect or engineer of their own choosing, and at their own expense, to determine the quality of materials and workmanship.

Unless the plan has been abandoned pursuant to the EFFECTIVE DATE section of this Offering Plan, Sponsor will repair any damage from casualty or other cause that occurs prior to the closing of a unit. With regard to damage to a unit which is reported prior to closing, Sponsor will, as set forth above, repair all such damage within fifteen (15) days after closing (or such longer time as is required to accommodate the delivery of materials which must be ordered to complete any such repairs). In the event Sponsor fails to perform

such obligation, Purchaser may enforce same in a court of competent jurisdiction.

The Sponsor will pay for the authorized and proper work involved in the conversion of the property that the Sponsor is obligated to complete under the Plan. All mechanics's liens that are lodged against the property by virtue of work done by the Sponsor, or in the Sponsor's behalf, will be promptly discharged or appropriately bonded. Sponsor guarantees payment of all common charges and assessments with respect to unsold units. Such guarantees will remain in effect until all units are sold. Sponsor warrants and represents that he has adequate financial resources to meet its obligations with respect to any unsold unit.

The Sponsor agrees to pay all common charges, special assessments, and real estate taxes with regards to unsold units, and has financial resources to meet its obligations with respect to such unsold units, which source of funding includes both proceeds of the sale of units and existing financial resources of the Sponsor. No bond or other security has been furnished to secure Sponsor's obligations. In the event of dissolution or liquidation of the Sponsor, or transfer of 20% or more of the total number of residential units in the condominium the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those units under the Offering Plan, applicable laws, or regulations.

Any suits or proceedings instituted against the Sponsor, which may result in a lien against the property and any suits or proceedings against the condominium arising from the Sponsor's acts or omissions, will be defended by the Sponsor, and the Sponsor does hereby indemnify the condominium, the Board of Managers, and individual unit owners therefore. Nothing contained herein shall limit the rights of the condominium which are granted pursuant to law and statute.

In the event the work on the building as set forth herein is not fully completed at the time the building becomes occupied, the Sponsor will have the right to enter the premises to complete its obligations under this Plan. Such entry shall be conducted in such a manner so as to produce a minimum of discomfort to those purchasers already in possession.

In the event the Sponsor finds it necessary to enter the property after closing of title to complete work, then such work will be performed between 8 A.M. and 6 P.M. on weekdays and non-holiday weekends. Damage caused by such work will be repaired in a good and workmanlike manner.

Sponsor will secure, and provide at closing, an agreed amount replacement value multi-peril hazard policy which will prevent the Condominium from being a co-insurer. The cost of such policy will be paid by the Condominium, and is provided for in SCHEDULE B. Sponsor also agrees to deliver a set of "as built" plans to the Board of Managers upon election of the first Board of Managers after closing of the first unit. Sponsor will assign any manufacturer's warranties with respective equipment and appliances installed in any individual unit to the unit owner, and with respect to equipment and appliances installed in the common elements, same will be assigned to the Board of Managers.

The property will be conveyed free and clear of all liens. The Sponsor will not dissolve or liquidate for a minimum of six (6) years. Copies of the plans, exhibits and documents referred to herein shall be kept on file at the office of the Attorney for the sponsor for a period of six years after filing of the Declaration of Condominium. No bond or other security has been furnished to secure Sponsor's obligations hereunder. The Sponsor will repair any damage from a casualty or other cause that occurs prior to the closing of any unit; and no Purchaser shall be required to accept a damaged unit.

Sponsor is retaining the unconditional right to rent rather than sell units. Thus, Sponsor may never sell more than the 15% of units required to declare the plan effective. As a result of this, the plan may not result in the creation of a condominium in which a majority of the units are owned by Owner-Occupants, or investors unrelated to the Sponsor. The condominium Board does not have the right to approve or disapprove Purchaser's, so that there is no limit on the number of owners who may purchase for investment rather than personal occupancy. There may always be a substantial percentage of owners who are non-residents. Sponsor will endeavor in good faith to sell rather then rent units, however Sponsor is retaining the unconditional right to rent rather then sell units.

CONTROL BY THE SPONSOR

The Sponsor's Control of the Board of Managers of the Condominium will be subject to the following:

The By-Laws are reproduced in Part II, beginning on page CBL-1. A summary of certain pertinent provisions of these By-Laws is set forth below. The By-Laws limit the number of Board of Managers (hereinafter called "Managers") to not less than three (3). The first Board of Managers to be elected by the Unit Owners shall consist of three (3) members.

At the time of the First Closing there will be three Managers designated by the Sponsor. However, the Managers will resign in favor of Managers who will be elected by the purchasers at a meeting to be convened within 60 days after First Closing. If the Sponsor still owns 50% or more of the units in the building, the Sponsor-appointed managers may be re-elected at such time.

The By-Laws provide that at such time as the Unsold Units constitute less than Fifty (50%) percent of the Condominium, but in no event later than the fifth anniversary of the Closing Date, not less than a majority of Managers to be elected at all subsequent annual meetings of Unit Owners shall be elected by Unit Owners other than the Sponsor. Notwithstanding the foregoing, the Sponsor may vote for unit owners of his choice. A meeting to elect a new Board of Managers will be held within thirty (30) days of 50% of the units being sold, or within thirty (30) days of the fifth anniversary of the Closing Date, whichever is sooner.

So long as a majority of the Board of Managers consists of managers elected by the sponsor or holders of unsold units, the board:

1. Shall not eliminate or reduce the number of employees, insurance coverages or any service to a level less than that provided in Schedule B unless a majority of board members elected by bona fide unit purchasers vote in favor thereof.
2. Shall, to the extent of their authority as Board Members, use all reasonable efforts to cause the Building (including its equipment, services and installations) to be kept operational, clean, and, in a good state of repair and condition;
3. Shall not veto expenditures required to comply with applicable laws or regulations and/or expenses necessary to remedy notice of violations of law or order of an insurance carrier.

Until such time as the Sponsor has sold more than 50% of the units in the subject premises, or five years subsequent to the first closing (whichever is earlier), Sponsor may control the Board of Managers. Additionally, the By-Laws do not include a provision that a majority of the Board of Managers must be owner occupants or members of an owner occupant's household who are unrelated to the Sponsor and its Principal after the end of the initial Sponsor control period.

Until the earlier of five years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less that 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses other than those described in SCHEDULE B, or which are required to comply with applicable laws or regulations; remedy any notice of a violation; or remedy any work order from an insurer. Additionally, so long as the Sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

All Board Members shall serve without compensation. Any member of the Board of Managers, who is a designee of the Sponsor, may contract or deal with Sponsor, or a partner, affiliate or entity controlled by the Sponsor; however, such Board members shall remain under a fiduciary duty to act in the best interest of the condominium. Additionally, such Board Members shall be required to disclose the nature of their relationship in dealing with the Sponsors to all unit owners.

BOARD OF MANAGERS

The Condominium shall be governed according to the By-Laws in Part II, beginning on page CBL-1.

The By-Laws limit the number of Managers to not less than three (3) members. The first Board of Managers shall consist of Tomer Erlich, the Principal of the Sponsor, Raanan Noy, and Mair Anto, who are business associates of the Sponsor. However, these Officers and Managers will resign in favor of Officers and Managers which will be elected by the Unit Owners at a meeting to be convened within 60 days after the First Closing; they may however, be re-elected at such time. The By-Laws do not include a provision that a majority of the Board of Managers must be owner occupants or members of an owner occupant's household who are unrelated to the Sponsor and its Principal after the end of the initial Sponsor control period.

Managers shall be elected by a plurality of the votes at a meeting at which a quorum shall be present. When voting for Managers, each Unit Owner shall be entitled to cast one vote for each .01% of common interest in the condominium appurtenant to such Owner's Unit, which may be cast all for one nominated manager or divided among any number of candidates. At such time as the Unsold Units constitute less than fifty percent of the Condominium, but in no event later than the fifth anniversary of the Closing Date, not less than a majority of Managers shall be unit owners other than, and unrelated to, the Sponsor. Members of the Board of Managers shall serve without compensation, except for reimbursement for expenses actually incurred in the course of any furtherance of business for the Board of Managers.

The Board of Managers shall meet at least annually, and at such regularly scheduled times as shall be adopted by resolution by the Board. Special meetings may be called on five (5) days written notice by any two Managers.

The Board Managers will be responsible for the operations of the affairs of the Condominium including, but not limited to, the fiscal operation, repairs and maintenance of the common areas of the Property, replacement and capital improvements to the common areas of the Property; the hiring, supervision and discharging of employees and Managing Agent (if any), and the enforcement of the provisions of the By-Laws, and shall have the powers and duties necessary for the administration of such affairs. The Managers shall serve without compensation or remuneration.

Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate votes are at least 51% of the votes of the Condominium at a Unit

Owner's meeting duly called for the purpose; provided, however, that the Manager(s) elected by the Holder(s) of Unsold Units can be removed only for cause by vote of a majority of the Unit Owners or without cause by the Holders of the Unsold Units.

The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of a member of members of the Board of Managers. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to such proportion of the total liability thereunder as his/her interest in the Common Elements of all Unit Owners.

The principal officers of the Condominium shall be the President, the Vice President, Secretary and Treasurer, all whom shall be elected by the Board of Managers. All officers shall serve without compensation or remuneration. The officers shall be elected annually by the Board of Managers; and, each officer shall hold office at the pleasure of the Board of Managers or until succession, resignation, or death. Upon the vote of a majority of the Board of Managers, any officer may be removed, with or without cause.

The President shall be the chief executive officer of the Condominium, and shall have all of the general powers and duties which are incident to the office of a president of a stock corporation organized under the Business Corporation Law of the State of New York.

The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon his/her by the Board of Managers or by the President.

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

The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for: keeping full and accurate financial records and books of account; and, deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers.

The Board of Managers, or the Secretary, shall keep detailed records of the actions and minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and, financial records and books of account of the Condominium. In addition, an annual audited financial statement of the Condominium, and an income tax deduction statement certified by an independent Certified Public Accountant, shall be rendered by the Board of Managers to all Unit Owners March 1 of each calendar year.

The Secretary shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice shall state the purpose of the meeting as well as the time and place where it is to be held, and the notice will be given at least ten (10), but not more than forty (40) days prior to such meeting.

Each Unit Owner and each mortgagee of a Unit shall, upon prior request, be permitted to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Both the Declaration and the By-Laws may be modified or amended by the vote of two-thirds (2/3) of the Unit Owners, as that term is defined in Article II, Section 8 of the By-Laws, at a meeting of Unit Owners duly held for such purpose. Anything herein contained to the contrary notwithstanding, so long as the Sponsor is the owner of one or more unsold units, the By-Laws may not be altered, amended, repealed, or added to, without the consent of the Sponsor.

The Board of Managers shall be required to maintain hazard and casualty insurance on the building in an amount sufficient to ensure that the condominium shall not be a co-insurer (which generally means that the policy must be retained at replacement value); and it shall also maintain liability insurance in an amount which it deems appropriate. The proceeds of the hazard and fire insurance policy shall be payable to the condominium Board in the event of a loss amounting to $100,000 or less and to the insurance trustee, if the loss exceeds $100,000. Such proceeds shall be applied to the repairing, restoring or rebuilding the building unless otherwise determined by unit owners. In no event shall the proceeds of any such insurance policy be paid to the holder of any mortgage on a unit unless there has been a determination by unit owners not to rebuild the building. The insurance trustee, if any,

shall be a bank or trust company having an office in the city and state of New York.

The Condominium shall continue, unless terminated by reason of casualty, loss, or by condemnation, until such time as the Condominium shall be legally abandoned and terminated as a result of the vote of Unit Owners owning at least eighty (80%) percent of the total votes of the Condominium, at which time the Property shall be subject to an action for partition by any Unit Owner, or any lienor, as if owned in common, and the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, after first applying the share of the net proceeds of such sale otherwise payable to each Unit Owner to the payment of any liens on his/her Unit in the order of the priority of such liens.

Copies of the Declaration and By-Laws are set forth in Part II of the Plan.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

Unit Owners will have the right to sell, lease, or mortgage units, without restriction, except as set forth herein, subject to the requirements that all Common Charges are current. A Unit Owner may only sell or lease the entire Unit. A Unit Owner may not sell or rent only a portion of a Unit. The Board of Managers does not have a right of first refusal with regards to the sale or lease of a unit. While lease of a condominium unit, like any other contract, is subject to regulation by certain state laws (General Obligations Law, Multiple Dwelling Law, etc.) the terms of the lease (including rent) will not be subject to any state or local rent regulatory laws. The foregoing restrictions apply to the Sponsor, it's designees or any holder of unsold shares.

The By-Laws provide that the use of the Units shall be restricted to and be in accordance with the following provisions:

(a) A Unit Owner may only use his/her Unit for a purpose consistent with any applicable ordinance or statute, or regulation of a government authority that has jurisdiction over the Condominium, but in no event for a use that violates the By-Laws of the Condominium.

(b) The Common Elements shall be used for the furnishing of services and facilities for which they are reasonably suited and capable, and which are incident to the use and occupancy of Units.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which interferes with the peaceful possession, or use of the Property, by its residents or occupants.

(d) No improper, offensive, or unlawful use shall be made of the Property nor any part thereof. Violations of laws, orders rules, regulations, or requirements, of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by, and at the sole expense of, the respective Unit Owners or by the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property, or comply with such laws.

(e) Each Unit Owner shall keep his Unit in a good state of cleanliness and repair in accordance with the provisions of the By-Laws, and the rules and regulations of municipal departments or agencies having jurisdiction thereof.

Each Unit Owner will have an undivided interest in the Common Elements in the respective percentages set forth in SCHEDULE A in Part I. Subject to the provisions of the By-Laws and Rules and Regulations the Common Elements are appurtenant to, serve and

benefit each Unit to the extent of such Unit's percentage share of the Common Elements, and the Common Elements are for the common use of all Unit Owners.

Further restrictions on the use of Units are set forth in the By-Laws, and in Rules and Regulations made in accordance with the By-Laws, which are set forth in Part II of the Plan. Rules and Regulations concerning the use of the Units may be promulgated and amended from time to time by the Board of Managers as provided in the By-Laws. Such restrictions include a restriction that the unit shall be used for private residence only, or any home occupation use permitted under applicable zoning law, ordinances, building codes or other governmental regulations. Units may also be used as a professional office by a resident thereof, provided such professional use does not violate zoning regulations. Units may not be used for any unlawful purpose and any use which amounts to a violation of law or to rules, regulations or requirements of any governmental agency having jurisdiction thereover shall be eliminated at the sole expense of the unit owner.

The Board of Managers shall from time to time, but at least annually, prepare a budget for the Condominium determining the amount of the Common Charges payable by the Unit Owners. Common charges will be established by determining the operating budget for the coming year of condominium operation and allocating to each unit owner a percentage of that budget in accordance with their percentage of ownership for common interest in the condominium. The Common expenses include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Managers. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property including, without limitation, an amount of working capital and a general operating reserve. There are no restrictions imposed on the right of the Board of Managers to accumulate reserves for Capitol Expenditures, or otherwise. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them, and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and to their mortgagees of record, if requested.

Under the provisions of Section 339-z of the Real Property Law, the Board of Managers on behalf of the Unit Owners shall have a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board of Managers, together with interest thereon. Such lien shall be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on the first mortgage or record of such Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the Kings County Office of the City Register, and until all sums

secured thereby with the interest thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the Unpaid Common Charges without foreclosing the lien. In the event the Sponsor is more than thirty (30) days in arrears on Common Charges for any unsold Unit during the time the Sponsor is in control of the Board of Managers, Sponsor will cause the Board of Managers to file a lien as provided for in section 339-aa of the Real Property law.

Under section 339-kk of the Real Property Law, the board of managers has the right to require the tenant in an apartment owned by a non-occupying owner to make rental payments directly to the board of managers where such non-occupying owner is in default on payments of common charges, assessments or late fees for such unit for a period of 60 days after the expiration of any grace period after they are due. Payments by such rental tenant to the condominium pursuant to this statute relieves such rental tenant from the obligation to pay such rent to such non-occupying owner, and is an absolute defense in any nonpayment proceeding commenced by such non-occupying owner. The procedures by which the board of managers may enforce this right, including required notice, means of protest, and termination are set forth in the aforementioned section which is recited at page RE1 of this Offering Plan.

No Unit Owner may exempt himself from liability for Common Charges or Expenses by waiver of the use, or enjoyment of any of the Common Elements, or by abandonment of his Unit. The liability of each Unit Owner for the payment of the Common Charges and Expenses thereafter assessed or becoming due against the Unit shall terminate upon a permissible sale, transfer or other conveyance of such Unit, and the appurtenant interests in the Common Elements. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey his/her Unit together with the said appurtenant interests to the Board of Managers or its nominee on behalf of all other Unit Owners, and in such event be exempt from all Common Charges and Expenses thereafter assessed.

All maintenance or any repair to any Unit, ordinary or extraordinary, and to the doors and windows (except the painting and decoration of the side of the elevator doors and stairwell doors which do not face into a Unit), electrical (except Common Elements) within the Unit or belonging to the Unit Owner, shall be at the Unit Owner's expense, except for structural elements as specifically required herein. All maintenance, repairs, and replacements to the Common Elements (including the exterior walls

of the Building) and the painting and decorating of the side of the elevator doors and stairwell doors which do not face into a Unit shall be made at the direction of the Board of Managers, and be proportionately charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Unit owners who enjoy use of a limited common element are responsible for regular repair and maintenance of such limited common element such as cleaning, painting, repair to surface damage, etc. Damage to the structural or mechanical systems serving such limited common element (except where directly caused by act or omission of the unit owner, their agents, employees or invitees) are the responsibility of the condominium through the Board of Managers.

No Unit Owner may make any structural addition, alteration or improvement in his Unit, or do any work which would jeopardize the soundness or safety of the Building, reduce the value thereof, or impair any easement or hereditament of the Property, without the prior written approval of the Board of Managers. As a condition of the granting of its consent to the above acts, the Board of Managers may require the Unit Owner to execute an agreement in form and substance satisfactory to the Board of Managers setting forth the terms and conditions under which such alteration, addition, improvement, or repair, may be made, including without limitation, the days and hours during which any work may be done. No application shall be filed with any governmental authority for a permit covering an addition, alteration, or improvement to be made in a Unit, unless approved and executed by the Board of Managers; such approval, however, shall not result in liability on the part of the Board of Managers or any of them, to a contractor, subcontractor, materialman, architect or engineer, by reason of such addition, alteration, or improvement, or to any person having any claim for injury to person, or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided that any alterations to such Unsold Units shall be in accordance with, and only as permitted, by the Condominium Act and all governmental regulations. Non-structural alterations and improvements to Residential Units that do not affect the exterior of the Building, or the value of other Units, may be made without prior approval of the Board of Managers.

Unit owners may perform all standard repair and maintenance items within their apartment and standard home improvements items without permission of the Board of Managers. Thus, unit owners may repair or replace fixtures, equipment, cabinetry, flooring, sheetrock, etc. without permission of the Board of Managers. However, unit owners may not relocate plumbing, heating, electric or other service lines effecting other units in the building during the

course of such repairs or improvements without receiving Board permission.

The Board of Managers shall obtain and maintain, to the extent determined by them to be appropriate; (1) hazard insurance, with extended coverage, insuring the Building and Units (but not including furniture, furnishings or other personal property supplied to, or installed by, Unit Owners), together with all service machinery contained therein covering the interests of the Condominium, The Board of Managers, and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the insured property without deduction for depreciation; (2) machinery insurance; (3) water damage legal liability insurance; (4) liability insurance for personal injury or property damage in an amount not less than one million dollars; (5) officer's and director's insurance covering the board of managers; and (6) such other insurance as the Board of Managers may determine. Each of the policies shall contain a New York standard mortgage clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Board of Managers in the event of casualty or condemnation. Unit Owners shall be entitled to carry casualty insurance protection for their furniture and the interior of their Units and for personal liability coverage for their own benefit at their own expense, provided that such policies contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any other insurance carried by a Unit Owner. Please see footnote 6 to SCHEDULE B of this Offering Plan for the details of the insurance coverage.

The Board of Managers shall be required to maintain hazard and casualty insurance on the building in an amount sufficient to ensure that the condominium shall not be a co-insurer (which generally means that the policy must be retained at replacement value); and it shall also maintain liability insurance in an amount which it deems appropriate. The proceeds of the hazard and fire insurance policy shall be payable to the condominium Board in the event of a loss amounting to $100,000 or less and to the insurance trustee, if the loss exceeds $100,000. Such proceeds shall be applied to the repairing, restoring or rebuilding the building unless otherwise determined by unit owners. In no event shall the proceeds of any such insurance policy be paid to the holder of any mortgage on a unit unless there has been a determination by unit owners not to rebuild the building. The insurance trustee, if any, shall be a bank or trust company having an office in the city and state of New York.

A Unit Owner by acceptance of a Deed for a Unit shall have granted a right of access to the Unit and to all appurtenant areas, if any, to the Managing Agent and/or any other person authorized by the Board of Managers of the Managing Agent, for the purposed of performing installations, alterations or repairs to the mechanical or electrical services of other Common Elements in his/her Unit or elsewhere in the Building in which the Unit is located, to remove violations, cure defaults by a Unit Owner, and for any other purpose provided in the Plan, Declaration, or as may be required by law or governmental regulation, provided that requests for entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, such entry shall not render the Board of Managers or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. Each Unit Owner will deposit with the President of the Board of Managers a key to his/her Unit to allow for entry in an emergency. The Board of Managers may designate responsible individual(s) to hold such keys.

Each Unit Owner shall be required to pay the Common Charges and Expenses levied by the Board of Managers. All Unit Owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner, are subject to the By-Laws, the Declaration and the Rules and Regulations. A copy of the Declaration and By-Laws and Rules and Regulations appear in Part II of this Plan. The violation of any of the Rules and Regulations or the breach of any By-Laws or provision of the Declaration shall give the Board of Managers, in addition to other rights set forth in specific provisions of the By-Laws, the right to: (i) enter any Unit in which, or as to which, such violations or breach exists and to abate and/or remove same summarily, at the expense of the defaulting Unit Owner. The Board of Managers shall not thereby be deemed guilty or liable for trespass nor be liable for any damage to the Unit, nuisances or fixtures incurred in connection with such rights unless such damage is caused by negligence on the part of the Board of Managers; or (ii) enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such violation or breach. The costs incurred by the Board by virtue of the exercise of its rights to correct such breaches or violations, including attorney's fees, shall be due upon demand from the Unit Owner in question, and shall constitute a Common Expense against his/her Unit.

As part of purchase of the Unit, Purchaser will be required to execute a broad Power of Attorney in favor of the Board of Managers of the Condominium. This Power of Attorney will give the board of Managers the right to acquire and otherwise administer defaulted,

abandoned or foreclosed units in the name of the condominium. It will also give the board of Managers the right to execute amendments to the Condominium Declaration, Deeds conveying condominium property, filing for severance of tax lots and other functions reasonable or necessary to effectuate the purposes set forth in the Condominium Declaration, on behalf of all of the unit Owners. Purchaser must sign the Power of Attorney at closing; failure to sign the Power of Attorney will be deemed a default and will result in cancellation of the transaction and possible loss of the downpayment. Please see the POWER OF ATTORNEY set forth in Part II of this Offering Plan.

REAL ESTATE TAX BENEFITS

After the units are separately assessed, each Unit Owner will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor subject to, any lien for non-payment of taxes on any other unit. Units will not be separately assessed for the first year of condominium operation. On closing, Sponsor shall deposit with the Board of Managers a sum sufficient to pay all taxes due for the balance of 2007/2008 tax year. The Board of Managers shall be authorized to pay such taxes as and when due from such escrow fund. As each subsequent individual condominium Unit is sold, the purchasers thereof, as a standard closing adjustment, shall reimburse the Sponsor for the portion of their tax liability paid by the Sponsor from the date of closing through the end of the 2007/2008 tax year. It is anticipated that Units will be separately assessed for the 2008/2009 tax year, and that individual Unit Owners (whether purchasers, holders of unsold shares, or the Sponsor) will pay the taxes thereof as set forth in the attached SCHEDULE A.

The Property is taxed by the City of New York which, through the Department of Finance, has assessed the property at a pre-construction value of $62,550.00, and imposes a tax rate of 12.396%. The real estate taxes payable in SCHEDULE A are determined by applying the applicable tax rate to the non-exempt portion of the assessment as set forth in the attached letter from Moseson & Associates, and then allocating the amount due in conformity with the allocation of Common Interests. The City of New York is not bound by the allocation of Common Interests, and may allocate on a different basis. All figures are estimates.

There are no tax certiorari proceedings currently pending. Individual owners may challenge the assessment of their property by filing a tax protest in accord with the rules of the New York City Tax Commission. The Board of Managers may also file a protest on behalf of all Unit Owners. While there is no specific section of the By-Laws dealing with review of real estate tax assessment, the general grant of power in the Board of Managers to operate the property in the best interest of unit owners is sufficient to delegate to the Board of Managers a right to file tax protests on behalf of all unit owners. The Building benefits from the limitations imposed by Sections 581 (which prevents a building from being assessed at a higher level than similarly situated rental properties merely because of its status) and 1805 (which limits the annual increases due to changes in market value) of the Real Property Tax Law.

The Sponsor has applied for Real Estate Tax Exemption Benefits pursuant to Section 421-a of the Real Property Tax Law of the State

of New York. The benefits provided pursuant to this section are stated in more particularity in the letter, included in this Offering Plan from Moseson & Associates, who have filed an application on behalf of the Sponsor. Briefly stated, however, the program provides an exemption from any increase in assessed value of the property for real estate tax purposes, to the extent that such increase results from the reasonable cost of alteration or improvement to the building, for a period of twenty-one (21) years after granting of the exemption. Thereafter, the exemption declines by 20% per year until, after the twenty-fifth (25th) year, real estate taxes will be based on the full assessed value of the property. Sponsor has obtained an estimate from Moseson & Associates, Inc. of a post-completion assessed value of $1,666,710.00, commencing in the July 2007 tax year. SCHEDULE A includes the estimated tax payments in the event 421-a Tax Benefits are not obtained; these projections are based on a full first year of post completion assessed value. The following table indicates the application and expiration of benefits:

YEAR	ASSESSED VALUE	TAXES
1-21	$ 62,550.00	$ 7,753.70
22	$383,382.00	$ 47,524.00
23	$704,214.00	$ 87,294.37
24	$1,025,046.00	$127,064.70
25	$1,345,878.00	$166,835.00
26	$1,666,710.00	$206,605.37

The projections set forth herein are based on current New York City Tax rate and assessment procedures. No guarantee or warranty is or can be made that the tax rate will not change in the future, or that the assessed value of the property will not rise due to changes in assessment practices and policies or increases in market value which are reflected in the assessed value. Therefore, the estimate contained in Schedule A for monthly real estate taxes in the event 421-a tax benefits are not obtained may not accurately reflect the taxes which will apply at the expiration of the benefits period.

Sponsor will use best efforts to obtain the aforementioned real estate tax exemption benefits, and will make all filings necessary to obtain such benefits, including a timely filing of all applications, and timely compliance with all procedures required to properly process and maintain the benefits. Upon closing, the Sponsor will make all documents available to the Board of Managers for inspection and copying for the life of the benefits. Sponsor will keep all records required by HPD and will make them available to HPD whenever requested to do so. HPD routinely conducts audits,

which can result in the reduction or revocation of benefits, if proper documentation is not provided.

The explanation and projection prepared by the Sponsor's tax abatement expert, who prepared the 421-a application, is expressly adopted by the Sponsor and included as part of this Offering Plan.

MOSESON & ASSOCIATES
769 Empire Avenue
Far Rockaway, NY 11691

Telephone (718) 327-5779
Fax (718) 327-5737

September 11, 2006

363 Union, LLC
c/o Tomer Erlich
24-03 90th Place
East Elmhurst, New York 11369

RE: 14 units at 363, 365 Union Ave, Brooklyn
Block: 2387 Lot:17,18

Dear Sir:

You have requested me to advise you with respect to the applicability of The City of New York's program for partial real estate tax exemption under Section 421-a of the Real Property Tax Law and the procedure therefore.

You and your architect have represented to us that:

1. You will commence construction on the site of the 2 buildings based on approved new building permits issued by the Department of Buildings of the City of New York before January 1, 2007.

2. Upon completion of construction, the Buildings will be classified as multiple dwellings pursuant to the Multiple Dwelling Law.

3. The Site was unimproved 36 months prior to the commencement of construction (as defined in the site requirements of section 2.5(1) (a) of the Regulations).

4. The buildings will be substantially used for dwelling purposes for a period of at least twenty five years following its completion.

5. Construction of the buildings will be completed on or before Dec. 31, 2010.

6. An application for Preliminary Certificate of Eligibility will be filed with HPD upon start of construction.

7. Upon completion, the project will consist of a condominium consisting of 14 residential units.

CONCLUSION

Based solely on these representations, and if (i) the building is constructed substantially in accordance with the plans and specifications approved by the New York City Department of Buildings and comply with the requirements of section 421-a, the Regulations and HPD, and HPD is notified of any modifications to the plans for the building or the "sell-out" price; (ii) HPD determines that the property was "underutilized" (pursuant to the provisions of Section 421-A) 36 months prior to commencement of construction; (iii) a preliminary Certificate of Eligibility is issued by HPD after commencement of construction and prior to the issuance of a temporary Certificate of Occupancy; (iv) temporary Certificates of Occupancy for all of the residential areas of the building or permanent Certificates of Occupancy for the building are issued and filed with HPD no later than six months after an application for a Final Certificate of Eligibility is filed with HPD, or prior to December 31, 2010 which ever is earlier; (v) a copy of such Final Certification and of the temporary or permanent Certificate of Occupancy for the residential units is filed with the New York City Department of Finance succeeding the issuance of such Final Certificate of Eligibility; and (vi) there is no change in Section 421-a, the Regulations and decisional law, the Building would appear to be eligible for the partial real estate tax exemption prided under Section 421-a.

The units of the condominium should be entitled to Section 421-a tax benefits under present law. Generally, for predominantly residential buildings, under section 421-a, 100% of the increased assessed value of the property resulting from the improvement thereon (i.e., the assessed value above the pre-construction assessed value) is exempt from taxation during construction and during the twenty one (21) years following the first taxable status date immediately following completion of construction. The exemption declines to 80% of the increased assessed value for the twenty second (22) year and is further reduced by an additional 20% for each of the succeeding years. Following the 25-year period, the Unit Owners will pay real state taxes based on the full assessed valuation of their Units and the tax rate then in effect, without the benefit of any exemption.

The total residential assessed value of the property (i.e., the aggregate assessment of all units) following completion of construction is estimated to be approximately 1,666,710. Using the foregoing estimate of assessed value upon completion, assuming completion to be on or before December 31, 2010 and assuming the tax rate remains the same as the current rate (i.e., $12.396 per $100 of assessed value) during the 25 year abatement period and upon completion of construction, and using a pre-construction assessed value of the property of 62,550 multiplied by 12.396% would amount to $7,754.00 of taxes with the 421-a benefits. If for any reason the 421a benefits are not granted than upon completion of

construction the taxes are estimated at $206,605.00 Upon completion of the 25 year tax abatement the real estate taxes will be approximately $206,605.00. You are advised that this projection is an estimate as it is unlikely that the post-construction assessed value or tax rate will remain constant for the 25- year Section 421-a exemption period. Thus, the actual assessment and real estate tax for each Unit may be more or less than the Unit's proportionate share of the total assessment and tax amount shown. If any of the foregoing requirements or conditions, however, should not be met to the satisfaction of HPD, or if any of the foregoing representations should prove to be inaccurate, then, unless the Regulations are modified to remove or change any requirement or condition that is not met, the building would not qualify for the partial real estate tax exemption provided under Section 421-a.

We have been retained by you to undertake the procedures outlined in this letter and consent to the inclusion of this letter in any offering plan with respect to the project. We make no representations and express no opinion as to whether or not any or all of the requirements and conditions set forth herein will be fulfilled.

Although the estimate of the 2005/2006 Actual Assessed Valuation is a good faith estimate, it is not possible to estimate it with any degree of certainty, and thus such assessed valuation when actually made, may be lesser or greater than as estimated. In no event will my firm, the Sponsor, the Sponsors' counsel, the Condominium Board or any other person be liable if the assessed valuation when actually made, is lesser or greater than predicted if the Administrative Code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented to my firm prove to be untrue.

As president of Moseson & Associates a real estate tax consulting firm, I have represented homeowners, real estate developers, attorneys, and corporations since 1983 in dealings with the NYC Department of Housing Preservation and Development. I specialize primarily in obtaining Section 421a,421b,ICIP, & J51 tax abatements for my clients.

Jacob Moseson

DEDUCTIONS TO UNIT OWNERS, AND TAX STATUS OF CONDOMINIUM

Unit Owners who itemize their deductions should, for Federal Income Tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid, or accrued, under Sections 163 and 164 of the IRS Code. These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the COUNSEL'S TAX OPINION LETTER. Each individual Unit Owner should, for New York State and New York City Income Tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid, or accrued, during the taxable year.

The Condominium will be governed by a Board of Managers. The Board of Managers will assess and collect Common Charges from the Unit Owners, and will have certain discretionary powers over the operating expenses and the application of the assessments. While there is presently no direct authority as to the tax status of the Condominium for Federal Income Tax purposes, Sponsor's Counsel is of the opinion that the Condominium will not be treated as an association taxable as a corporation, due to the fact that it will qualify as an exempt homeowner's association under section 528 of the IRS code. As a result, the condominium may not be subject to Federal corporate income tax on its taxable income, if any.

The statements set forth herein are based upon an analysis of the Internal Revenue Code of 1986, as amended (the "Code"), New York State Tax Law, the Administrative Code of the City of New York, the applicable regulations promulgated or proposed thereunder, the current position of applicable administrative agency, in particular, the position of the IRS stated in published Revenue Rulings and Revenue Procedures, and judicial decisions. It is emphasized, however, that legislative, judicial or administrative changes may be made which would require modification of such statements, or that, the IRS or other applicable administrative agency may disagree with Counsel's interpretations and conclusions. A more detailed statement of the tax factors involved may be found in the COUNSEL'S TAX OPINION; however, each purchaser should consult with his or her own attorney with regard to tax consequences of this transaction.

HAROLD L. GRUBER, P.C.

ATTORNEY AT LAW

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COUNSEL'S TAX OPINION LETTER

December 14, 2006

363 Union LLC.
363 Union Avenue
Brooklyn, New York 11201

Re: Offering Plan for the Conversion to Condominium Ownership of Premises:
365-367 Union Avenue
Brooklyn, New York

Gentlemen:

You have requested my opinion concerning (i) the availability of certain deductions for Federal, New York State, and New York City Income Tax purposes to persons who purchase units for residential use ("Unit Owners") under the Offering Plan for THE 365-367 UNION AVENUE CONDOMINIUM (the "Plan"), and (ii) the Federal Income Tax Treatment of the Common Charges received by the condominium association of the condominium (the "Condominium").

In connection with rendering this opinion, I have reviewed the Plan, the Schedules and Exhibits thereto, the Declaration of the Condominium Plan (the "Declaration"), the By-Laws of the Condominium (the "By-Laws"), the relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the Regulations promulgated thereunder by the Treasury Department (the "Treas. Regs."), the New York State Tax Law, the Administrative Code of the City of New York, revenue rulings, relevant case law and such other materials as I have deemed relevant.

FACTS

You have advised me that, to the best of your knowledge, the following statements are an accurate summary of the relevant facts, and my opinion is conditioned upon the accuracy of such facts.

The Sponsor will apply to the Department of Law of the State of New York to establish the premises located at 365-367 Union Avenue, Brooklyn, New York, as a condominium pursuant to the provisions of New York's Condominium Act. (See Article 9-B of the Real Property Law of the State of New York.) This condominium shall consist of 14 (14) units allocated for residential use plus four (4) auxiliary parking spaces. Each holder of a Unit will own his own Unit plus an interest in the elements common to all Units (the "Common Elements"). Each unit owner will be entitled to the exclusive ownership and possession of his unit and will receive a separate deed to the Unit.

The Condominium will be operated by a Board of Managers which, pursuant to the By-Laws, will act only as an agent of all Unit Owners. The Board of Managers will be comprised of at least three members, who shall each be elected by the Unit Owners. The primary function of the Board of Managers will be to supervise the maintenance and operation of the Common Elements, and collect charges (the "Common Charges") necessary to maintain and operate the Common Elements.

DISCUSSION

I. Deductibility of Mortgage Interest and Real Estate Taxes

Under the Condominium Act, each Unit Owner will own his/her Unit and its appurtenant interest in the Common Elements in fee simple, and each Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner may mortgage his Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Failure to pay his or her share of the Common Charges will result in the Board of Managers having a lien on the Unit for the unpaid Common Charges.

The deductibility of the mortgage interest and real estate taxes paid or accrued by the Unit Owner during his or her taxable year will be governed by sections 163 and 164 of the I.R.S. Code. Section 163 of the Code allows a taxpayer to deduct all interest paid or accrued during the taxable year on Bona Fide indebtedness. Section 164 of the Code allows a taxpayer to deduct real estate taxes paid or accrued during the taxable year.

Since Sections 339-g and 339-y of the Condominium Act provide that each Unit and its common interest shall be taxed as a separate tax lot for real estate purposes, Unit Owners shall be entitled to deduct real estates tax paid or incurred on their Units during the taxable year.

The deduction under Section 163 of the Code for interest is subject to certain other provisions of the Code which may limit the amount of the deduction in any one taxable year. For example, under Section 461(g) of the code, prepaid interest is not deductible by a cash basis taxpayer in the year of payment but must be allocated to the taxable year or years to which it is chargeable. However, the payment of "points" (bank origination fee) is deductible under certain circumstances in the year of payment, provided that the indebtedness was incurred by the taxpayer in connection with the purchase or improvement of his principal residence, and the other requirements of Code Section 461 (g) (2) are complied with.

I note that a taxpayer who purchases a Unit for investment may find his interest deduction limited by Code Section 163(d). Under this Section a taxpayer other than a corporation will be subject to a ceiling on his deduction for investment interest. Investment interest is defined as interest paid or accrued on indebtedness incurred or continued to purchase or carry property for investment. To the extent that the taxpayer has investment income (defined as the gross income from interest, dividends, rents, royalties, net short term capital gains and recapture income), he or she increases his or her ceiling on the deduction for investment interest. See generally Code Section 163(d).

I also note that Code Section 265(2) may impact on the interest deduction otherwise allowable to a taxpayer in the event that he/she incurs debt to finance his/her purchase of a Unit rather than liquidate his or her portfolio of tax exempt securities. Under these circumstances Code Section 265(2) may disallow the taxpayer's interest deduction since he or she would be deemed to have incurred the debt to "continue to carry" the tax exempt obligations. However, revenue rulings have made an exception for debt incurred to purchase the taxpayer's principal residence.

In Revenue Ruling 64-31, 1964-1 C.B. 300, the Internal Revenue Service (the "Service") considered the deductibility of mortgage interest and real estate taxes incurred by the owner of a condominium unit. The Service ruled the Sections 163 and 164 of the Code, respectively, permitted these deductions by the Condominium Unit Owner provided that he or she itemized his or her deductions in filing his or her Federal income tax returns.

In my opinion, under Code Sections 163 and 164 respectively, a Unit Owner will, for Federal Income Tax purposes, be entitled to a deduction for interest paid or accrued with respect to mortgage indebtedness and for real estate taxes paid or accrued with respect to his or her method of accounting.

It is also my opinion that each Unit Owner will, for New York State and New York City Income Tax purposes, be entitled to the same deduction which is allowed for Federal Income Tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. See Section 615 of the New York State Tax Law. It should be noted, however, that for New York City Income Tax purposes, the benefit of such deduction may be reduced if the Unit Owner has more than the specified amount of tax preference items. See Section 615,622 and 623 of the New York State Tax Law; Section T46-115.00, T46-122.0 and T46-123.0 of the City Code.

The foregoing discussion applies primarily to residential unit owners. Referenced sections of the IRS code are not applicable to owners of commercial units, if any, or owners of units for investment or resale, if any. However, insofar as the owners of the commercial units will be using the unit for business purposes, other sections of the code may allow such deductions. Purchasers of commercial units are strongly urged to consult with their own accountants with regards to the deductibility of the mortgage interest and real estate taxes.

II. Common Charges-Federal Income Taxation of the Condominium:

A condominium under New York law is not a corporation but an un-incorporated association.

The Treasury Regulations in Section 301.7701-2(a)(i) set forth six factors to be considered in determining whether an association will be treated as an un-incorporated association for Federal Income Tax purposes. Of these factors, the Condominium possesses five (an objective to carry on business, divide the gains, centralization of management, continuity of life, free transferability of interest). Since an un-incorporated organization will be treated as a

corporation if it has more corporate characteristics than non-corporate characteristics, (see Treas. Regs. Section 301.7701-2(a)(3), Philip G. Larson, 66 T.C. 159 (1976) acq., Rev. Rul. 79-106, 1979-1 C.B. 448), it is my opinion that, although there exists no direct authority on this point, the condominium will be treated as an association taxable as a corporation for Federal Income tax purposes. In such event, and in the absence of any specific exception, the Condominium would be subject to Federal Corporate Income Tax.

Assuming that the Condominium is treated as an association taxable as a corporation, the receipt of substantially all of Common Charges, may be excluded from the income of the Condominium in the event that (i) the Condominium is acting as agent of the Unit Owners as to collection and receipt of such funds; or (ii) the Condominium is not acting as agent and receives the Common Charges as non-taxable contributions of capital, or receives the Common Charges as service income which is fully offset by the Condominium's service expenses; or (iii) the Condominium elects to be taxed under Code Section 528 and the Condominium has only "exempt function income" within the meaning of such Section.

In Revenue Ruling 75-370, 1975-2 C.B. 257 the shareholders of a condominium management corporation approved special accounts which were not commingled with the general funds of the condominium management association. The assessments could be used only to replace the roof and the elevators located in the common elements of the condominium property. The I.R.S. ruled that these special assessments were not includable in the Condominium's gross income since they did not benefit the condominium which had a fiduciary obligation to expend the funds collected in the manner approved by its unit owner-stockholders. The I.R.S. found that there was an agent and principal relationship between the condominium and its unit owner-stockholders insofar as the special assessments were concerned. However, Rev. Rul. 75-370 specifically exempted funds collected by a condominium management corporation to provide services for which it was formed such as the maintenance of the common elements. Thus, funds collected by the Board for painting, general repairs, gardening and janitorial services would constitute gross income to the Condominium.

The By-Laws provide that the Board of Managers will act as the agent of the Unit Owners. If Common Charges for special capital improvements are specifically designated for capital improvements, deposited in special accounts and not commingled with the general funds, then such Common Charges should not be included in the income of the Condominium, according to Revenue Ruling 75-370, supra. Common Charges for operational expenditures would not be

excluded from the income of the Condominium, because the Board of Managers does not have mere ministerial powers with respect to the operations of the Condominium.

Under certain circumstances, special assessments for specific capital improvements may be considered non-taxable contributions to the capital of the association, pursuant to Code Section 118. In Revenue Ruling 75-371, 1975-2 C.B. 52, the condominium management collected special assessments which were assessed pro-rata upon each unit owner to replace outdoor furniture. The By-Laws required that any assessment had to be approved at a stockholder meeting by a majority vote of the unit owner-stockholders. The special assessment was approved and the proceeds were deposited in a special account and were not commingled with the general assessment funds. The assessment could only be used for the specific purpose intended. The Service held that the Special Assessment was a non-taxable contribution to the capital of the condominium management corporation. Id.; See also Rev. Rul. 74-563, 1974-2 C.B. 38 (special assessments to pave a parking lot of the homeowners association are contributions to the capital of the associations).

Under this Plan the Unit Owners must approve all special improvements. Therefore, as to such amounts of Common Charges which are specifically designated for capital improvements, deposited in special accounts and not commingled with the general funds, such Common Charges should not be characterized as income of the condominium, according to Revenue Ruling 75-371, supra, but would constitute contributions to the capital of the Condominium. Even if a special capital assessment is not specifically voted upon and approved by the Unit Owners of the Condominium, there is judicial authority which would support the characterization of such assessment as capital contribution. See Concord Village, Inc., 65 T.C. 142 (1975).

It should be noted that if the special assessment are treated as contributions to the capital of the Condominium, the subsequent expenditure of these funds (together with any other funds accumulated by the Condominium) may be viewed by the Service as a distribution to the Unit Owners, taxable under Section 301 of the Code. Each Unit Owner may therefore be subject to tax on his pro-rata share of the amounts expended. Rev. Rul. 75-371 went on to distinguish special assessments from assessments collected for the purpose of normal operating expenses and excess assessments, which could be returned directly to the individual unit owner-stockholders. These general assessments and the excess assessments which are not credited to subsequent taxable years or returned to the unit-owners, were held to constitute gross income

to the condominium under Section 61 of the Code. I note, however, that to the extent to which the Condominium will be deemed to have service income by virtue of its performance of its management functions, it will be entitled to deduct as business expenses its expenditures required to provide such services from its gross income. See Concord Village, Inc., 65 T.C. 142, 157 (1975); Park Place, 57 T.C. 767, 778 (1972). Thus, it will have taxable income only in the amount of the excess of its income from all sources over its allowable deductions.

Any net income attributable to over-assessments might constitute taxable income of the Condominium for the year of receipt, even if such excess is distributed or applied to the subsequent year's assessments. In effect, a management association will not earn income when it has no discretion as to the application of the excess, and, conversely, will have income where it does have such discretion. Since the Board of Managers will have discretion as to application of excess Common Charges, and does not intend to return excess Common Charges, if any, but intends to apply such excess to the next year's expenditures, it is possible that any excess Common Charges will constitute taxable income to the Condominium.

Code Section 528 provides a tax exemption for an organization that qualifies as a "homeowners association" which term includes a "condominium management association". A "condominium management association" is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance, and care of a condominium, provided substantially all of the units are used by individuals for residences. See Code Sections 528(c)(1)(A), and 528 (c)(2). "Substantially all" the units will be considered used by individuals for residences if at least 85% of the total square footage of all units within the project is used, or is intended to be used, by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and maintenance areas. See Treas. Regulations, Section 1.528-4(b). The organization itself will be considered "organized and operated" for the acquisition, construction, management, maintenance, and care of such condominium, if the facts and circumstances indicate such to be the case. See Treas. Regs. Section 1.528-2. However, if the articles of the Condominium reflect that is the purpose of the association, then the condominium management association will be presumed to be operated for such purpose. See Treas. Regs. Section 1.528-2(a).

In addition to the organization and operation test, the tests set forth below must be satisfied under code Section 528(c)(1) in order for a condominium to qualify as a "homeowner's association".

(1) Sixty percent (60%) or more of the gross income of the organization must by "exempt function income," that is, income derived form the payment of dues or fees from the residential unit owners in their capacity as owner-members rather than in the capacity as customers for services. Code Section 528(c)(1)(A) and Treas. Regs. Section 1.528-5 and 1.528.9. "Exempt function income" includes income which is attributable to assessments that arise as a result of the members' ownership interest, either based on value or size of their units, and used for the purpose of enhancing or maintaining the value of the residences. See Treas. Regs., Section 1.528-9(a). For example, the regulations indicate that assessments for the purpose of paying real estate taxes, removing garbage, or removing snow is "exempt function income". See Treas. Regs. Section 1.528-9(b). Income attributable to the use of laundry machines and interest earned on sinking funds is not exempt function income; See Treas. Regs. Section 1.528-9(c). Any assessments attributable to special capital improvements, which are treated as capital contributions, are not included in gross income, and therefore, are not part of the calculation of the gross income test. See Treas. Regs. Section 1.528-9(a).

(2) Ninety percent (90%) or more of the expenditures of the organization for the taxable year must be used for the acquisition, construction, management, maintenance and care of the organization's property. See Code Section 528(c)(1)(C). These expenditures include operating and capital expenditures during the taxable year. Investments in reserve funds for future expenditures are not included in this calculation.

(3) No part of the net earnings of the organization may inure to the benefit of any individual. See Code Section 528(c)(1)(D). The Code expressly excludes benefits received by a unit owner attributable to the homeowners association performing its exempt function, such as the benefit from the homeowners association acquiring, constructing, managing, maintaining and taking care of the association property.

(4) The organization must properly and timely elect to have Code Section 528 apply for the taxable year. See Code Section 528(c)(1)(E).

Based upon my understanding of the matter, it is my opinion that the Condominium will be eligible to qualify as a homeowners association within the meaning of Code Section 528(c)(1) and that, to the extent the condominium has income in excess of its expenses, that income will not be subject to federal income taxation.

III. Real Estate Tax Benefits:

I have reviewed the letter (heretofore set forth in this Offering Plan) from the Sponsor's expert concerning the availability of real estate tax abatement and exemption benefits for this project. Based on existing statutes and practices, the opinions expressed therein appear to be correct, and I hereby adopt said opinion as my own. This adoption is, of course, subject to the accuracy of the facts supplied to said expert in rendering his determination and also subject to any change in existing statutes which may affect my evaluation and interpretation of the availability of such benefits. This is not a warranty that such benefits will be obtained but only an opinion based on the existing laws, regulations, and facts, this condominium project will qualify for such benefits.

IV. Compliance With Real Property Law Section 339 (i):

I have received and reviewed the letter heretofore set forth from the Sponsor's expert concerning allocation of the common interest to the units in the premises. The determination of Common Interest allocated to each unit shall be based on square footage, subject to such items of additional value as location of unit within the building, availability of limited common elements, and overall dimensions of the unit as of the date of filing the declaration, or in equal percentages within separate classifications of units as of the date of filing the declaration, pursuant to Real Property Law (RPL) Section 339(i)(1) subparagraph (iv). The method employed is permissible pursuant to the RPL and is in compliance therewith.

CONCLUSION

I express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those tax consequences and aspects explicitly discussed in this opinion, or as to the tax consequences of the Plan under the laws of any other State or foreign jurisdiction. This opinion does not discuss the tax consequences which may result from the ownership or the leasing of a Unit to another, in connection with a Unit Owner's trade or business, for purposes of investment, or for the production of income, or tax consequences which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not consider the tax consequences which may arise if Units are acquired and/or leased by the Board of Managers, or the issue of whether a Unit Owner may be deemed to be a resident of New York State due to ownership of a Unit. I, therefore, advise each person contemplating the purchase of a Unit to consult his/her

own tax advisor as to all such tax matters, as well as with respect to the tax matters discussed in this opinion.

The opinions expressed herein are based solely upon my current understanding and interpretation of the existing law, regulations, decided cases and rulings of administrative agencies and upon information set forth herein. If there has been any misstatement of a fact or omission of any fact which may be material, or any amendment or exchange in the By-Laws or the Plan, we should be notified, since any such omission, misstatement or change may require modification of part or all of this opinion. Moreover, it should be specifically noted that this opinion is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Taxation, and that such entities may not agree with any or all of the views stated above. Further, the Federal and State Tax Laws and Regulations and the rulings and decisions thereunder may change and thereby effect the views stated above in whole or in part.

I hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Harold Gruber

Harold L. Gruber

HLG/eap

RESERVE FUND

No fund will be created on closing as a reserve for capital expenditures. In the event a need arises for capital expenditures such as renewal or replacement of building components or systems, or to remedy major building defects, it will be necessary to raise needed capital either by assessing individual unit/owners for the cost of such expenditures. However, in the Sponsor's estimation, and in view of the fact that all building systems and components are new, it is anticipated that there will be no needed capital expenditures within the five (5) years immediately following the first closing of a condominium unit under the Offering Plan.

WORKING CAPITAL FUND

At closing of title to each residential Unit, the Unit Owner for such Unit will contribute an amount equal to two months Common Charges to the Working Capital Fund of the condominium(see CLOSING COSTS AND ADJUSTMENTS). Thus, there will be a $8,580.00 working capital fund created on closing. Sponsor will make the required contribution for all unsold units at the time of the closing of the first unit, and will be reimbursed therefore on each subsequent closing of a unit by the unit purchaser. This Working Capital Fund will be used to make repairs and improvements, and for other appropriate purposes as determined by the Board of Managers, particularly to meet emergencies not budgeted for in SCHEDULE A. While the Sponsor controls the Board of Managers (see CONTROL BY THE SPONSOR), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Working Capital Fund will not be reduced by any closing adjustments to the Sponsor. All closing adjustments to the Sponsor will be paid in equal monthly installments over the twelve (12) month period following closing. All adjustments represent reimbursement for prepayment of expenses already included in the budget set forth herein as Exhibit B, and therefore do not represent an additional expense to Condominium Purchasers.

No representation is made that the Working Capital Fund will be adequate to cover current or future expenses. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase Common Charges or separately assess all Unit Owners. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

IDENTITY OF PARTIES

SPONSOR: The Sponsor of this project is 363 Union LLC, a limited liability company, with an address of 363 Union Avenue, Brooklyn, New York, 11211. The Principal of the Sponsor is Tomer Erlich, an owner and investor of real estate. The Sponsor has not previously been the Sponsor for any offering plan in or from the state of New York. The Principal of the Sponsor is also the Principal of the Sponsor of the following Offering Plans:

A) 444 Humboldt Street, Brooklyn, NY, CD07-0028
Submitted on 1/18/ 2007; has not yet been accepted for filing.
B) 90 Guernsey Street, Brooklyn, NY, CD07-0116
Submitted on 3/23/2007; has not yet been accepted for filing.

The Sponsor and Principals of the Sponsor are current on their financial obligations to any of the listed properties in which they own 10% or more of the unsold units.

The said mentioned Offering Plan is available for inspection at the office of the New York State Department of Law, 120 Broadway, New York. There are no felony convictions, bankruptcies, judgments or injunctions against either the Sponsor or its Principals.

COUNSEL: Sponsor has engaged Harold Gruber, Esq., 92 Prospect Place, Brooklyn, New York, 11217, to represent him in preparation and submission of this Offering Plan. Mr. Gruber represents the Sponsor, not the Condominium, which is not represented by counsel.

ARCHITECT: The architect, Robert Scarano, PE, principal of Scarano Architects PLLC, with offices at 110 York Street, Brooklyn, New York, 11201, has examined the physical condition of the property and has rendered his report thereof as set forth in Part II starting at Page AR1. He has varied experience in preparing such reports, and has prepared a number of such reports. The architect has no financial interest in the property, Sponsor, condominium, selling agent, or any other party interested in this transaction, except for his fee for services rendered in connection with his report.

SELLING AGENT: The Sponsor is the Selling Agent for the Plan. The Sponsor has not previously been the Selling Agent for any offering plan in or from the state of New York; however the Principal of the Sponsor is the Principal of the Selling Agent for the Offering Plans mentioned above.

GENERAL

The Plan does not knowingly omit any material fact or contain any untrue statement of any material fact. Exact copies are contained in Part II hereof of the Condominium Declaration, Purchase Agreement, Condominium By-Laws, and form of Unit Deed.

There are no lawsuits or other proceedings now pending, or any judgments outstanding, either against the Sponsor or any other person or persons which might become a lien against the Property or which may materially affect this offering, the Property, Sponsor's capacity to perform all obligations under the Plan, the Condominium, or the operation of the Condominium.

No units in this building are occupied by residential or commercial tenants. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the units offered pursuant to the Offering Plan. No deposits or advances of funds have been taken by, or on behalf of, the Sponsor in connection with the reservation, sale, or transfer of any units offered pursuant to this Offering Plan.

The Property has not been the subject of any prior cooperative or condominium offerings. There are no preliminary binding agreements entered with any purchasers, nor has any money been collected from any perspective purchasers. There has been no market test pursuant to Cooperative Policy Statement No. 1.

In accordance with the provisions of the laws of the State and City of New York, the Sponsor represents that the Sponsor, and the Selling Agent will not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, age, marital status, national origin or ancestry in the sale of the units offered by the Plan, or in the leasing of any apartment in the building.

Operable smoke detectors and carbon monoxide detectors will be installed in all apartments as per the New York City Administrative Code.

If there is a material amendment to the Offering Plan that adversely affects a purchaser, purchaser shall have the right to rescind his purchase agreement within fifteen (15) days after the date of presentation by the Sponsor, which rescission shall be made by CERTIFIED MAIL - RETURN RECEIPT REQUESTED, and shall be deemed made on the date when notice of rescission is deposited with the United States Post Office. Sponsor shall return the deposit on contract to any purchaser who validly rescinds.

No person has been authorized to make a representation which is not expressly contained herein. This Plan may not be changed or modified orally.

DOCUMENTS ON FILE

Sponsor shall keep copies of the Offering Plan, all documents referred to in the Offering Plan, and all exhibits submitted to the Department of Law in connections with the Offering Plan on file and available for inspection without charge, and for copying at a reasonable charge, at the Sponsor's office as set forth in this Offering Plan, or at the office of the Sponsor's attorney, for a period of six (6) years from the date of first closing. The Sponsor shall deliver to the Board of Managers of the Condominium, a copy of all documents filed with the appropriate recording office at the time of the first closing of a condominium unit.

REPORT TO UNIT OWNERS

The Board of Managers of the Condominium shall give annually to each and every Unit Owner:

1) On or before March 1st of each year a financial statement. During the period the Sponsor is in control of the Board of Managers, there shall be a certified financial statement prepared by a certified public accountant or public accountant.
2) Prior notice of the annual Unit Owners meeting.
3) A copy of the proposed annual budget of the Condominium, no less than thirty (30) days prior to the date set for adoption thereof by the Board of Managers. During the time the Board is controlled by the Sponsor, this statement shall be certified by a qualified budget expert.

SPONSOR'S STATEMENT OF BUILDING CONDITION

The Sponsor hereby adopts the DESCRIPTION OF PROPERTY set forth in Part II of this Offering Plan. With reference to such material, a licensed architect prepared the description of property and building condition contained therein.

The Sponsor represents that it does not know of any defect or need for major repairs except as hereinafter set forth, and that, to the best of the Sponsor's knowledge, the following description accurately states the condition of the building and its equipment (see DESCRIPTION OF PROPERTY AND BUILDING CONDITION in Part II of the Plan).

The Property will be offered in its present condition as described in this plan. Neither the Sponsor nor the Condominium will have any obligation to make repairs or improvements except as set forth in this plan. The Sponsor will cure, or cause to be cured, all violations of record against the Property on the closing date and eliminate all known dangerous or hazardous conditions, and comply with all work orders from mortgagees. No lead based paint will be utilized on any surface in the building.

PART II

PURCHASE AGREEMENT

Purchaser(s)_____

Address_____

Home Telephone_____ Business Telephone_____

Purchaser's S.S.No_____

Attorney_____

Attorney's Address_____

Attorney's Telephone No_____

Broker_____ Telephone No_____

Unit_____ Common Interest_____% Common Charges $_____

Cash Purchase Price $_____

Down Payment (herewith) $_____

Balance Due on Closing $_____

I RECEIVED THE PLAN, AS AMENDED, AT LEAST THREE FULL BUSINESS DAYS, AND HAVE READ BOTH PARTS I AND II OF THE PLAN, BEFORE EXECUTION HEREOF BY ME.

1. OFFERING PLAN READ. As Purchaser, I have received and read the Offering Plan of Condominium Organization (the Plan) with respect to premises 365-367 Union Avenue, Brooklyn, New York.

The offering plan for said premises, including all documents set forth in Part II thereof, and any amendments thereto, is incorporated herein by reference with the same effect as if set forth at length. I hereby accept and approve the Plan (and all of said amendments thereto, if any) and agree to abide and be bound by the terms and conditions thereof. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

2. AGREEMENT TO PURCHASE. I hereby agree to purchase the above apartment and a _____ percent of undivided appurtenant interest in the Common Elements of the Condominium in said premises.

7. THIS AGREEMENT IS CONTINGENT. It is agreed that this Purchase Agreement is contingent upon the Plan being declared effective.

8. ABANDONMENT OF PLAN. The Plan may be abandoned by the Seller at any time prior to its being declared effective, and thereafter only for the reasons heretofore set forth in the plan. The Plan shall be abandoned by amendment duly filed with the Department of Law of the State of New York and upon notice to all prospective purchasers who have signed the Purchase Agreement.

9. REFUND AND LIMITATION ON CLAIMS. If the Plan is abandoned or does not become effective within twelve (12) months from the date of presentation and is not extended, or, if after being declared effective, the Plan shall not be consummated for any reason within 180 days thereafter, this Agreement shall be deemed canceled and the Plan terminated and I am to receive back, not later than ten (10) days thereafter. in full, all monies paid by me hereunder. Upon such payment no party shall have any claim against any other party or person, the Sponsor, the Seller, or the agent, and all parties shall be released from all obligations hereunder and under the Plan.

10. DEFAULT AND LIQUIDATED DAMAGES. I agree that if I shall fail to pay the balance of the Cash Purchase Price when due, as herein provided, or, if I am otherwise in default hereunder as such term is defined herein, the Seller may elect to cancel this Agreement by written notice to me at my residence or at the address stated above, by certified mail, and at the expiration of 30 days after the date of mailing thereof (unless I shall have theretofore paid the balance of the Cash Purchase Price in full) said notice shall be effective and this Agreement shall be deemed canceled and all rights of the parties thereunder shall terminate except that the amount of my Down Payment shall be paid over to the Seller as liquidated damages, such liquidated damages not to exceed 10% of the Cash Purchase Price plus the cost of any special work in the apartment ordered by me, together with any interest earned thereon. However, it is not anticipated that any interest will be earned. TIME IS OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. The notice of default is hereby deemed a notice to vacate as well if I occupy the apartment under the terms of an Interim Lease. In the event of such cancellation, the Seller shall have the right to sell said Units to another purchaser as though this Agreement had never been made and without accountability to me for the proceeds received on any sale to another.

3. DOWN PAYMENT AND BALANCE. Submitted herewith is my check to the order of "Harold L. Gruber, As Attorney" for the amount of the above stated Down Payment. I agree that after the Plan becomes effective, as therein provided, I will pay the above-stated balance of said Cash Purchase Price on closing. The payment due on closing shall be by certified check or official check drawn on a New York City bank which is a member of the New York City Clearing Housing System to the order of "Harold L. Gruber, As Attorney." The check shall be delivered to the seller.

The Seller will give me prompt written notice thereof when the Plan either becomes effective or is abandoned, unless same has already been declared effective by a duly filed amendment to the Plan submitted to me.

4. MANNER OF PAYMENT AND BALANCE. Provided that I shall have paid the full Cash Purchase Price for said apartment, as provided herein, and shall not be in default hereunder, I am to receive a Deed for the apartment, at the Closing to this apartment. The date of the commencement of my obligations under such Deed, including the payment of Common Charges, shall be the date on which I acquire title to such apartment. At the time the deed is delivered, I shall execute the Power of Attorney to the Board of Managers of the Condominium in the form contained in the Plan and whatever other documents are reasonably necessary to convey the Unit to me, such as real property transfer tax forms.

5. PAYMENTS HELD IN TRUST AT NAMED BANK. The Seller will hold all monies received by it directly or through its agents, employees or escrow agent, in trust, in compliance with the trust fund provisions of section 352-h and section 352-e(2)b of the General Business Law, until actually employed in connection with the consummation to the Offering Plan. All such monies will be deposited with Key Bank, at its branch located at 28 West Market Street, Red Hook, NY, 12571. The name of the account is HAROLD L. GRUBER SPECIAL ESCROW- 365." The funds so deposited will be released by the escrow agent, an attorney at law, only for the purposes of, and in conformity with the consummation of this Plan, or returned to me as herein provided. Unless the escrow account is of an IOLA type, I shall be entitled to any interest earned on the sums deposited by me unless otherwise agreed to by the parties hereto. However, it is not anticipated that any interest will be earned.

6. ACCEPTANCE OF CONDITION. My signing of this Purchase Agreement shall constitute my acceptance of said apartment "As Is", except for those matters which are the responsibility of the Sponsor as stated in the Plan.

11. TITLE INSURANCE. INTENTIONALLY OMITTED.

12. CLOSING DATE AND PLACE. The closing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice. Sponsor shall have the right, from time to time, to adjourn such time and date for closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten(10) business days-prior written notice of the new scheduled date and time for closing.

In the event that a Purchaser does not close on the Closing Date set forth in the Notice of Closing, the Sponsor elects not to cancel the Purchase Agreement or if the Sponsor approves the Purchaser's request to adjourn the Purchaser's Closing to his apartment, interest shall accrue on the unpaid amount of the purchase price from the Closing Date until such amount is paid. The interest rate shall be ten percent (10%) per annum. This rate shall be in effect for as long as there is any unpaid amount owing towards the full purchase price.

13. APPORTIONMENT OF CHARGES. At the Closing, the parties shall apportion, as of the day preceding the date of actual closing, the Common Charges, real estate taxes and other charges under the By-Laws, utility charges (if any) due to the Condominium and the use and occupancy charge, if any, to the Apartment. Assessments will not be apportioned and will be payable by the party who is the owner of the Unit when the same became due and payable. A letter from the Condominium or its Managing Agent as to status of Common Charges, utility or other charges shall be sufficient for purposes of determining the adjustments as herein described.

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit will inure to the benefit of the Sponsor. Accordingly, on the Closing Date, I will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount financed, if any. The Sponsor will be reimbursed to the extent of any mortgage tax credit allowed.

14. CLOSING COSTS. Purchaser shall be responsible for paying all costs as outlined in the Section of this Offering Plan entitled Closing Costs and Adjustments.

15. ENTIRE AGREEMENT, OPPORTUNITY TO EXAMINE, NON-ASSIGNABILITY. The entire contract between the parties hereto

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit will inure to the benefit of the Sponsor. Accordingly, on the Closing Date, I will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount financed, if any. The Sponsor will be reimbursed to the extent of any mortgage tax credit allowed.

14. CLOSING COSTS. Purchaser shall be responsible for paying all costs as outlined in the Section of this Offering Plan entitled Closing Costs and Adjustments.

15. ENTIRE AGREEMENT, OPPORTUNITY TO EXAMINE, NON-ASSIGNABILITY. The entire contract between the parties hereto as set forth herein and in the Plan and as the Plan may be amended from time to time. The only representations made to me are those contained herein and in the Plan, as may be amended. I have not relied upon any representations, statements or warranties, written or oral, as to any matter or estimate, that is not set forth herein and in the Plan. I have had at least three days to read and review the Offering Plan and all amendments and have had the opportunity to examine all the documents filed as Exhibits, volume A, B and C to the Plan. This Agreement is not assignable by me without prior written consent of the Seller and shall bind and apply to the parties hereto and their personal legal representatives, successors and assigns and may not be amended, changed or discharged orally.

16. CONFLICTS WITH THE PLAN. Conflicts between this Agreement and the Plan shall be resolved in favor of the Plan.

17. CONDITIONS FOR BINDING AGREEMENT. This Agreement shall not be binding on me or on the Seller until a fully executed copy thereof shall have been delivered to me. If this Agreement shall not be accepted within twenty (20) days of the date hereof by the delivery to me of such endorsed and fully signed copy, this Purchase Agreement shall be deemed to be rejected and canceled and my deposit shall be promptly refunded to me.

18. CONDITIONS FOR CLOSING. It is a condition of this closing that:

(a) There shall be no claims or liens against the Unit at the time of the Closing, except for Permitted Encumbrances as described in the Plan; and
(b) The Seller has full right and authority to sell and transfer the Units.

19. WHEN TITLE PASSES. I shall acquire no right, title or interest in the aforesaid Unit until (i) the entire Cash Purchase Price has been paid in accordance with the terms hereof, and (ii) I have otherwise performed, observed and complied with the terms and conditions of this Agreement.

At the Closing of Title the Seller shall deliver to me a bargain and sale deed, with covenants against the grantor's acts, conveying the Unit to me such deed to be in the form contained in Part II of the Plan, executed and acknowledged by the Seller in form for recording.

20. IDENTIFICATION OF PURCHASER. I represent that I am a person over 18 years of age. The term "I" shall read as "we" and "purchaser" shall be read as "purchasers" if more than one person are purchasers, in which case our obligations shall be deemed joint and several. I further represent to the Condominium and to all of the persons to who are Unit Owners that I am purchasing the Unit for my own account and that Sponsor will have no interest, direct or indirect, in the Unit being purchased hereunder.

21. BONA FIDE PURCHASER. I certify that I have agreed in good faith to purchase the above-described Apartment with no discriminatory re-purchase Agreement or other discriminatory inducement.

22. AGREEMENT SUBJECT TO MORTGAGES. I agree that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, incidental thereto, or to protect the security thereof, to the full extent hereof without the execution of any further legal documents by me. The subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this paragraph, however, on the Closing Date the only mortgage to which the Unit will be subject will be the mortgage(s) obtained by me.

23. MORTGAGE FINANCING. This Contract will be conditional on Purchaser obtaining mortgage loan financing in an amount not less than $ from Mortgage Select Quote. Purchaser may apply to other lenders for loan financing; however obtaining such financing from such other lenders shall not be a condition of this contract and Purchaser's failure to obtain such financing shall not excuse Purchaser from proceeding to closing. Purchaser shall apply for said loan within five (5) days after receipt of a fully executed copy of this Contract, and shall have forty (40) days from the signing of said Contract to obtain said mortgage commitment. Purchaser agrees to accept any commitment offered by the lending institution applied to provide same is in at least the amount set forth above. In the event Purchaser fails to obtain such commitment within forty (40) days from the date of execution of the Contract, either party may cancel this Purchase Agreement on five (5) days written notice to the other party, whereupon this Purchase Agreement shall become null and void, and the down payment shall be returned to the Purchaser. **IN THE EVENT THAT SPONSOR'S ATTORNEY DOES NOT RECEIVE SUCH NOTICE OF FAILURE TO OBTAIN FINANCING WITHIN FIVE DAYS AFTER EXPIRATION OF THE FORTY-DAY-PERIOD SET FORTH ABOVE (OR ANY EXPIRATION THEREOF), PURCHASER SHALL BE REQUIRED TO CLOSE WHETHER OR NOT PURCHASER RECEIVES FINANCING.**

Purchaser's failure to provide information to the lender promptly upon request therefore, or failure to accept a commitment offered, shall be a default for which the Seller shall have the right to cancel this Purchase Agreement and retain the down payment. Once a bank commitment is issued, Purchaser will be required to use due diligence in obtaining any and all extensions necessary to maintain such commitment in force, notwithstanding that such extension may be at a higher interest rate or require payment of additional fees, or include other changes. Failure to maintain such commitment will constitute a default under the Purchase Agreement, except that if the bank refuses to extend such commitment on any rates or terms, Purchaser may cancel the Contract, and receive return of his down payment hereunder.

24. AMENDMENTS. After acceptance of my Purchase Agreement and so long as I am not in default hereunder, there shall be no change in the amount of the Cash Purchase Price, size or layout of the apartment I intend to purchase, without my written consent first being obtained. If there is a material change in the size or quality of common areas, I shall be given written notice thereof by certified mail, return receipt requested, and I shall have fifteen (15) days therefrom to rescind my Purchase Agreement and obtain return of my Down Payment by so notifying the Sponsor or Selling Agent in writing by certified mail, return receipt requested.

25. CAPTIONS. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope of this Purchase Agreement or the intent of any provision hereof.

26. RECORDING OF DEED AND POWER OF ATTORNEY. At the Closing of Title, I will deliver the executed deed received from Seller and an executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, County of Kings. Such deed and power of attorney will be in the form set forth in the Plan.

27. JURY WAIVER. I hereby waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as purchaser and seller, or my right to any statutory relief or remedy.

28. SURVIVAL. The Closing of Title to the Unit and the delivery and the delivery of the deed thereto shall be deemed full compliance by the Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom.

29. EXECUTION OF FORMS. It shall be a conditions of this contract that I shall execute and deliver to the Sponsor's attorney all forms and papers required by the State of New York and City of New York in connection with the purchase of the Unit including but not limited to the "RPT" form and gains tax transferee form.

30. LAWS. The laws of the State of New York shall govern this transaction.

31. PURCHASER'S REMEDIES. In the event that the Sponsor shall for any reason (except for willful default) be unable to convey and deliver the apartment in accordance with terms of the Purchase Agreement, (except for any failure to perform any obligation imposed by applicable statute or regulation, or a failure to perform Sponsor's obligations under the Offering Plan) the sole remedy of the Purchaser shall be to rescind the Purchase Agreement and be refunded the entire downpayment with interest plus the cost of title searches, if any.

Any conflict between the plan and the Purchase Agreement shall be resolved according to the terms of the plan.

Nothing contained in the Purchase Agreement or the Plan shall be construed to waive a Purchaser's right to abrogate Sponsor's obligations under Article 23-A of the GBL.

32. APPLIANCES AND EQUIPMENT. The Unit is being sold unfurnished, without window blinds or shades and will contain only the appliances and equipment described above and in the Plan. Furniture, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale. Residential Units will be offered with such surface treatments as are specified in the DESCRIPTION OF PROPERTY AND BUILDING CONDITION set forth in the Offering Plan; Purchaser will be responsible for any repainting and touch-ups necessitated from moving in. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Units dimensions and arrangement, and Purchaser should not rely thereon. Sponsor shall not be liable for minor variations from any floor plans or sketches.

B. There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expenses (payable in the manner to be set forth in addendum to this Agreement or separate agreement).

33. CONSTRUCTION.

A. The construction of the building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the architectural "plans and specifications" (defined in the Plan), subject to the right reserved by Sponsor to modify and amend the Plan and the "plans and specifications" in order to substitute materials, equipment or fixtures of equal or better quality and design, provided only the approval of any governmental authorities having jurisdiction thereover and the construction lender are first obtained (if required). The issuance of a Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the "plans and specifications". However, nothing herein contained shall excuse Sponsor from its obligations to correct any defects in construction in accordance with the conditions set forth in the Plan in the section entitled "RIGHTS AND OBLIGATIONS OF THE SPONSOR.

B. The construction of the Building and the Unit and the correction of any defects in construction to the extent required under the Plan are the sole responsibility of he Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and "plans and specifications" as indicated in the Plan in "RIGHTS AND OBLIGATIONS OF THE SPONSOR" and will only be responsible to correct any construction defects to the extent, and

on the terms and conditions, set forth in said section.

34. INSPECTION OF UNIT. At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Exhibit A to this Agreement) and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed inspection Statement, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "RIGHTS AND OBLIGATIONS OF THE SPONSOR."

35. NOTICES. All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement and, if sent to Sponsor, addressed to the Sponsor's attorney as indicated in this Plan. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch station or depository maintained by the U.S. Postal service in the City and State of New York, except that a notice of change of address shall be deemed given when actually received. Notice may also be given by overnight delivery service or fax and regular mail, and shall be deemed effective when received or when delivery is attempted. Any notice required to be given hereunder may be given to the attorney of the respective parties.

36. BROKER. Purchaser represents to Sponsor that the Selling Agent is the only broker or sales agent with who Purchaser has dealt in connection with this transaction. Sponsor agrees to pay the commission due the Selling Agent pursuant to separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than Selling Agent, on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 26 shall survive the Closing.

37. ASSIGNMENT AND RECORDATION. This contract may not be assigned or recorded, and any proposed assignment or recordation without express written permission of the Seller shall be deemed a default hereunder entitling Seller to cancel the contract and retain all sums deposited pursuant hereto. Sponsor at Sponsor's option may allow Purchaser to assign a contract; in the event of such assignment Purchaser shall pay an assignment fee of $1,500.00.

38. NO LIEN. No lien or encumbrances shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall constitute an Event of Default.

39. INVALIDITY. Invalidity or unenforceability of any portion or portions of this Agreement shall not affect the validity or enforceability of the other portions, which shall all be deemed valid and enforceable to the fullest extent of the law.

40. STRICT COMPLIANCE. Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

DATE: , 200 .

Purchaser

Purchaser

APPROVED AND ACCEPTED
363 UNION LLC.

Sponsor

EXHIBIT A
PRE-CLOSING INSPECTION STATEMENT

We/I, the named purchaser/s in a contract for Unit at 365-367 Union Avenue, Brooklyn New York, certify that we/I have this day inspected said unit, and agree to accept same in its present condition, subject to completion or repair of the items set forth on the list attached hereto.

_____

_____

The attached list of repair items is consented to, and we agree to complete same prior to closing.

363 UNION LLC.

_____

UNIT DEED

THIS INDENTURE made the day of , 200 , between 363 Union LLC., Brooklyn, New York 11211, (hereinafter "Grantor"), and

, (hereinafter "Grantee");

W I T N E S S E T H:

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

The Unit described in the attached Schedule A.

TOGETHER with any strips or gores adjoining the above described premises on any of the sides thereof;

TOGETHER with an undivided percent interest in the Common Elements of the Property described in said Declaration (hereinafter called the "Common Elements");

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of construction of the Buildings, or which may come into existence hereafter as a result of settling of the Buildings, or as a result of repair or restoration of the Buildings, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Buildings shall stand;

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Units;

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

TOGETHER with and subject to all easements of necessity in favor of the Unit, or in favor of other Units, or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Buildings, or as a result of repair or restoration of the Buildings, or any adjoining Unit, or of the Common Elements, after damage, condemnation, or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by, or with the consent of, the Board of Managers so that any such encroachments may remain so long as the Buildings shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units.

TOGETHER with and subject to easements, rights of way, restrictions and encumbrances created by the Declaration for THE 365-367 UNION AVENUE CONDOMINIUM recorded in the Kings County Office of the Register of the City of New York on the day of , , in Reel , Page

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Kings County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having time, any interest, or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid;

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

The use for which the Unit is intended is that of a residence and/or professional office as permitted by the By-Laws and the Declaration.

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

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

IN WITNESS WHEREOF, the Grantor has duly executed this Deed the day and year first above written.

363 Union LLC.
BY:

_____

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 200 , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

POWER OF ATTORNEY

_____, the Owner of Unit No. in the Condominium known as THE 365-367 UNION AVENUE CONDOMINIUM, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration recorded the day of , 200 , in the Kings County Office of the Register at Reel , Page in the floor plan of file as Map No. , do hereby nominate, constitute, and appoint persons who may from time to time constitute the Board of Managers of THE 365-367 UNION AVENUE CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate, or otherwise, on behalf of all Owners of Units whose Owner in said Property, in accordance with their Common Interests, any Unit whose Owner desired to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners in all other assets of the Condominium as defined in the aforementioned Declaration, or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present. In more particular delineation of, but not in derogation or limitation of, the power set forth above, the Board of Managers, notwithstanding bankruptcy of any Unit Owner, specifically has the power to do any act or thing, and execute any document necessary to effectuate the purposes set forth in the Declaration referenced above including, but not limited to, Amendment of said Declaration, execution of the Deed conveying condominium property, filing for a severance of tax lots, and any other document or thing reasonable or necessary to effectuate the aforementioned purposes.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this day of , 200 .

_____ _____

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 200 , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

TAX ESCROW AGREEMENT

AGREEMENT made this 13 day of December, 2006, by and between the 363 UNION LLC, (Herein "The Sponsor") and THE BOARD OF MANAGERS OF THE 365-367 UNION AVENUE CONDOMINIUM (hereinafter "The Board");

W I T N E S S E T H:

WHEREAS, Sponsor is the Sponsor of the Offering Plan for the conversion to condominium ownership of the land and buildings located at 365-367 Union Avenue, Brooklyn, New York; and,

WHEREAS, The Board is The Board of Managers charged with governing the operation of said condominium; and,

WHEREAS, the individual condominium units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first unit located thereat; and,

WHEREAS, pursuant to the terms of the Offering Plan for said condominium conversion, Sponsor desires to secure their obligation to pay real estate taxes for the unsold units;

NOW, THEREFORE, the parties agree as follows:

1. On the first closing of a unit at the premises, Sponsor will deposit in escrow with The Board in a special segregated escrow account to be maintained by The Board in their own name, an amount equal to real estate taxes attributable to the unsold units for the six month period immediately following such closing.

2. The Board is irrevocably authorized to pay such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. The funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

4. Upon each subsequent closing of the units, the Sponsor may collect the estimated amount of taxes attributable to such unit for the balance of the six month period from the purchaser thereof.

5. If the escrow was kept in an interest-bearing account, the interest earned thereon belongs to the Sponsor.

6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law; and, shall be deemed held for the benefit of the condominium.

IN WITNESS WHEREOF, the parties set their hands the date above first written.

363 Union LLC.
BY:

TOMER

Tomer Erlich

THE BOARD OF MANAGERS OF
THE 365-367 UNION AVENUE CONDOMINIUM
BY:

TOMER

Tomer Erlich

ESCROW AGREEMENT FOR CONTRACT DEPOSIT

AGREEMENT made this 13 day of December, 2006, between 363 UNION LLC, as Sponsor of the Offering Plan, and Harold L. Gruber, PC ("Escrow Agent") as escrow agent.

WHEREAS, 363 Union LLC is the Sponsor of an Offering Plan to convert to condominium ownership the premises located at 365-367 Union Avenue, Brooklyn, New York, which premises are known as THE 365-367 UNION AVENUE CONDOMINIUM; and,

WHEREAS, HAROLD L. GRUBER, ESQ. is authorized to act as an Escrow Agent hereunder in accordance with General Business Law ("GBL") Section 352-3(2-b), and the Attorney General's regulations promulgated thereunder; and,

WHEREAS, Sponsor desires that Escrow Agent act as Escrow Agent for deposits and payments by purchasers and subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 Sponsor and Escrow Agent hereby establish an escrow account with Escrow Agent for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with Key Bank, at its branch located at 28 West Market Street, Red Hook, New York 12571.

1.2 The name of the account is HLG IOLA SPECIAL ESCROW-365.

1.3 Escrow Agent is the sole signatory on the account.

1.4 The escrow account shall be a non interest-bearing account as disclosed in the Offering Plan.

1.5 The escrow account is an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of HAROLD L. GRUBER, ESQ. as Escrow Agent for THE 365-367 UNION AVENUE CONDOMINIUM Offering Plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by Escrow Agent. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, Escrow Agent shall notify the purchaser of the deposited of such funds in the bank indicated in the offering plan, provide the account number, and disclose the initial interest rate. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.

3. RELEASE OF FUNDS.

3.1 Escrow Agent shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve Sponsor of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 Escrow Agent shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser, or (b) a determination of the Attorney General, or (c) a judgment or order of a court of competent jurisdiction or until release pursuant to the regulations of the Attorney General pertaining to release of escrow funds.

3.3 Sponsor shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan, or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified Escrow Agent in accordance with such provisions.

4. RECORDKEEPING.

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

4.2 Upon the dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm, or by the successor firm and shall notify the Department of Law of such transfer.

4.3 Escrow Agent shall make available to the Attorney General, upon his request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 Escrow Agent shall maintain the accounts called for in this Agreement under the direct supervision and control of Escrow Agent.

5.2 A fiduciary relationship shall exist between Escrow Agent and purchasers, and Escrow Agent acknowledges its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR.

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent.

6.2 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled, by either:

(a) Written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor Escrow Agent; or,

(b) The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor Escrow Agent; or,

(c) All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of Escrow Agent as described in Paragraph 7.1 above, Escrow Agent shall deliver any and all funds held by its in escrow, and any and all contracts or documents maintained by Escrow Agent to the new Escrow Agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal, nor from any interest accruing thereon, and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

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

ESCROW AGENT
HAROLD L. GRUBER PC

by: _____
HAROLD L. GRUBER

SPONSOR
363 UNION LLC.

by: TOMER
TOMER ERLICH

EAG

ETF-1

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: _____
Address of Building or Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of dow payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted i support of this application:

1. Name of Applicant _____

2. Address of Applicant _____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any) _____

_____

4. This is an application for:
   - [ ] return of downpayment.
   - [ ] forfeiture of downpayment.
   - [ ] other: _____

5. The project is
   - [ ] a conversion of occupied premises.
   - [ ] newly constructed or rehabilitated.
   - [ ] vacant (as is).

6. The project is structured as
   - [ ] a cooperative.
   - [ ] a condominium.
   - [ ] a homeowners association.
   - [ ] a timeshare.
   - [ ] other: _____

2/6/92

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7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If downpayments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

(a) Name and address of bond issuer or surety: _____

_____

(b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND). If not included, explain:

_____

_____

11. If downpayments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit: _____

_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date: _____

[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date: _____

[ ] has not closed.

[ ] don't know.

(d) Downpayments are secured by

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEN ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s): _____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____

_____

_____

_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheet Attach copies of any relevant documents.

_____

_____

_____

_____

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: Date:

Name (Printed):

Telephone: (Home) (Business)

Mailing Address:

2/6/92

AD4

June 3, 2007

Scarano Architects PLLC

IN THE MATTER OF THE CONDOMINIUM OFFERING FOR
365 –367 UNION AVENUE, BROOKLYN, NEW YORK 11211

Description of Property and Specifications per Part 20 of Title 13
NYCRR Section 20.7 (a)-(cc)

(a) Location and use of property

To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Code of New York State Using chapter 5

1. The property is located 24.89 south of the corner of Hope Street and Union Avenue in the Borough of Brooklyn, New York, 11211.
2. The address of the condominium is 367-365 Union Avenue, located in Block 2387, Lot 18, 19.
3. The property is located within Zoning District R-6A/MX-8. Under the Zoning Resolution of The City of New York, residential uses are permitted "as of right". The immediate areas bordering the site are generally R6A residential zoning districts permitting all housing types with height restrictions
4. The property will comply with local law 58/87 for handicapped access, adaptability and design.
5. The property is approximately 38'-4 ½" above the subway tunnel. There are no above ground subway tracks nearby this property. The is a subway stop at the corner of

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Union Avenue and Powers Street, one at Keap Street and Union Avenue, and the other at Union Avenue and Metropolitan Ave.

(b) Topographical Features

1. The land consists of relatively flat terrain.

(c) Status of construction

Plans will be filed with the N.Y.C. Department of Buildings. Plans being filed with the Attorney General's Office will be copies of the filed plans. The lot is now vacant, the building that occupied the lot has been demolished and signed off with the Building Department on 10.26.06 prior to the commencement of construction of the new building. The start date of construction of the New Building is December 12, 2006 and the estimated ending date is April 12, 2008. There will be a new four with mezzanine-story building with cellar, and a new 6 story building with cellar constructed at the site.

The construction will be steel frame, masonry block and heavy gauge metal stud. Fire protection will be provided in accordance with a Class '1D' fireproof building under the Building Code. At present, there is no Certificate of Occupancy; a Temporary or Final Certificate of Occupancy for the residential building will be issued and obtained upon completion of the entire construction by the sponsor prior to closing. Sponsor has projected an expected completion date of February 2008.

(d) Site

1. The size of the property is approximately 4139.2 square feet and is a single

irregularity shaped trapezoidal lot. The lot begins 24.89 south of the intersection formed at Hope Street and Union Avenue.

2. The first floor of the building will cover nearly 65% of the lot, above this level a maximum of 65% is required by zoning for this district. The building will front and have 2 entrances on Union Avenue, and will consist of a cellar, first, second, second floor duplex and mezzanine, third, third floor duplex and mezzanine and fourth floors, with loft mechanical areas in all respective apartments. There will be a total of fourteen (14) residential units, and four (4) parking spaces. In the cellar there will be 14 lockers and 2 storage unites.

First Floor:

Apt. 1A– A 1410.7 gross square foot residential unit comprised of a Main bedroom, one full bath, a living room and accessory storage space in the cellar. (No living, no cooking or sleeping in the cellar spaces provided).

Apt. 1B – A 985.54 gross square foot residential unit comprised of an open living space with one full bath and cellar accessory storage. (No living, no cooking or sleeping in the cellar spaces provided).

Second Floor:

Apt. 2A – A 926.5 gross square foot residential unit comprised of a main bedroom with a full bath, a closet, kitchen, living & dining area, a

sleeping loft with private bathroom.

Apt. 2B – A 699.4 gross square foot residential unit comprised of closet, a full bath, a kitchen, living room / dining room, and a sleeping loft.

Apt. 2C – A 717.1 gross square foot residential unit comprised of a kitchen, living room / dining area, a sleeping loft with a private bathroom room

Apt. 2D – A 679.4 gross square foot residential unit comprised of closet, a full bath, a kitchen, living/ dining area and a sleeping loft.

Third Floor:

Apt. 3A – A 926.5 gross square foot residential unit comprised of a main bedroom with a full bath, a closet, kitchen, living & dining area, a sleeping loft with private bathroom.

Apt. 3B – A 699.4 gross square foot residential unit comprised of closet, a full bath, a kitchen, living room / dining room, and a sleeping loft.

Apt. 3C – A 717.1 gross square foot residential unit comprised of a kitchen, living room / dining area, a sleeping loft with a private bathroom room.

Apt. 3D – A 679.4 gross square foot residential unit comprised of closet, a

full bath, a kitchen, living/ dining area and a sleeping loft.

Fourth Floor:

Apt. 4A – A 943.2 gross square foot residential unit comprised of one (1) bedroom with a closet, a full bath, a kitchen and a living room / dining room area, & storage attic.

Apt. 4B – A 793.5 gross square foot residential unit comprised of one (1) bedroom with a closet, a full bath, a kitchen and a living room / dining room area & storage attic..

Apt. 4C – A 800.4 gross square foot residential unit comprised of one (1) bedroom with a closet, a full bath, a kitchen and a living room / dining room area & storage attic.

Apt. 4D – A 728.9 gross square foot residential unit comprised of one (1) bedroom with a closet, a full bath, a kitchen and a living room/ dining room area & storage attic.

Off-site and on-site drainage will comply with the Department of Buildings Code requirements. All storm water runoff shall be collected at yard drains, gutters and shall be connected through a pipe system to the combined sewer in the city street (Union Avenue). All storm water piping to be installed as per the Approved Plans.

3. The lot is not vacant.

4. There are no streets owned or to be maintained by this property.

5. The sidewalks are concrete slabs in fair condition, and currently will be repaired or replaced as required to comply with all applicable codes.

(e) Utilities

1. WATER: Water mains exist in the city streets. Service will be provided by the City of New York, distributed through copper piping to one meter of the building. Each individual unit will pay for their water through common charges.

2. ELECTRIC: Provided by ConEdison. Each condominium unit will be individually metered and billed directly by ConEdison. A separate meter will be provided for electrical requirements for the lobby and stair lighting, exterior residential entrance lighting, operation of exhaust fans, and other common area needs and will be a part of the common charges.

3. TELEPHONE/DSL: Verizon will provide Telephone and DSL, or other telecommunication services will be provided by the unit owner, and each condominium unit will be billed directly for monthly service, as contracted for by the individual unit owner. Each residential unit will be provided with telephone jacks / connections to all rooms.

4. SEWAGE SYSTEM: There are seven (7) common waste stacks serving the residential condominium units connecting to the sewage main in the cellar level. This sewage main will connect to the public sewer line beneath Union Avenue. All costs for the sewage connection are contained within the water and sewage taxes and are paid proportionally by unit size in the common charges of the Condominium. Storm

(controlled flow on roof) discharges into the existing combined sewer located on Union Avenue.

5. GAS: Provided by Keyspan. Each condominium unit will be individually metered and billed directly by Keyspan for gas service for heating and cooking.

(f) Sub-Soil Conditions

There are 2 buildings but (1) one development one building is located on 365 Union Avenue which consists of cellar, first, second floor with a mezzanine, third floor with a mezzanine, and a Fourth floor that connects to the attic. This building contains 7 apartments. That building is considered a 4 story building, The second building if located at 367 Union Avenue and it consists of cellar, first, second that duplexes to the third floor, a fourth floor duplexes fifth floor and the sixth floor that has a connection to an Attic. This building contains 7 apartments. That building is considered a 6 story building since the duplexes are considered to be Floors.

A visual inspection of the exterior building surfaces and of adjoining buildings resulted in no evidence of uneven settling or cracks that would indicate the presence of subsurface soil instabilities. No signs of prolonged subsurface moisture were present in the test borings. Soil was found to be wet at 20' below the surface.

Test borings were taken by a licensed engineer to determine the bearing value and classification of the sub-soil. The soil should have a minimum bearing capacity of two tons per square foot, which would be sufficient to support the proposed five-story and cellar buildings. Soil borings indicated a suitable soil, consisting of a sand mixture (Classify. 7-65) at an elevation of approximately 32'-0" and 52'-0" below curb level.

There are no nearby sources of water that pose a threat of flood.

The cellar walls will be waterproofed and should have no moisture seepage. The foundation walls shall have a ¼" thick mastic waterproofing troweld on down to the base and the cellar floor slab is of 6" concrete with a 6 mil moisture barrier immediately under same.

(g) Landscaping and enclosures

All open areas will be paved with concrete, and will be pitched in order to provide adequate storm water runoff. Leaders shall collect roof runoff and ground water runoff shall be collected in drains located in areas abutting the building.

Concrete curbs and retaining walls will be installed, where required.

There will be no trees at the curb or at any juncture in front of this property. The required trees were waived by the Parks Department.

(h) Building size

When completed, the building will be approximately 70'-0" in height, measured from the sidewalk to the main roof which is permitted as per zoning resolution 23-633

Minimum base height =40'-0"

Maximum base height = 60'-0"

Maximum building height = 70'-0"

. There are no crawl spaces. There is a cellar. When completed, there will be four (4) floors, with the second and third stories having mezzanines or loft areas, and the fourth story with storage attics in the portion of the development on the 365 Union Avenue zoning lot. On the 367 Union Avenue Zoning Lot when completed, there will

be six (6) floors, with the second floor connecting to the third stories having and the fourth floor connecting to the fifth story. The fourth story with connect to a storage attics. The floor to ceiling height throughout the entire development is as follows 10'-0" for the cellar spaces, 10'-0" for the first floor, 17'-0"for the second and 17'-0" for the third in 365 Union Ave, and for the second and fourth floor in 367 Union ave. The fourth floor ceiling height will be 17'-0" the mezzanines as well as the height second and fourth floors have a height of 8'-0" with a the fourth floor in 365 Union and the 6th floor in 367 Union Avenue have a height of 12'-0" both having storage attics with a maximum attic height of 7'-11" and a minimum height of 6'-7".

There will be fourteen (14) storage lockers in the cellar, 2 tenant storages room, and 3 accessory storage facilities. (no cellar space should be use for cooking, sleeping or living). The accessory storage facilities are connected to the respective apartments as shown in plans. An electrical meter room, sewer water / gas meter room, a house trap, two (2) laundry facilities, and a parking area for four (4) cars. The mechanical rooms in each unit, where provided, shall contain space for an air handler, or one will be located on the roof.

(i) Occupancy

1. The total number of residential units in this condominium is fourteen (14).

2. The total number of residential rooms can be calculated by using the following formula:

Living/ Dining Room	= 1
Kitchen/kitchenette	= 1

Bedroom	= 1
Bathroom	= ½

b. Residential Room Count Detail:

First Floor:

Apt. 1A:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= ½
Total 3½ Rooms

Apt. 1B:
0 – Bedroom = 0
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= ½
Total 2 ½ Rooms

Second Floor:

Apt. 2A:
2 – Bedroom = 2
1 – LR/DR = 1
1 – Kitchen = 1
2 – Bathroom= 1
Total 5 Rooms

Apt. 2B:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= ½
Total 3 ½ Rooms

Apt. 2C:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
2 – Bathroom= 1
Total 4 Rooms

Apt. 2D:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1

1 – Bathroom= ½
Total 3 ½ Rooms

Third Floor:

Apt. 3A:
2 – Bedroom = 2
1 – LR/DR = 1
1 – Kitchen = 1
2 – Bathroom= 1
Total 5 Rooms*

Apt. 3B:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= ½
Total 3 ½ Rooms*

Apt. 3C:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
2 – Bathroom= 1
Total 4 Rooms*

Apt. 3D:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= ½
Total 3 ½ Rooms*

Fourth Floor:

Apt. 4A:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= 1
Total 3 ½ Rooms*

Apt. 4B:
1 – Bedroom = 1
1 – LR/DR = 1
1 – Kitchen = 1
1 – Bathroom= ½
Total 3 ½ Rooms*

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Apt. 4C:	1 – Bedroom = 1	
	1 – LR/DR = 1	
	1 – Kitchen = 1	
	1 – Bathroom= ½	
	Total	3 ½ Rooms*
Apt.4D:	1 – Bedroom = 1	
	1 – LR/DR = 1	
	1 – Kitchen = 1	
	1 – Bathroom= ½	
	Total	3 ½ Rooms*

* Apartments indicated include an open mechanical loft area for the unit owner's exclusive use only, having interior stairs within the unit.

c. Residential Room Count:

The total number of Residential Rooms in this condominium is 87.5 consisting of the following:

	Apartment #	Rooms
First Floor:		
	1A	3.5
	1B	2.5
Second Floor:		
	2A	5.0
	2B	3.5
	2C	4.0
	2D	3.5
Third Floor:		
	3A	5.0
	3B	3.5
	3C	4.0
	3D	3.5

Fourth Floor:

4A	3.5
4B	3.5
4C	3.5
4D	3.5

Total 52.0 rooms

(j) Structural System

1. EXCAVATION

a. All excavation for foundations will consist of the removal of all substances which may be encountered to reach the proper elevations for footings / grade beams. All material removed for this process will be used for backfill and grading to maintain the proper grades as set forth in the final overall site plan.

b. In general, footings and foundation walls are to be formed to determined depths based on cellar elevation, and are to be located a minimum of 4'-0" below adjacent grade.

2. FOUNDATION

a. Concrete footings to be 36" to 48" helical pile and strip. Foundation walls to be reinforced concrete 18" thick.

b. All concrete shall be in accordance with RS 10-3 of the New York City Building Code.

c. Footings to bear on soil having a bearing capacity of two (2) ton soil as determined by inspection at the site by a professional engineer or licensed architect.

d. Slab below grade to be 6" reinforced concrete with 6" x 6"- W 2.0 x W 2.0 W.W.F. Topsoil and other materials to be removed before pouring slab. Porous fill or suitable on-site material to be placed over undisturbed soil or over well compacted fills. Compacted fill to be placed in 6" layers and compacted to 95% Standard Proctor Density.

e. Concrete for footings and walls to be stone concrete with a minimum ultimate compressive strength of 3,000 PSI at 28 days. Slabs on grade to be stone concrete with a minimum ultimate compressive strength of 3,000 PSI at 28 days.

3. BUILDING STRUCTURE

a. The building structure consists of steel frame, heavy gauge metal, and bearing walls (see below) supporting steel beams with steel deck and slab (see Section 4) on all floors.

b. Certain exterior walls shall be constructed with heavy gauge metal studs with Gold bond gypsum board with a water proofing membrane and metal panels as per the approved plans, the building will comply with minimum requirements of the N.Y.C. Earthquake Code.

c. Inside surface of masonry wall to be furred out with 2½" metal studs spaced 16" on center with 5/8" gypsum board screwed to studs. Insulation to be provided between metal studs with 3½" full thick fiberglass insulation (R-11). All non-rated partitions to be 2½" or 3 5/8" metal studs or equal.

d. Walls at building sides will be constructed from a 2-hour rated, panelized wall that would be constructed from a heavy gauge metal stud construction and will construct the elevator shafts and stair shafts throughout the entire building.

e. Poured concrete load bearing will construct the perimeter walls in the cellar, and 8" Concrete masonry wall with Dur-O-Wall steel ties every 16" on center will be used for the wall at the independent storage unit and the elevator machine room, and the stair shaft in the cellar. The walls will also be reinforced vertically and horizontally with metal re-bar as per approved plans, to comply with minimum requirements of the N.Y.C. Earthquake Code.

f. The windows in the building will be all new painted metal clad with insulated thermal double glazed, plain, frosted, and spandrel glass as noted on Architect's Window Schedule. These windows are placed in the following locations:

All windows to be thermal break as per minimum requirements of New York State energy Code. These windows are warranted against failure or defect for three (3) years.

Balcony doors shall be of painted metal construction, swinging type as per above. The average air infiltration is 0.15 cubic feet. All windows and doors will be weather stripped (from factory) and caulked. Windows and balcony doors will be covered by the building's warranty.

There are no lot line windows in neither of these 2 buiildings

4. FLOORING, EXTERIOR WALLS AND PARAPETS

The flooring system for all main floors will consist of steel joists and oak hardwood

flooring or approved equal. The flooring system for the loft / mechanical areas will consist of steel joists with hardwood flooring in the open areas and tile in the mechanical rooms, or approved equals, placed over X" plywood screwed onto 5/8" fire-rated Dens Deck gypsum board, screwed onto heavy gauge corrugated metal deck. The exterior walls of the building will be a combination of metal studs with 5/8" gypsum board inside, fiberglass batt insulation providing an R-value of 19, exterior DensGlass Gold gypsum board sheathing, and a metal / glass exterior finish at the front at the front and rear façades. Concrete masonry units will be used for the portion of walls constructed along the party walls of adjacent buildings. Any parapets on the building will be 4'-0" high with heavy gauge metal studs, concrete masonry units, gypsum board, and metal finish.

5. CHIMNEY, MECHANICAL ROOM FRESH AIR INTAKE DUCTS AND VENITLATION

a. Chimney flues to be an approved type "B" chimney by "Amerivent" flue constructed of insulated metal (or approved equal), enclosed with a two-hour rated partition, with an approved type anti-down draft gas vent cap. Top of flue to be a minimum 3'-0" above any part of roof within 10'-0" of flue. Flues to be flashed at roof penetration. All chimneys and flues will be of insulated metal wall and will be of new construction.

b. One (1) fresh air inlet duct. Ducts to be fire rated as per N.Y.C. Building Code. All ducts to be a minimum of 28 gauge. All ducts to terminate at outside air.

6. FIRE STAIRS OF BUILDING

a. Interior stairs shall be factory assembled with 1" thick x 36" wide x 11" deep metal pans / concrete treads, with an 8" steel channel stair stringer, with closed risers. Construction will be metal pan, with steel reinforcing welded to stringer and screwed to underside of treads. Steel stringer shall be connected to finished floor, and welded to steel framing of landing at top of stair.

b. Handrails for stair and railings around stairwell to be of steel construction for stairs within apartments and of childproof design, and minimum 2'-8" high, but the railing in this project shall me 2'-10" high

7. GARAGE AND PARKING

a. The garage in 365 and 367 Union Avenue will contain 2 spots each resulting in 4 spots for the entire development.
b. The walls in the garage will be painted , and the lobby can be accessed though a custom copper door which has a custom industrial lock.
c. The floors will be poured concrete with toweled finish.
d. There will be fluorescent lighting in the garage.
e. there will be 1 floor drain in the garage for 365 Union Avenue and another for 367 Union Avenue which results in 2 for the entire development.
f. Parking that is located on the first floor will not be dedicated to any specific apartment. They will be sold separately.
g. There are no handicap parking spots required therefore none provided.

8. INTERIOR DOORS AND FRAMES

a. Swing type interior unit doors will be hollow core pressed wood doors on wood frames with painted finish. These will be typical for all rooms and are not labeled doors and are not fireproof.

b. Closet doors will be hollow core, bi-fold type and in wood frames. They have no label and are not fireproof. Bathroom doors shall be ¾" undercut.

c. Cellar stair doors, and interior unit boiler and utility room doors will be self closing, hollow metal on metal frames by KD Doors or approved equal, and will be Class 'A' one and a half (1½) hour fire-rated.

d. Hardware for doors as follows by Kwikset or equal:

Location	Type
Interior Unit Entry doors	Mortise Lock
Interior Unit Bedroom doors	Passage
Interior Unit Closet doors	Passage Interior
Unit Bathroom doors	Privacy

9. INTERIOR PARTITIONS

a. Partitions separating apartments from stair hall and other apartments shall be one (1) hour fire-rated walls (as per approved plans) and shall be 3 5/8" metal studs spaced 16" on center with two layers of 5/8" gypsum board type "X" on one side and one layer of 5/8" gypsum board type "X" on other side, with three (3) 2" glass fiber sound insulation between studs. STC rating (sound transmission rating) = 50.

b. Partitions enclosing ducts shall be of metal stud construction with two (2) layers of 5/8" gypsum board type "X" each side (minimum one (1) hour rated).

c. All other partitions within apartments to be 2½" and 3 5/8" metal studs spaced 16" on center with 5/8" gypsum board on each side (non fire-rated) or approved equal.

d. All partitions in bathrooms to receive water resistant gypsum board.

e. All partitions in cellar are of non-combustible construction (2½" metal studs or approved equal).

10. BALCONIES

a. Balconies to be of steel deck and concrete construction (4" concrete slab) with steel beam framing. Balcony guardrails to be 3'-6" high decorative aluminum, glass, or wrought iron rails, of childproof design.

b. Exterior doors to balconies to be swinging patio type doors with integral weather stripping. Doors to comply with the New York State Energy Code. Balcony Doors are to have Omnia Industries Hardware package or equal approved alternative.

11. EXTERIOR ENTRANCES

a. Front entrance doors to building / residential units to be swing type of steel, construction with integral weather stripping or approved equal, and shall have a minimum of twenty (20) square feet of glazed area. Doors are to be fitted with a cylinder lock. Doors are to comply with New York State Energy Code.

Interior residential unit entrance doors are to be swing type of steel, aluminum or fiberglass construction with integral weather stripping or approved equal, primed and painted, fitted with a cylinder lock, and equipped with a door chime with an approved type peephole and chain guard. Doors are to comply with

New York State Energy Code. There are no separate service entrances to the building.

b. Mailboxes will be provided in the entrance lobby area, in accordance with US Postal Service Rules and Regulations. Mailboxes shall be US Postal Service approved cluster type boxes (or approved equal).

c. Entrance lighting, interior and exterior will be provided per N.Y.C. Building Code requirements. Lighting shall be installed adjacent to building entry doors. Fixtures to be provided and selected by Sponsor to meet requirements of the N.Y.C. Building Code.

12. ROOFS

a. Roof to be constructed as follows: steel rafters (see Plans for size) with 5/8" Dens Deck or equal, "Grace" water shield waterproofing membrane with concrete pavers on pedestals as needed for walking surfaces and roof terraces. The undersides of steel beams to be covered with 5/8" gypsum board, type "X" or approved equal.

b. Except for a change in material as per the Architect's drawings, this roof will carry a 15-year manufacturer's warranty. The expected useful life is twenty (20) years (with a one (1) year guarantee by the Sponsor).

c. Additional fiberglass batt insulation will be provided between the finished ceiling and underside of the roof to provide an R-value of 30.

d. All penetrations of chimneys, ducts, pipes, *etc.* to be properly flashed with

aluminum type flashing.

e. Metal work at roof will be aluminum type for base and cap flashing at masonry wall at roof and for gutters.

f. The roofing material will be concrete pavers on a pedestal system at walking surfaces and roof terraces on a two ply-built up roofing on a corrugated metal deck with tapered insulation. There will be roof retention drains on all roof terraces.

g.

Only the fourth floor apartments with have privilege to access the roof terrace. (No divisions, fences or partition will be implemented)

13. There are two (2) means of egress via internal fire stairs, and an elevator from each floor since the building is of fireproof construction and 70'-0" tall. All floors egress through the internal fire stairs. These metal pan stairs with concrete treads are completely non-combustible and lead through a corridor on the ground floor directly to the front of the building or through the lobby. All interior fire stair doors metal clad with hollow metal frames. All stair doors are 1 ½ hour fire rated FPSC doors.

14. There is no required rear yard on the property, however, a court is implemented which provides outdoor space Units 1A and 1B. The court will have concrete pavers on a pedestal system as the finished floor material, as well as grass. There are no front or side yards.

15. All copings as will be aluminum to match the building windows materials.

16. The foundation walls are sufficient to carry a building of this type. There are no signs of settling, cracking or bulging from the existing adjacent buildings.

17. The ceilings of the cellar are gypsum board, intended to provide required fireproofing. The walls are masonry or concrete. The floors of the cellar are concrete. All public halls will have non-slip material as the finished floor.

18. The window lintels for all windows are either painted metal, or steel. The front façade will be metal panels and / or glass attached to a steel frame wall. All exterior masonry surfaces after laying up will be cleaned as part of the construction project once construction is completed and prior to closing.

19. There is an existing building on the site, to be demolished.

20. There are no existing surfaces which pose a threat of lead paint.

(k) Interior Finishes and Auxiliary Facilities

1. The finishes for the kitchens are as follows;

   a. The countertops will be granite;

   b. The cabinets will be Tree frog gray oak veneer;

   c. The floors will be Tree frog gray oak veneer;

   d. The sink will be stainless steel Blanko sink

   e. There will be a stainless steel Bosche down draft

   f. There will be a stainless steel Watermark faucet.

   g. Builder to provide stainless steel microwave drawer and will be sold as a part of

the apartments. No additional cost will be charged for this appliance

h. Refrigerator will be a stainless steel Leighber refrigerator will be sold as a part of the apartments. No additional cost will be charged for this appliance

2. Builder will not supply stackable washer/dryer units in laundry facility in the cellar but will provide connections for same as required by N.Y.C. Building Code.

3. The finishes for the living areas are as follows:

   a. The floors will be oak hardwood flooring or approved equal on main level;

   b. The interior unit stairs to the loft / mechanical area will be steel frame with steel steps;

   c. The floors on the loft / mechanical room level will be tile flooring or approved equal, with an area drain in the mechanical room; and will be oak hardwood flooring or approved equal in the open area.

   d. The interior doors will be flush painted solid core wood throughout.

4. The finishes for the master bathrooms are as follows:

   a. The floor tile will be upgraded textured ceramic tile and partial walls;

   b. The vanity will have a granite countertop with wood (solid or veneer) cabinets;

   c. The sink will be a Kohler or approved equal ceramic oval;

   d. The bathtub will be a fiberglass whirlpool bathtub;

   e. The toilet will be an American Standard or approved equal toilet with elongated toilet bowl (where possible).

5. The finishes for secondary bathrooms are as follows:

   a. The floor tile will be upgraded textured ceramic tile;

   b. The sink will be a Kohler or approved equal pedestal sink;

   c. Toilet will be a Kohler or approved equal toilet with elongated toilet bowl where possible.

6. Laundry Facilities

   There is a laundry facility in the cellar which will have connections to accommodate a gas stacked washer / dryer unit, to be supplied by others. The laundry facility will provide a connection to ducts running to a common roof fan for exhaust ventilation as per N.Y.C. Building Code. Ventilation for dryers shall consist of individual 4" diameter duct of minimum 28 gauge steel, secured to mechanical exhaust outlets from dryers. All ducts shall terminate at outside air.

7. Miscellaneous finishes:

   a. Screens for windows

   b. Cellar floor will be used for laundry facilities, storage facilities, meter rooms and building utilities, and shall have a broom swept concrete finish.

   c. All living rooms, dining areas, kitchens, hallways, bedrooms, bathrooms and closets as well as loft / mechanical areas will be provided with primed and painted gypsum board walls and ceilings.

   d. The internal fire stairs and landings will have concrete floors, painted gypsum board walls and painted gypsum board ceilings.

e. The floor of the building lobby will have textured ceramic tile, granite or slate finish. The walls will be painted gypsum board walls and painted gypsum board ceilings.

f. The internal residential unit doors will be steel entry doors with integrated bell and peephole, primed and painted, and equipped with a chain guard. The entry doors to the building and lobby will be steel or aluminum frame – storefront type.

g. The cellar meter and mechanical rooms will have concrete floors, unfinished block with primed and painted gypsum board walls and painted gypsum board ceilings.

h. Storage closets will have steel frame and chain link or wire walls.

(l) Plumbing and drainage

All domestic water, fire protection, gas, storm drainage, waste and vent piping will be new as described below.

1. Water Supply

A 4" diameter metered or iron pipe providing common sprinkler/ domestic water supply for the building will be connected to the New York City street main on Union Avenue. Service for all apartment and area is metered in the cellar and will be a part of the common charges. All water connections to each residential unit will comply with the City of New York requirements.

Water service piping within the property line shall be of type "K" copper tube. Water distribution system piping shall be of hard temper type "L" copper tube

above grade only.

2. Fire protection system

   a. One 4" diameter metered combined sprinkler/ domestic or ductile iron fire line connected to the New York City street mains on Union Avenue for sprinkler and domestic water services. A sprinkler Siamese is provided. Check valve with bypass meter are installed in the cellar. Residential occupancy type hazard sprinkler heads are located throughout the building.

   b. Off-site hydrants are located in the city streets along the curb for fire protection.

   c. Automatic sprinklers are provided throughout the entire building, as required by the Building Code. The system shall consist of iron piping or as approved per New York City Department of Buildings and approved type sprinkler heads as per approved plans.

3. Water storage tanks and enclosures.

   Boiler rooms will be located on roof

4. Water pressure is provided by adequate pressure from the street as required by The New York City Building Code.

5. Sanitary sewage system

   The Sanitary Sewage System for the condominium will consist of one (1) per building common no-hub cast iron waste stacks serving the building in the front of the building connected to New York City Building Code minimum approved sized sanitary house drains located under the cellar floor to a common house trap and then

fed through the sanitary main into the public combined sewer beneath Union Avenue. The waste stacks are cast iron, 'no hub'; plumbing pipes to be 4" soil and 4" vent; house drain to be 6"; trap to be 6"; outside house drains to be a minimum of 6", all complying with the New York City Building Code. There is one sewage ejector pump in the cellar.

6. Permits

See item (s) below.

7. Storm drainage system

The building covers approximately 65% of the lot at the first floor, and 65% of the lot on subsequent higher floors. There are drains from all roof terraces connected to the storm drain. The storm water run-off of the site will be collected in the yard drain and roof leader and will drain into the storm drain, which in turn will be connected to the existing combined sewer located in the public street, all in accordance with plans approved by the City of New York and the Department of Water Resources. Storm flow will be controlled through a controlled flow drain system. The stair roof drains to a roof retention drain, which drains to aluminum down spouts.

(m) Heating

1. Heating system for individual units will be provided by a gas-fired high efficiency hot water boiler via hot water coil in the a/c air handler units the distributed by ductwork, registers, diffusers throughout the apartments. The temperature will be controlled by an

indoor thermostat. This system will maintain an inside temperature of 72° F. with an outside temperature of 0° F. with an allowance of 3° F. swing.

Domestic hot water will be provided by same heating boiler (see above).

(n) Cooling

1. The cooling system for individual units will be provided by split type a/c system. The condensing units will be located on the roof, and the air handler units will be located within each unit. Air distribution will be provided by ductwork, ceiling diffusers and registers throughout the apartments. Below are the model numbers and capacity:

AIR HANDLER	MODEL	COOLING CAPACITY	HEATING CAPACITY	APPROVAL
York	AHP30	30,000 BTU	70,000BTU	MEA. 170-96-E
York	AHP36	36,000 BTU	70,000BTU	MEA. 170-96-E

CONDENSING UNIT	MODEL	COOLING CAPACITY	APPROVAL
York	H4TS030	30,000 BTU	MEA. 409-99-E
York	H4TS036	36,000 BTU	MEA. 409-99-E

2. The cooling unit will be sufficient to maintain **74° F**, within the dwellings when the outside ambient temperature is 95° F.

(o) Gas supply

8. Natural gas from Keyspan for space heating, hot water and cooking.

9. Units are individually metered (for cooking and gas dryers). The meters are located in the cellar.

10. Piping for gas shall be black iron type and pressure tested within the requirements of the New York City Plumbing Code.

((q) Ventilation

1. Kitchen: Kitchen ventilation will be provided as per required applicable Building Code Section. There will be individual recessed fans within the kitchen connected to a common exhaust stack and terminated by a gravity ventilator on the roof (wind induced).

2. Bathroom: Bathroom ventilation will be provided as per required applicable Building Code Section. There will be individual recessed fans within the bathrooms connected to a common exhaust stack and terminated by a gravity ventilator on the roof (wind induced).

3. Ventilation systems to be manufactured by "Penn" or approved equal with a minimum capacity of 50CFM for bathrooms and toilets.

(r) Electrical system:

1. SERVICE

Main building electric service is 4 wire, 3 phase 120/208V from Con Edison, 300Amps (for each building). Switchgear will be located in the cellar with individual metering, plus an additional meter for common building electrical uses.

The electric system described above is fully adequate for modern usage. The 100Amp/120/208V, 3 wire, 30-pole panel with a minimum of at least twelve circuits are provided in each apartment. This is adequate for the build-out of a modern

residential dwelling.

a. The electrical system shall be sized and laid out within the requirements of the New York City Electrical Code. All circuits are to be provided with circuit breakers as protective equipment.

b. Meters to be located in the cellar of the building, subject to the approval of the utility company. Ultimate placement to comply with utility company requirements.

c. Only copper wire shall be used (u.o.n.).

d. Switches and receptacle as per N.Y.C. Code.

e. No ceiling fixtures in bedrooms (switch wall receptacles).

f. Lighting circuits protected by 15 AMP breaker.

g. Utility outlets protected by 20 AMP breaker.

h. No. 12 BX wire and No. 14 BX wire as per N.Y.C. Code.

i. Outside fixtures shall be waterproof type.

j. Separate circuits for heating.

k. Intercoms and bell systems per apartment shall be of low voltage (24 volts).

l. Average number of circuits per apartment shall be twelve (12).

Service per apartment: Single phase- 220 volts- 100Amps.

m. **367 Union Avenue** - House panel for common electrical usage: 225Amps/120/208V, 3-phase,4 wire.

n. **365 Union Avenue** - House panel for common electrical usage: 100Amps/120/208V, 3-phase,4 wire.

2. WIRING

All wiring to be copper BX Cable approved type, all in accordance with the requirements of the New York Board of Fire Underwriters.

Square 'D' company or equal with a protective metal panel box will construct all wire protective equipment. All piping or ductwork to be in galvanized pipe.

3. OUTLETS AND LIGHTING FIXTURES

Each residential unit is provided with 100-amp circuit breaker panel, and the minimum number of convenience outlets and light fixtures required by the New York City Building Code.

All electrical wall outlets are duplex receptacles. In all rooms where there are no ceiling fixtures, one duplex outlet will be wired to a switch. All fixtures in each unit will be as per Builder's Fixture Samples. Lighting fixtures are to be located in the following areas: in ceiling kitchen, dining area, hall areas, walk-in closets, boiler rooms and utility rooms. Wall brackets will be provided in bathrooms and toilets and outside the front entrance door.

LIGHTING FIXTURES are provided as follows:

Location	Make
Front entry of building	Progress, P5684-31 or equal100 watt incandescent cast wall lantern.
Common hallways stairwells	Lightolier Model 6790 or equal and 32 watt circline fluorescent with white Lexan diffuser.

Bathroom Wall Mounts Progress, Model P3015-30 or equal (2) 60 watt incandescent.
Bedrooms Progress, Model P4961 or equal.
Kitchen Lightolier Model 5240 or equal 32 watt and 40 watt circline Fluorescent with white Lexan diffuser.

Apartment Foyer	Progress, Model P3750-10 or equal, 60 watt incandescent.
Balcony	Progress, Model P5602 or equal, 60 watt incandescent.

Light fixtures provided will be incandescent exposed lamps in a ceramic base and include one (1) in the foyer, one (1) in the bathroom, one (1) in the kitchen, and one (1) in any walk-in closets, mechanical rooms or hallway spaces.

PUBLIC AREA LIGHTING

Adequate fluorescent lighting as required by the New York City Building code will be provided outside the residential entrance, inside the lobby, at each landing inside the fire stairs, and any other common building space. Fixture model chosen and installed by builder in accordance with N.Y.C. Electrical code.

Individual unit owners are responsible for having any additional lighting, and power, as needed.

4. METER

Each unit will have its own electric meter and get its own bill. Common electric

meter for the building and meters for the dwelling units are to be located in the designated cellar meter room.

5. SAFETY AND WARNING DEVICES

Hard-wired combination smoke & carbon monoxide detectors will be provided on each level of each unit, and installed as per Local Law 62/81 and R.S. 17 and as per Section 28-02 of the New York City Building Code.

Emergency lighting with battery back up will be provided in all fire stairs and in the building lobby.

6. TELEVISION RECEPTION AND HIGH SPEED INTERNET FACILITIES

Each residential unit will be provided with cable television wiring and jacks to all living areas. Each residential unit will be wired to be ready to accept high speed DSL or Cable Internet access.

7. INTERCOMMUNICATION AND SURVEILLANCE SYSTEM

A TV voice / video intercom system with ability to trigger an electronic door lock on the lobby door will be provided to each unit. TV surveillance cameras at several locations of building and exterior will be provided by sponsor.

8. CERTIFICATE

Certificate of Compliance to be obtained for the electrical work from the City of New York, Bureau of Electrical Control.

i. <u>Plumbing & Drainage:</u>

In accordance with hydrant flow test performed by the D.E.P. on 4/20/06. Residual pressure is 48psi and static pressure is 49psi when 500gpm was flowing from the hydrant.

(r) PLUMBING FIXTURES

a. Bathroom vanities (21" or 24") to be manufactured by Yorktown or equal.

b. All plumbing fixtures by American Standard or approved equal:

Item	Model	Material
Toilet	Toto MS864114	Vitreous China
Basin	Nameek's, Art. 8025	Vitreous China
Kitchen Sink	Houzer , MC-3210SR	Stainless steel
Tub	Neptun, Zen 3260	fiberglass
Shower Stall	By Sponsor	High Gloss Acrylic

KITCHEN CABINETS AND FIXTURES:

Kitchen cabinets shall be custom designed by the interior designer and installed by a licensed carpenter. Wood veneers for kitchen base cabinets shall be provided by Tree Frog Veneer or equal. Veneers for kitchen top cabinets shall be provided by 3-Form or equal.

Kitchen counter tops on one side shall be Ceaser stone quartz surface, and the other side shall be stainless steel. Backsplashes shall be stainless steel tiles.

Door pulls shall be Omnia industries, Model #722, Stainless Steel.

All kitchen fixtures supplied by builder to be as follows:

ITEM	BRAND NAME AND MODEL
WALL OVEN	BOSCH Model #HBL504, Stainless Steel
DOWNDRIFT	BOSCH, Model #HBL504, Stainless Steel
COOKTOP	BOSCH Model #NGP74, Stainless Steel
DISHWASHER	BOSCH Model #NGT745UC, Custom Panel

REFRIGERATOR	LEIBHERR Model #BNES2966, Stainless Steel
MICROWAVE DRAWER	SHARP, STAINLESS STEEL
FAUCETS	WATERMARK, Model #PAI-78-558,
Stainless Steel.	
KITCHEN SINK	BLANCO, Model #501-104, Stainless Steel
UNDERCABINET	GULL LIGHTING, Model #XT Task Disk
LIGHTING	Finish: Eurotech

(s) Permits

Before starting any work, builder to obtain a work permit from the Department of Buildings, City of New York. The following permits are required for the completion of the project, and will be obtained in the course of the work:

- General Construction permit (including HVAC and structural)
- Plumbing
- Sprinkler
- The N.Y.C. Department of Buildings has jurisdiction over the above (3) permits.
- Boiler
- Curb, sidewalk and paving

The Department of Buildings will have jurisdiction over the above permits.

(t) Inspections

Builder to retain the service of an architect or engineer for controlled inspections on mechanical ventilation, firestopping, drywell installation, soil percolation, reinforcement of masonry walls, and concrete; all in accordance with the requirements of the New York City Building Code.

The N.Y.C. Department of Buildings will inspect and sign off on all general

construction work. The HVAC and structural work will be inspected and signed off by architects or engineers licensed in the state of New York. The sprinkler, plumbing and boiler work will be signed off by installers so licensed in the City of New York.

(u) Violations

As of the date of this report, there are no violations against this property from the N.Y.C. Fire Department. As of the date of this report, there are no violations against this property from the N.Y.C. Department of Highways. As of this date of this report, there are no open ECB violations against the property.

(vi) Unit information

The condominium will consist of fourteen (14) residential condominium units. All required maintenance that may be needed for each unit shall be provided by that unit owner. Condominium units each of varying size and design, as designated on the floor plans provided.

The physical dimensions of each Residential Unit consists of the area enclosed horizontally by the exterior surface of the front, rear and side walls of the building, as well as ½ of all walls shared by either public and private spaces. Vertical divisions of the Residential Units shall consist of the upper face of the sub floor of the Residential Unit, up to the unexposed side of the gypsum board forming the ceiling for that unit. Doors and windows that open from a Residential Unit an interior wall of a Residential Unit shall be deemed to be part of the Residential Unit.

First Floor

Unit	Cellar (Sq. Ft.)	Main floor (Sq. Ft.)	Loft Area (Sq. Ft.)	Bulkhead (Sq. Ft.)	Yard (Sq. Ft.)	Balcony / Terrace (Sq. Ft.)	Lockers (Sq. Ft.)	Total (Sq. Ft.)
1A	735.3	661.0	~	~	409.6	~	14.4	1820.3
1B	263.89	442.54	~	~	504.9	~	10.8	1222.13
Total Gross Sq. Footage								3042.43

Total stairs, parking, lobby, elevator, corridor, ramps – 1297.5 square feet

Second Floor

Unit	Mezzanine Balcony (Sq. Ft.)	Main floor (Sq. Ft.)	Loft Area (Sq. Ft.)	Bulkhead (Sq. Ft.)	Yard (Sq. Ft.)	Balcony/ Terrace (Sq. Ft.)	Lockers (Sq. Ft.)	Total (Sq. Ft.)
2A	46.2	689.5	237.0	~	~	50.4	6.4	1029.5
2B	84.86	546.4	153.0	~	~	65.08	9.3	858.64
2C	~	520.5	196.6	~	~	~	6.8	723.9
2D	35.7	516.8	162.6	~	~	~	9.3	724.4
Total Gross Sq. Footage								3336.44

Total stairs, lobby, elevator, corridors – 545.087 square feet

Third Floor

Unit	Mezzanine Balcony (Sq. Ft.)	Main floor (Sq. Ft.)	Loft Area (Sq. Ft.)	Bulkhead (Sq. Ft.)	Yard (Sq. Ft.)	Balcony/ Terrace (Sq. Ft.)	Lockers (Sq. Ft.)	Total (Sq. Ft.)
3A	46.2	689.5	237.0	~	~	50.4	6.6	1029.7
3B	84.86	546.4	153.0	~	~	65.08	10.2	859.54
3C	~	520.5	196.6	~	~	~	7.0	724.1

3D	35.7	516.8	162.6	~	~	~	10.4	725.5
Total Gross Sq. Footage								3338.84

Total stairs, lobby, elevator, corridors – 545.087 square feet

Fourth Floor

Unit	Cellar (Sq. Ft.)	Main floor (Sq. Ft.)	ATTIC (Sq. Ft.)	Bulkhead (Sq. Ft.)	Yard (Sq. Ft.)	Balcony / Terrace (Sq. Ft.)	Lockers (Sq. Ft.)	Total (Sq. Ft.)
4A	~	689.5	253.7	~	~	49.58	14.4	1007.18
4B	~	546.4	247.1	~	~	29.9	10.2	833.6
4C	~	520.5	279.4	~	~	~	15.2	815.1
4D	~	516.8	212.1	~	~	~	11.4	740.3
Total Gross Sq. Footage								3396.18

Total stairs, lobby, elevator, corridors – 818.787 square feet

TOTAL RESIDENTIAL – 13259.59 square feet

(w) Miscellaneous

1. Elevator and Elevator Cab

2. The 367 Union Ave (6 story) building is served by and is required to have an elevator and easement was filed and recorded to allow the 365 Union Building to use the 367 Union elevator. The elevator cab will be provided by KONE. The interior will be stainless steel. There will be a passenger elevator by KONE with a capacity of 2000 pounds, speed of 150 FPM, Code a-1711 1996, a hoist motor of 5.2 hp. The elevator will stop on the cellar, first, second, third and fourth floors.

The Elevator Cab canopy is 16 G.A. stainless steel. There will be a stainless steel suspended ceiling with halogen lighting. Cab walls will be 20 GA #4 stainless steel. The sill

will be aluminum. The side and rear handrails 1 ½" #4 stainless steel

The floor will be ½" 20 lbs/ ft sq. ft. ceramic finish.

An emergency light will be provided.

Skylights.

There will be skylights provided on the roof of the attic of apartment 4a and the attic of apartment 4c. There will be venting skylights provided as per the NYC Building Code on the roof of the stair bulkheads. The attic skylights are to be custom aluminum frame with wired glass glazing. The skylight of the bulkheads will be custom frame venting skylight with wired glass and welded wire fabric above and below.

3. The building is not served by or required to have an incinerator.
4. The building is not served by or required to have Fire escapes.
5. The building is not served by tennis courts, playgrounds or other recreation facilities
6. There are no swimming pools allowed, or provided.
7. Handicapped Accessibility- All residential spaces in the building including elevator have been designed for handicap adaptability, all in accordance with Local Law 58 and the N.Y.C. Building Code. A handicap accessible route is provided from the main entry.
8. All common areas are heated by electric cabinet heaters, and will be a part of the common charges.
9. (x) Asbestos Disclosure

This statement is to disclose that there will be no asbestos made products, partially or in whole, specified for the construction of this condominium as per approved plans.

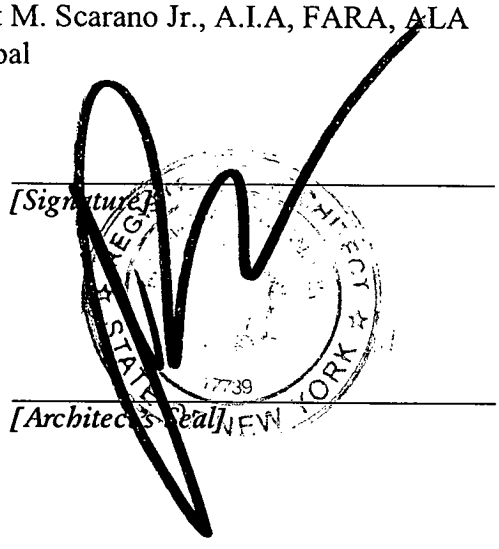
(y) Certification

The building and units will be constructed in accordance with the N.Y.C. Building

Code and all Regulations of the City of New York, the N.Y.C. Zoning Resolution, New York State Energy Code and any other applicable authority, and in accordance with the plans and specifications filed with the Department of Buildings. With reference to the preparation of such material, the Sponsor consulted with the registered architects who prepared the plans and specifications.

The Sponsor will obtain from the N.Y.C. Department of Buildings a Temporary Certificate of Occupancy and then a Final Certificate of Occupancy for the proposed work. The Department of Air Resources will issue a Certificate of Operation for all boilers. There are no specific certificates for the plumbing and sprinkler work. The Bureau of Electrical Control will issue a certificate for completion of the electrical work.

Robert M. Scarano Jr., A.I.A, FARA, ALA
Principal



[Signature]

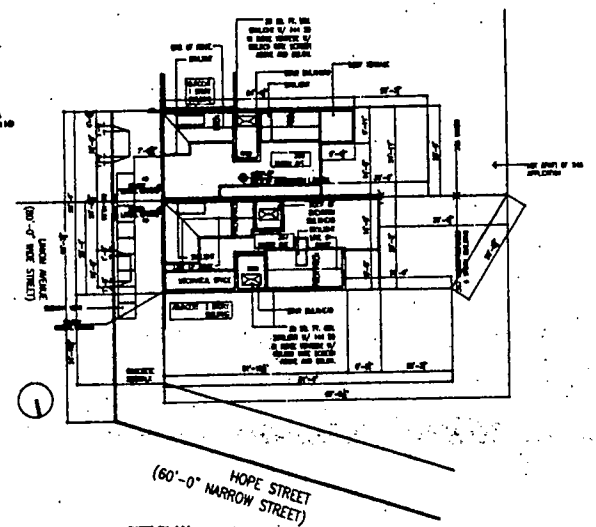
[Architect's Seal]

ZONING ANALYSIS

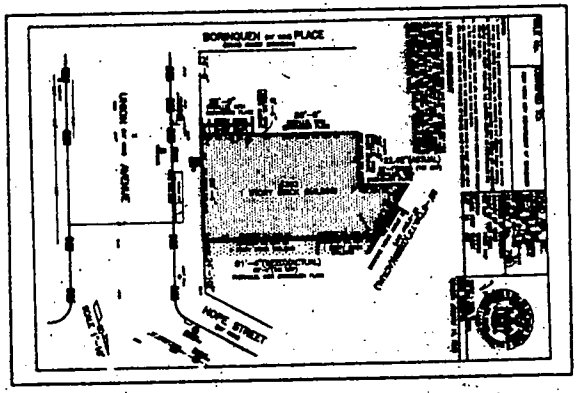
ZONING ANALYSIS

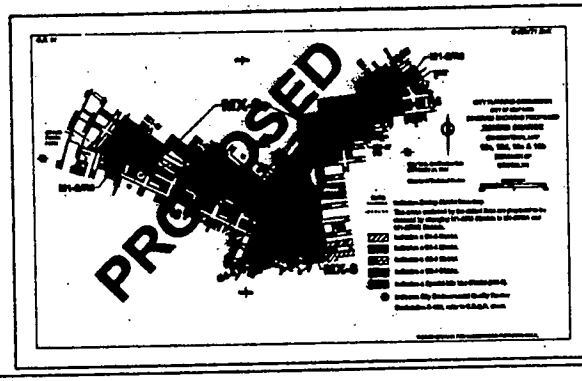
555 UNION AVENUE - ZONING COMPUTATION			
	GROSS	DEDUCTIONS	ZSF/MIR
CELLAR	1875	1875	0
1ST	1214.21	651	563.21
2ND	1214.21	30.7	1183.51
2ND MEZZ (F.P.)	351	26	325
3RD	1214.21	30.7	1183.51
3RD MEZZ (F.P.)	351	26	325
4TH	1214.21	30	1184.21
5TH	484.21	484.21	0
PENTHOUSE	113	113	0
TOTALS	7585.756	3160.5	4425.25

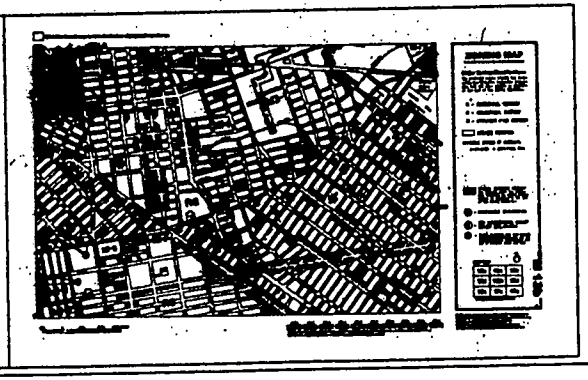
557 UNION AVENUE - ZONING COMPUTATIONS			
	GROSS	DEDUCTIONS	ZSF/MIR
CELLAR	2264.305	2264.305	-.10-04
1ST	1451.4	806.41	644.79
2ND	1452.4	76	1376.4
THIRD FLOOR	1452.4	76	1376.4
4TH	1452.4	76	1376.4
5TH	1452.4	76	1376.4
6TH	642.4	45	596.4
PENTHOUSE	113	113	0
TOTALS	10830.305	3534.705	7295.6



1 SITE PLAN
1/16" = 1'-0"







CONTROLLED INSPECTION
N.T.S.

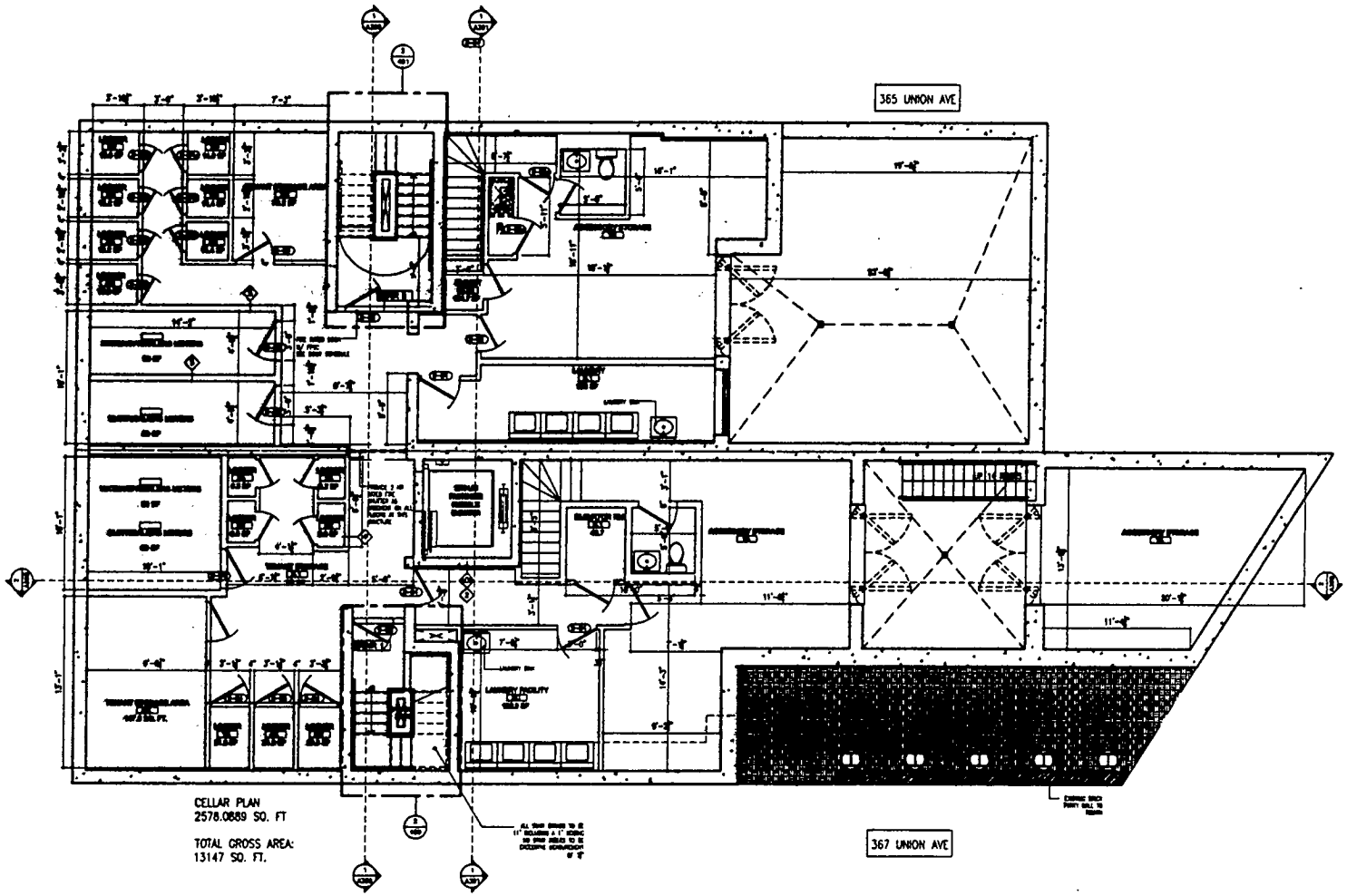
BOARANO & ASSOCIATES
ARCHITECTS

555, 557 UNION AVENUE
BROOKLYN, NY 11211

555 UNION AVENUE 3021778339
557 UNION AVENUE 3021778340

ZONING ANALYSIS
ZONING MAPS
SITE PLANS

ISSUED	08.2006
SCALE	AS NOTED
DRAWN	DOW
JOB	28103
SHEET	A-001



1 CELLAR FLOOR PLAN

SOARMID & ASSOCIATES ARCHITECTS

365, 367 UNION AVENUE
BROOKLYN, NY 11211

CELLAR PLAN

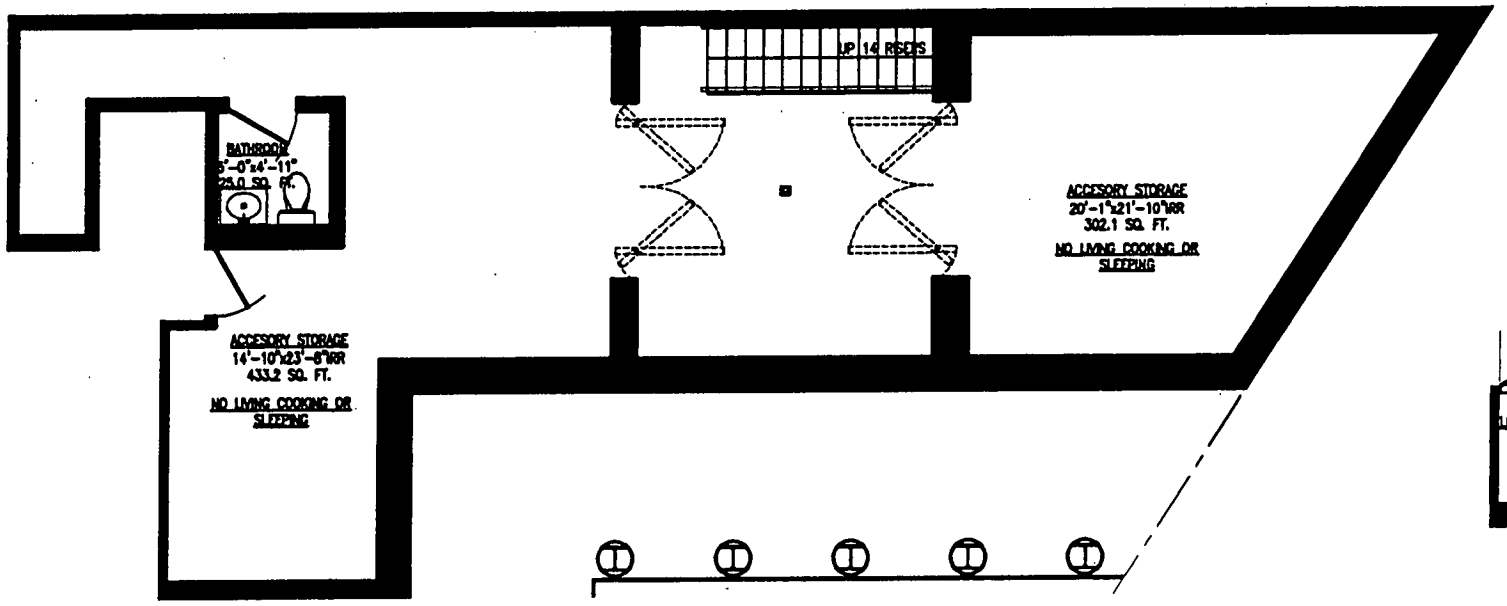
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ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

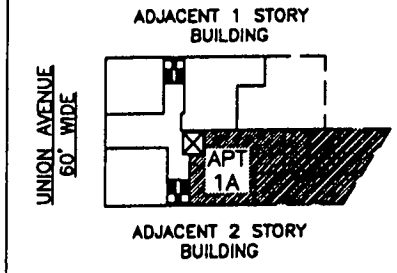
APT 1A
AREA: 1410.7 SQ.FT.

0 1 2 5 10FT

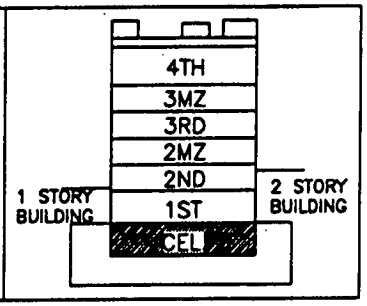
N



KEY PLAN



KEY SECTION



APT 1A ACCESORY STORAGE: CELLAR	
GROSS AREA:	881 SQ.FT.
CIELING HEIGHT:	10'-0"

LOCKER 1A	CELLAR
GROSS AREA:	14.4 SQ.FT
CIELING HEIGHT:	10'-0"

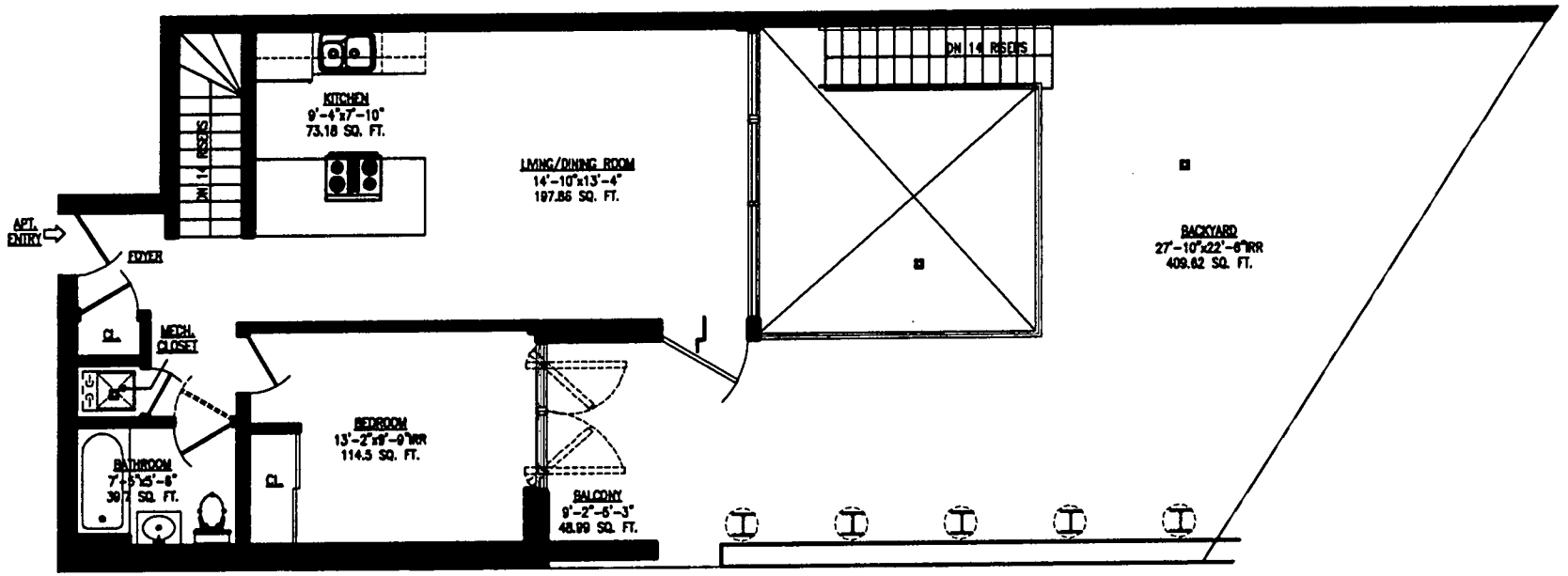
DW/AO	RMS	APT 1A-CELLAR	04/12/06
SCARANO ARCHITECTS, PLLC 110 York Street, 6th Floor, Brooklyn, NY 11201 Tel. 718 858 0900 Fax 718 858 0100		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	job # 29103 scale GRAPHIC dwg # RE-02

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

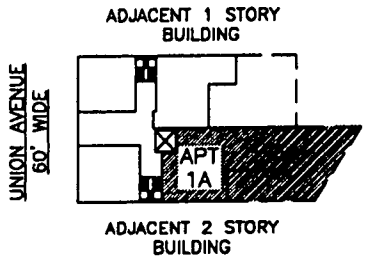
APT 1A
AREA: 1410.7 SQ.FT.

0 1 2 5 10FT

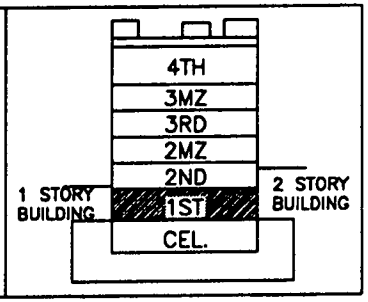
N



KEY PLAN



KEY SECTION



APT 1A	1ST FLOOR
GROSS AREA:	661.0 SQ. FT.
CIELING HEIGHT:	10'-0"

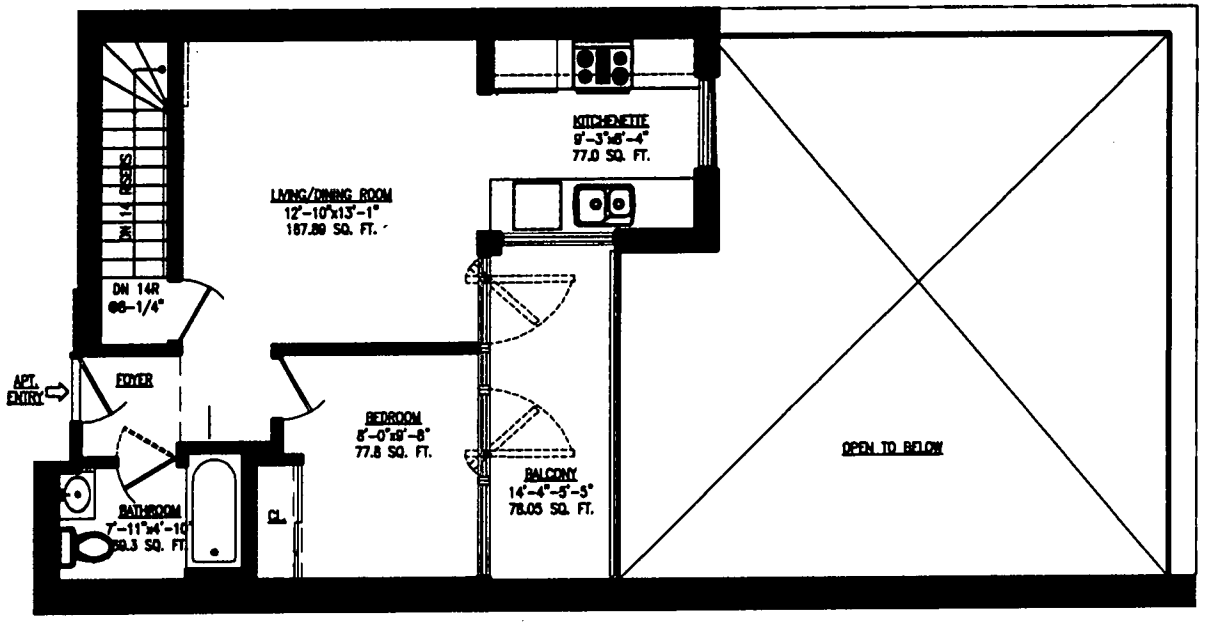
DW/AO	RMS	APT 1A-1ST FLOOR	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	28103
			GRAPHIC
			RE-01

Indd

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

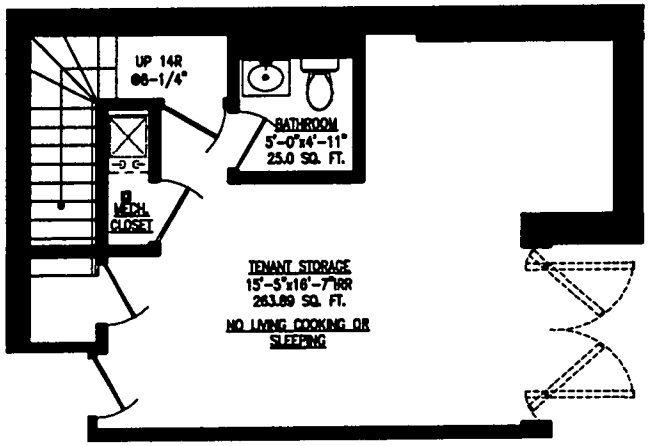
APT 1B
AREA: 985.54 SQ. FT

0 1 2 5 10FT



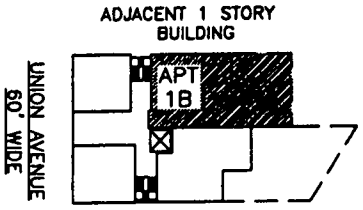
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APT 1B	1ST FLOOR
GROSS AREA:	543.0 SQ. FT.
CIELING HEIGHT:	10'-0"

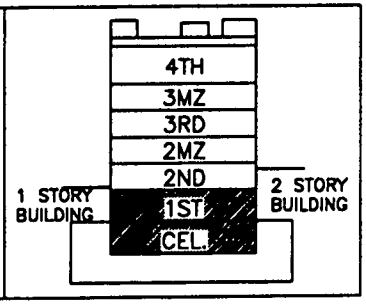


APT 1B ACCESORY STORAGE:	CELLAR
GROSS AREA:	442.54 SQ. FT.
CIELING HEIGHT:	10'-0"

KEY PLAN



KEY SECTION





LOCKER 1B	CELLAR
GROSS AREA:	10.8 SQ.FT
CIELING HEIGHT:	10'-0"

DW/AO	RMS	APT 1B	04/12/06
SCARANO ARCHITECT S, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	26103
			GRAPHIC
			RE-03

SOLD

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

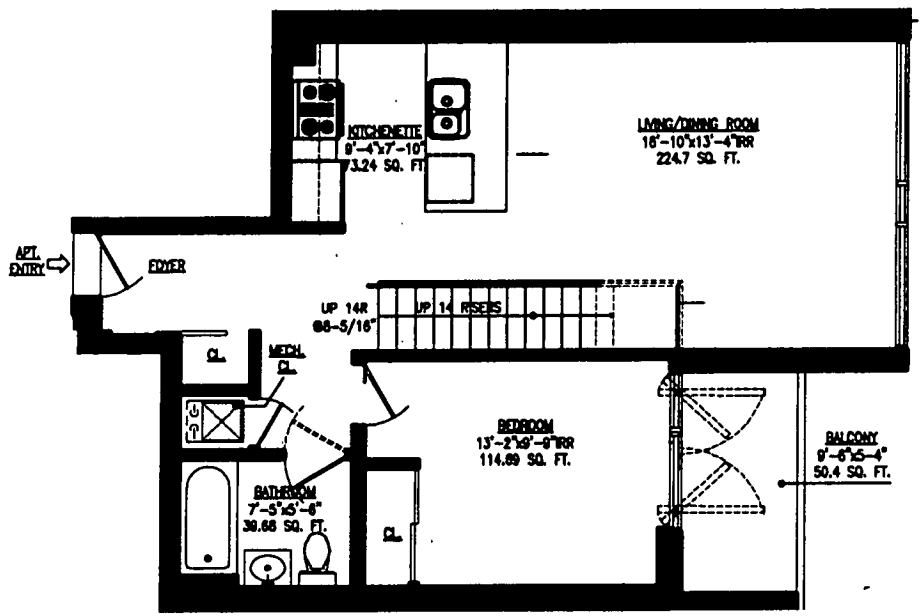
APT 2A
AREA: 926.5 SQ. FT

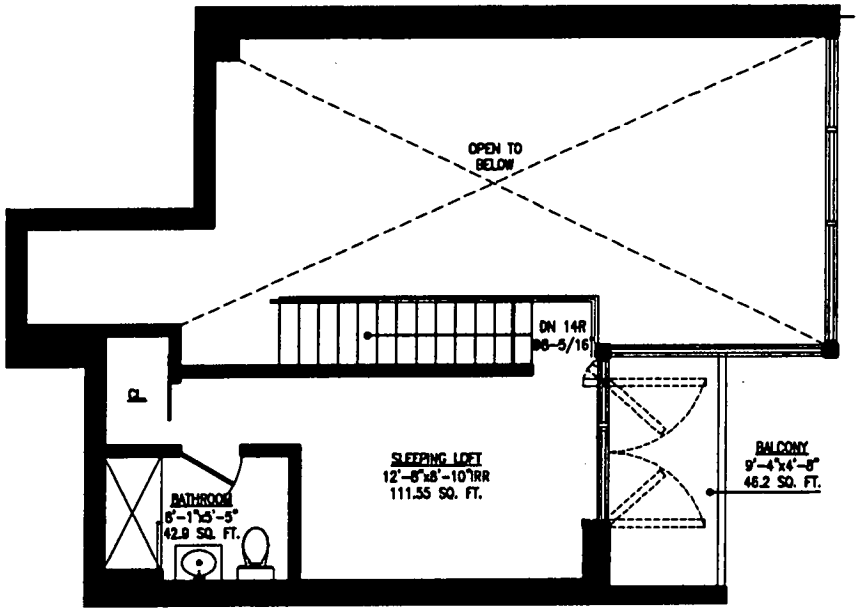
0 1 2 5 10FT

APT 2A	2ND FLOOR
GROSS AREA:	689.5 SQ. FT.
CIELING HEIGHT:	8'-1-1/4"

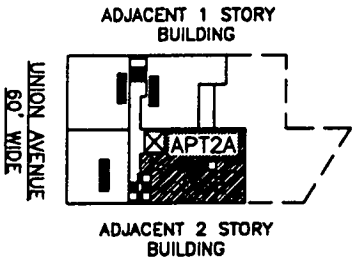
APT 2A	2ND LOFT
GROSS AREA:	237.0 SQ. FT.
CIELING HEIGHT:	8'-0"

N

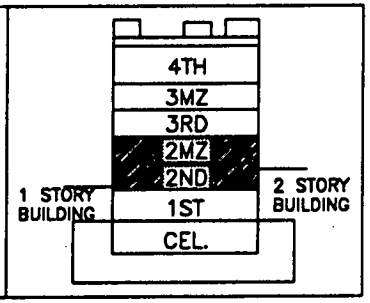




KEY PLAN



KEY SECTION





LOCKER 2A	CELLAR
GROSS AREA:	6.4 SQ.FT
CIELING HEIGHT:	10'-0"

DW/AO	RMS	APT 2A	04/12/06
SGARANGARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	29103 / GRAPHIC / RE-04

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

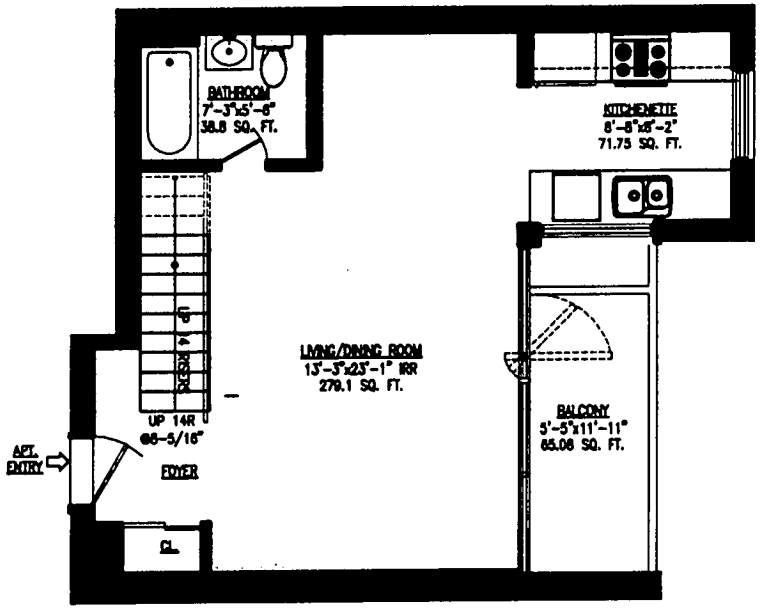
APT 2B
AREA: 699.4 SQ. FT

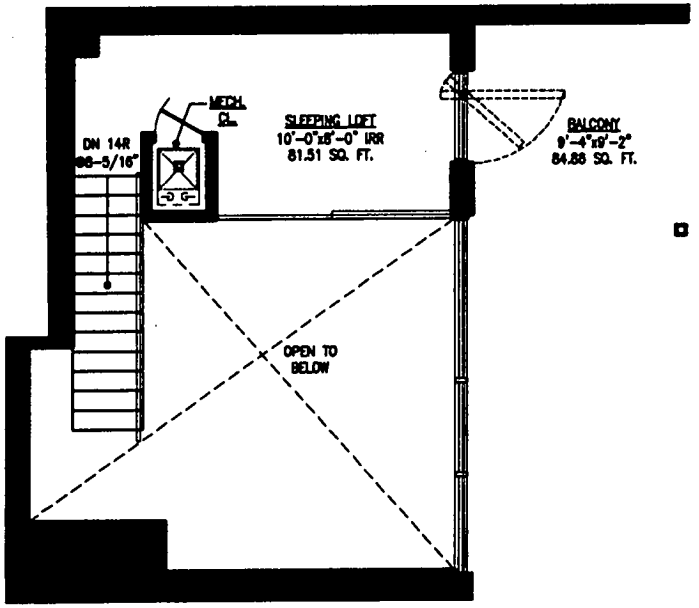
0 1 2 5 10FT

APT 2B	2ND FLOOR
GROSS AREA:	546.4 SQ. FT.
CIELING HEIGHT:	8'-1-1/4"

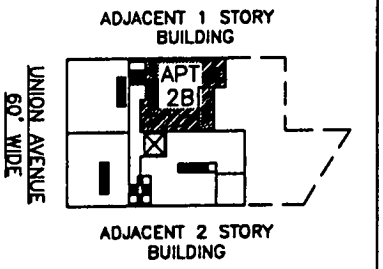
APT 2B	2ND LOFT
GROSS AREA:	153.0 SQ. FT.
CIELING HEIGHT:	8'-0"

N

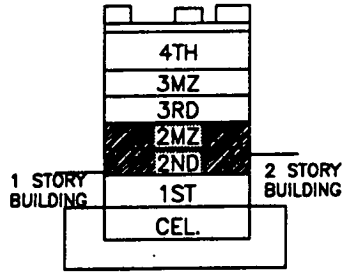




KEY PLAN



KEY SECTION





LOCKER 2B	CELLAR
GROSS AREA:	9.3 SQ.FT
CIELING HEIGHT:	10'-0"

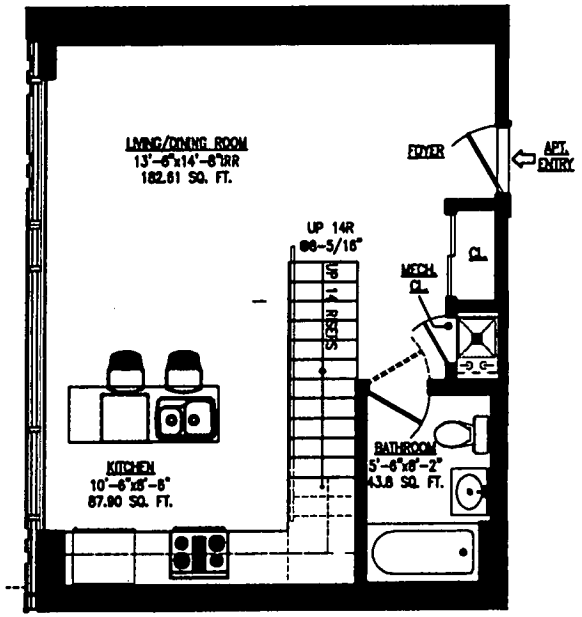
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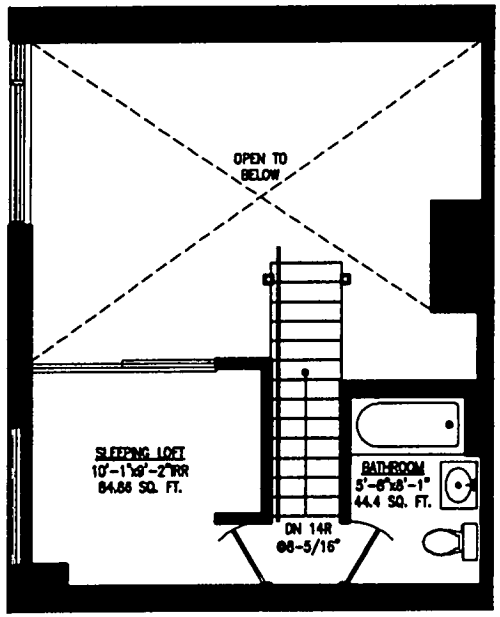
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SCARANO ARCHITECTS, PLLC		project: PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	job #: 28103
			scale: GRAPHIC
			dwg #: RE-05

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 2C
AREA: 717.1 SQ. FT

0 1 2 5 10FT



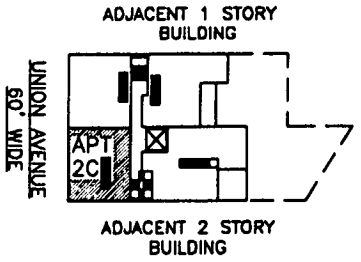


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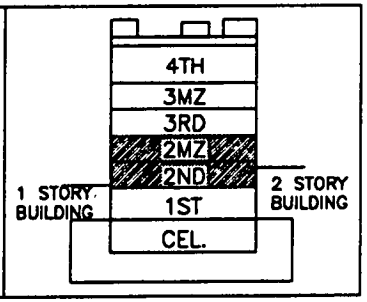
APT 2C	2ND FLOOR
GROSS AREA:	520.5 SQ.FT.
CIELING HEIGHT:	8'-1-1/4"

APT 2C	2ND LOFT
GROSS AREA:	196.6 SQ. FT.
CIELING HEIGHT:	8'-0"

KEY PLAN



KEY SECTION





LOCKER 2C	CELLAR
GROSS AREA:	6.8 SQ.FT
CIELING HEIGHT:	10'-0"

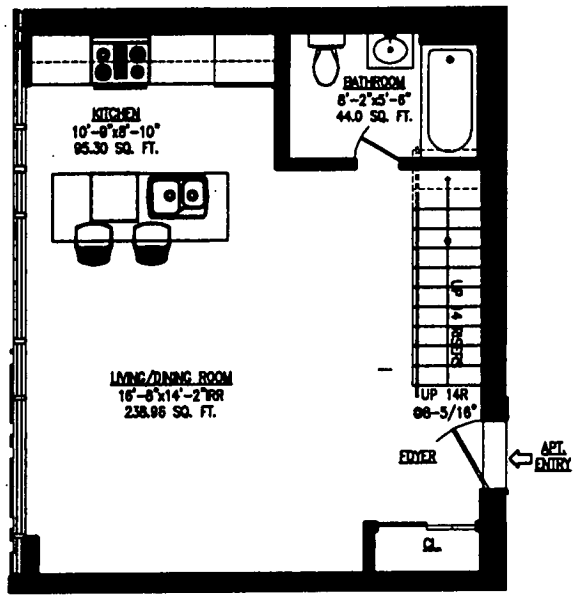
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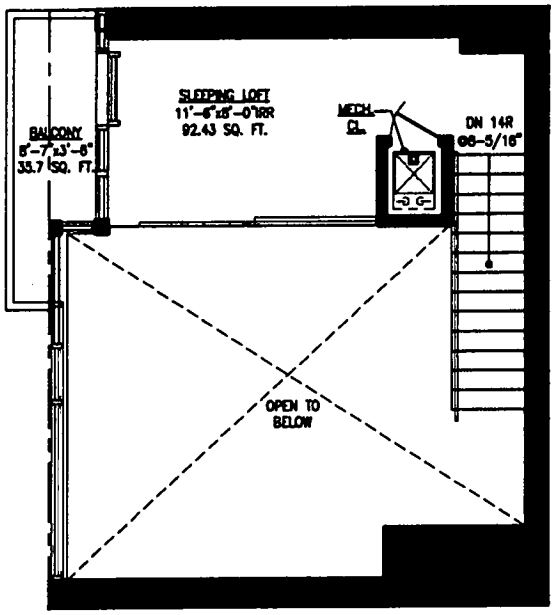
DW/AO	RMS	APT 2C	04/12/06
SGARABGARCHITECTS,PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	26103
			GRAPHIC
			RE-06

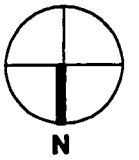
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 2D
AREA: 679.4 SQ. FT

0 1 2 5 10FT



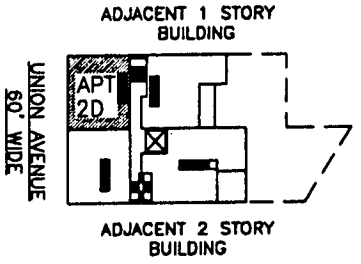




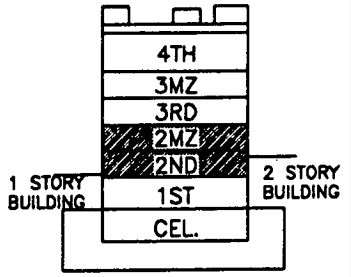
APT 2D	2ND FLOOR
GROSS AREA:	516.8 SQ. FT.
CIELING HEIGHT:	8'-1-1/4"

APT 2D	2ND LOFT
GROSS AREA:	162.6 SQ. FT.
CIELING HEIGHT:	8'-0"

KEY PLAN



KEY SECTION





LOCKER 2D	CELLAR
GROSS AREA:	9.3 SQ.FT
CIELING HEIGHT:	10'-0"

drawn by: DW/AO	checked by: RMS	title: APT 2D	date: 04/12/08
SGARANGARCHITECTS, PLLC		project: PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	job #: 28103
			scale: GRAPHIC
			dwg #: RE-07

F09

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

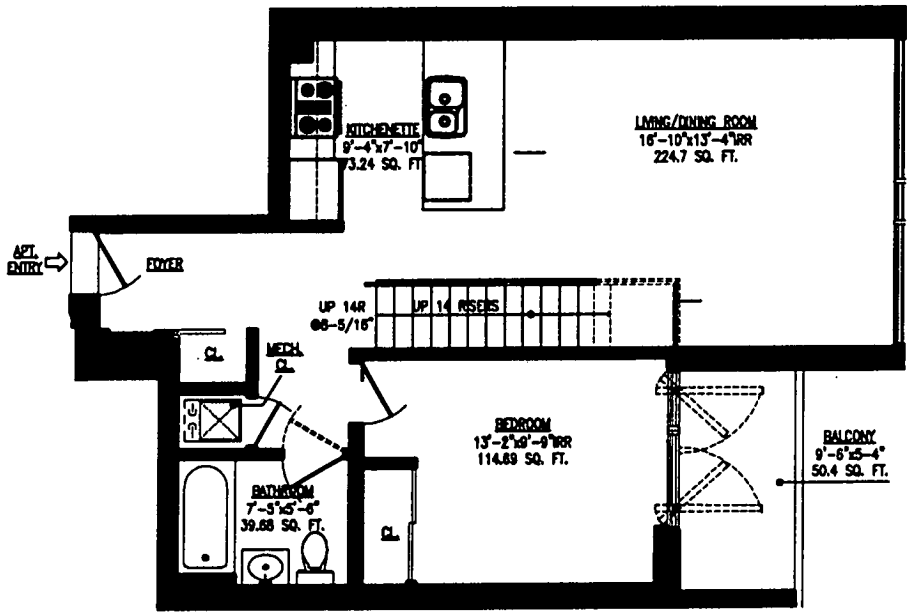
APT 3A
AREA: 926.5 SQ. FT

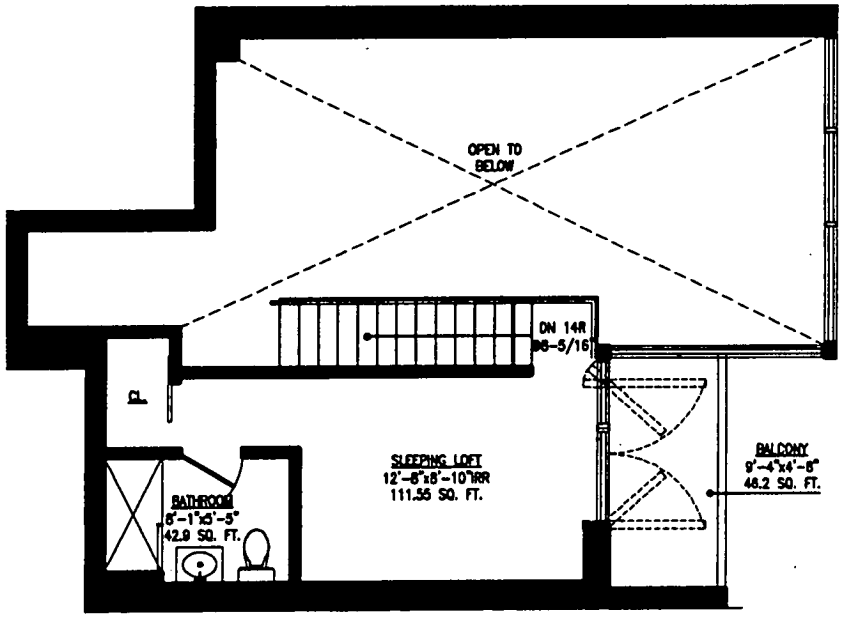
0 1 2 5 10FT

APT 3A	3RD FLOOR
GROSS AREA:	689.5 SQ. FT.
CIELING HEIGHT:	8'-1-1/2"

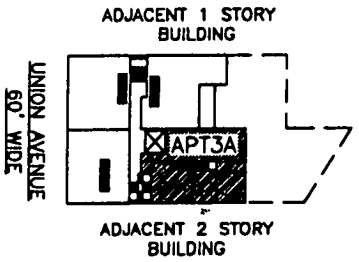
APT 3A	3RD LOFT
GROSS AREA:	237.0 SQ. FT.
CIELING HEIGHT:	8'-0"

N

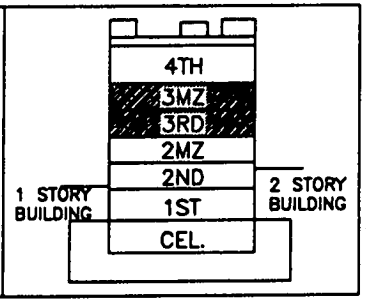




KEY PLAN



KEY SECTION





LOCKER 3A	CELLAR
GROSS AREA:	6.6 SQ.FT
CIELING HEIGHT:	10'-0"

DW/AO	RMS	APT 3A	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	29103 / GRAPHIC / RE-08

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

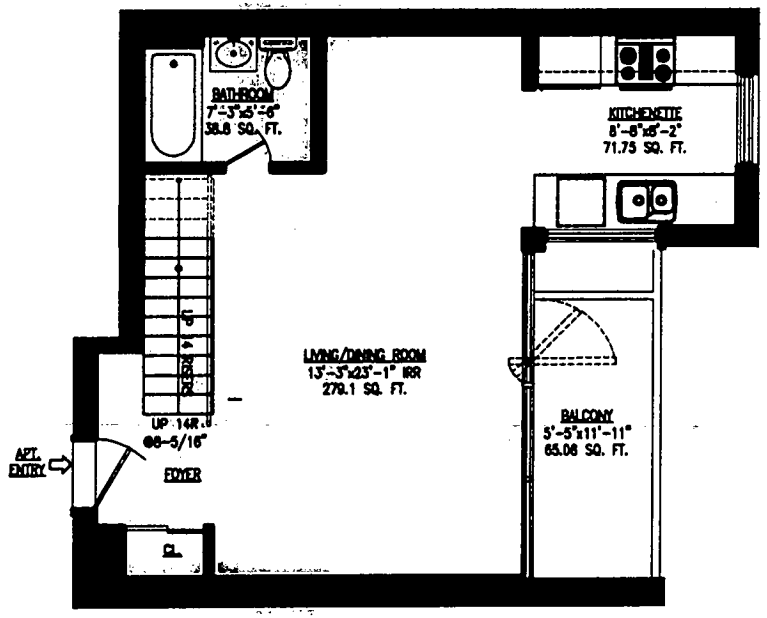
APT 3B
AREA: 699.4 SQ. FT

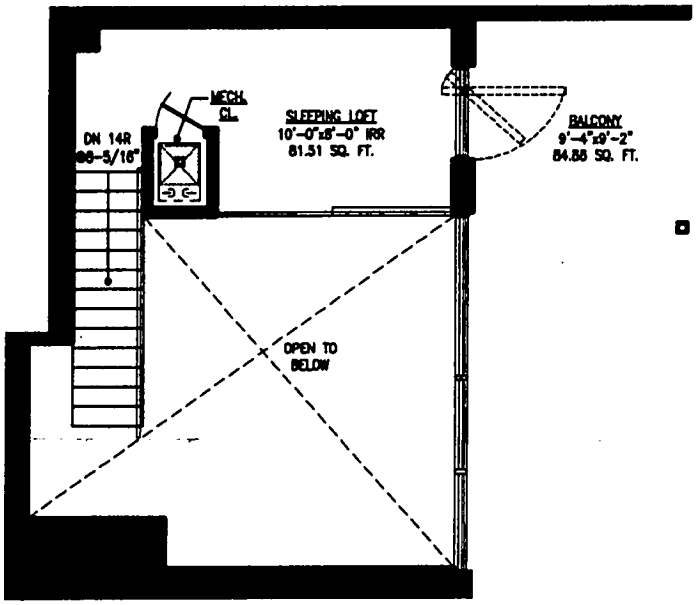
0 1 2 5 10 FT

APT 3B	3RD FLOOR
GROSS AREA:	546.4 SQ. FT.
CIELING HEIGHT:	8'-1-1/2"

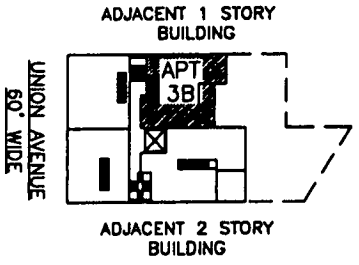
APT 3B	3RD LOFT
GROSS AREA:	153.0 SQ. FT.
CIELING HEIGHT:	8'-0"

N

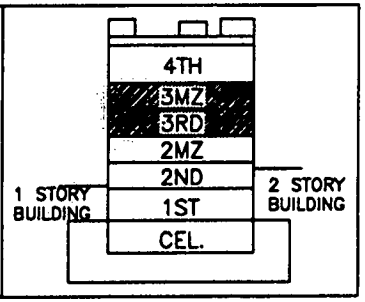




KEY PLAN



KEY SECTION





LOCKER 3B	CELLAR
GROSS AREA:	10.2 SQ.FT
CIELING HEIGHT:	10'-0"

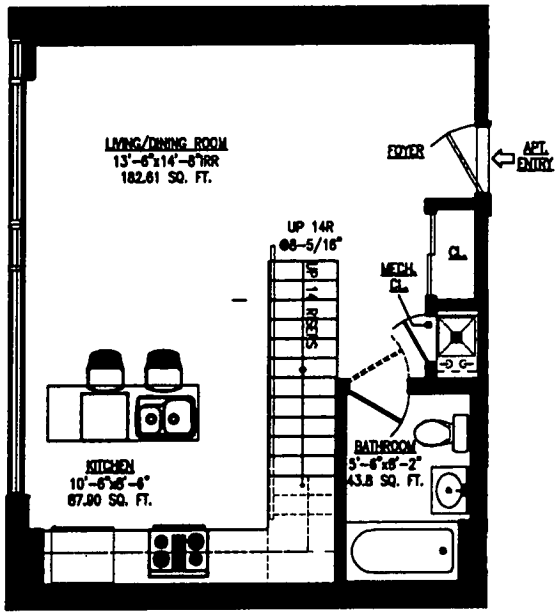
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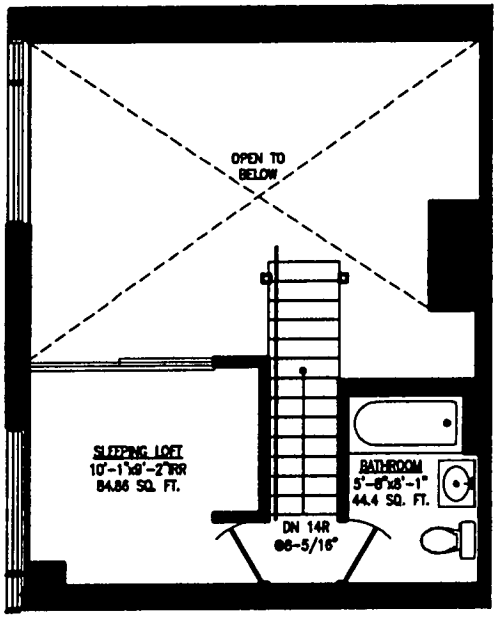
DW/AO	RMS	APT 3B	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	26103 / GRAPHIC / RE-09

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 3C
AREA: 717.1 SQ. FT

0 1 2 5 10 FT



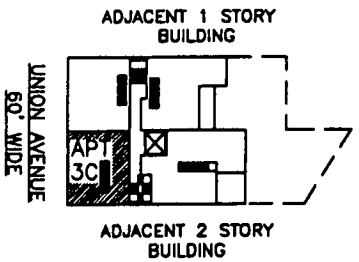


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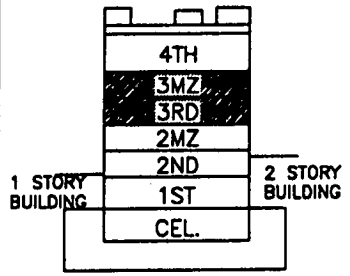
APT 3C	3RD FLOOR
GROSS AREA:	520.5 SQ.FT.
CIELING HEIGHT	8'-1-1/2"

APT 3C	3RD LOFT
GROSS AREA:	196.6 SQ. FT.
CIELING HEIGHT:	8'-0"

KEY PLAN



KEY SECTION





LOCKER 3C	CELLAR
GROSS AREA:	7.0 SQ.FT
CIELING HEIGHT:	10'-0"

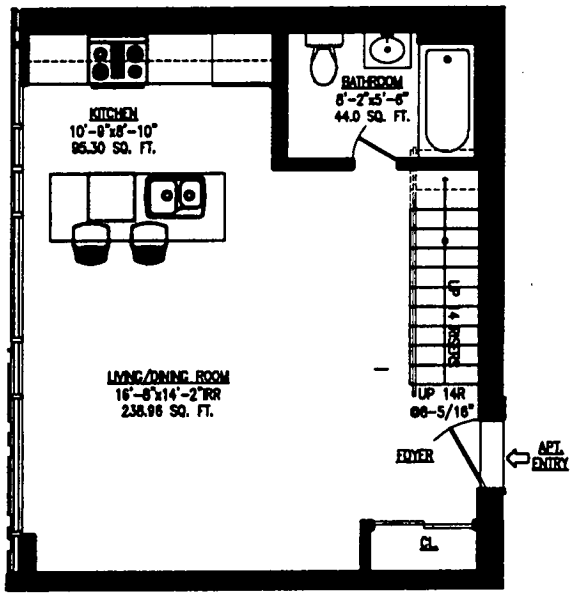
DW/AO	RMS	APT 3C	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	26103
			GRAPHIC
			RE-10

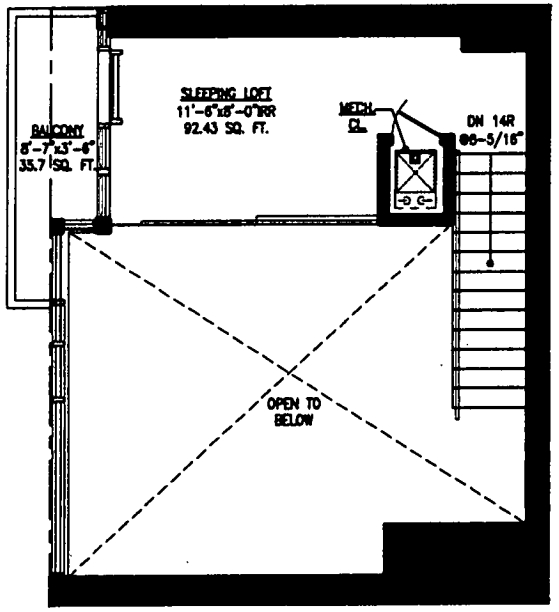
P1 of 2

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 3D
AREA: 679.4 SQ. FT

0 1 2 5 10FT



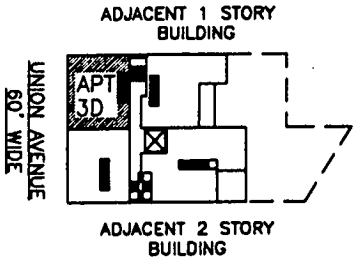


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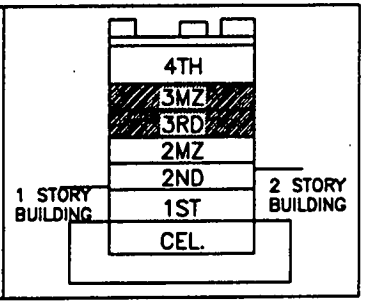
APT 3D	3RD FLOOR
GROSS AREA:	516.8 SQ. FT.
CIELING HEIGHT:	8'-1-1/2"

APT 3D	3RD LOFT
GROSS AREA:	162.6 SQ. FT.
CIELING HEIGHT:	8'-0"

KEY PLAN



KEY SECTION





LOCKER 3D	CELLAR
GROSS AREA:	10.4 SQ.FT
CIELING HEIGHT:	10'-0"

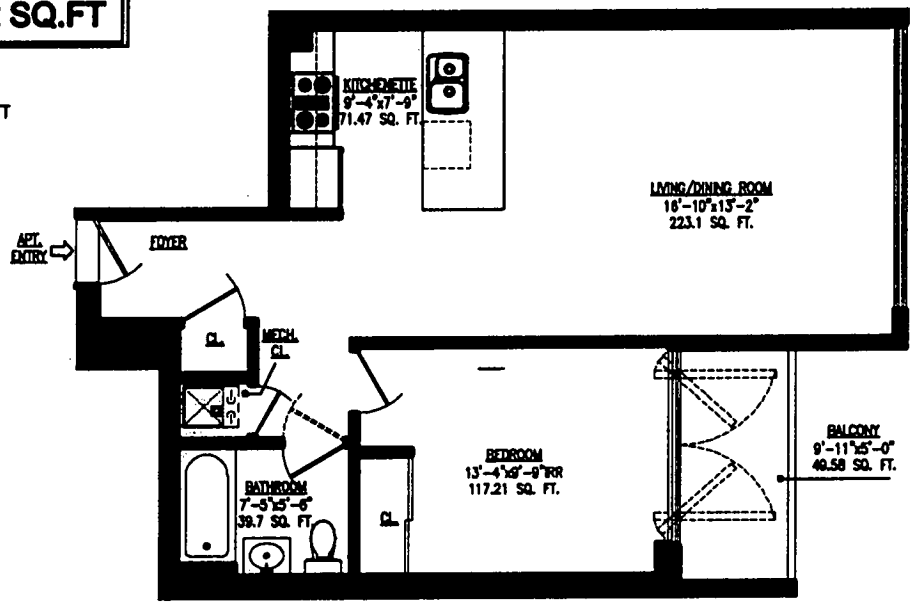
DW/AO	RMS	APT 3D	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	26103
			GRAPHIC
			RE-11

P013

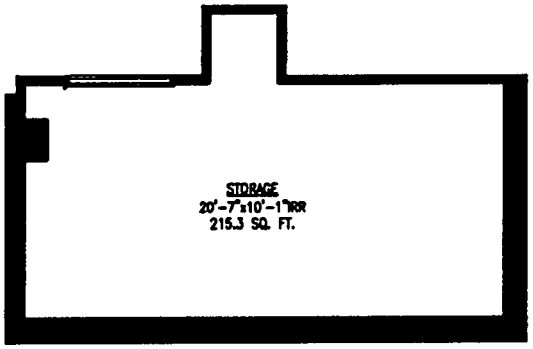
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 4A
AREA: 943.2 SQ.FT

0 1 2 5 10FT



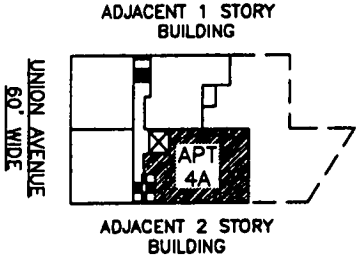
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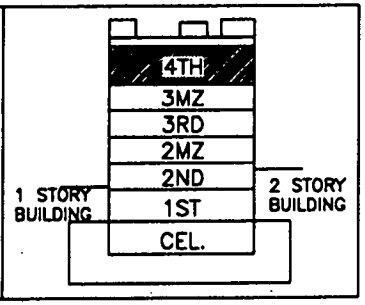
APT 4A	4TH FLOOR
GROSS AREA:	699.5 SQ. FT.
CIELING HEIGHT:	12'-0"

STORAGE 4A	ATTIC
GROSS AREA:	253.7 SQ. FT
CIELING HEIGHT:	7'-11"

KEY PLAN



KEY SECTION





LOCKER 4A	CELLAR
GROSS AREA:	14.4 SQ.FT
CIELING HEIGHT:	10'-0"

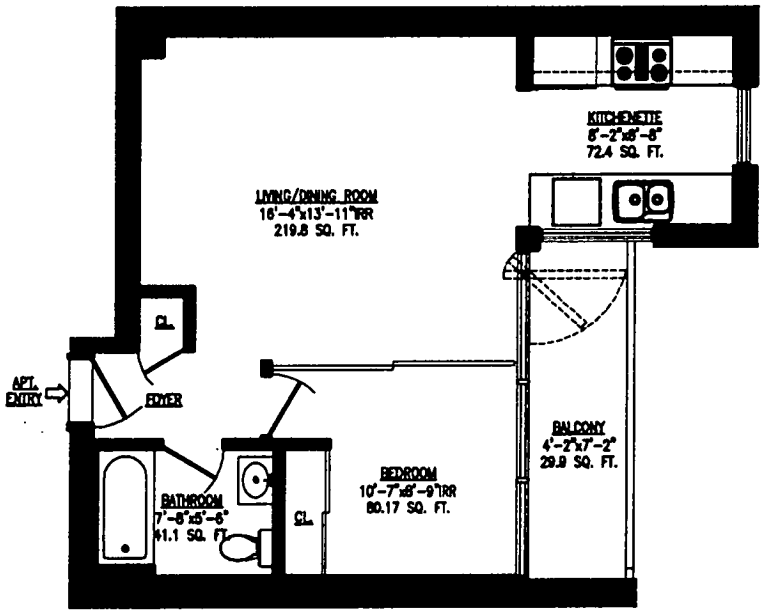
F014

DW/AO	RMS	APT 4A	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	29103
			GRAPHIC
			RE-12

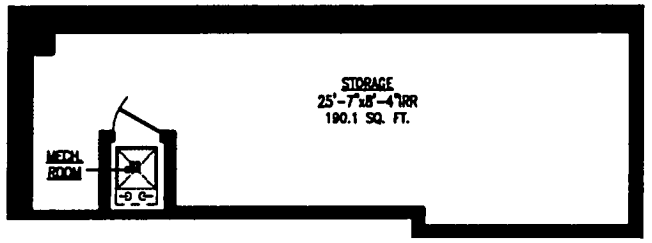
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 4B
AREA: 793.5 SQ.FT

0 1 2 5 10FT



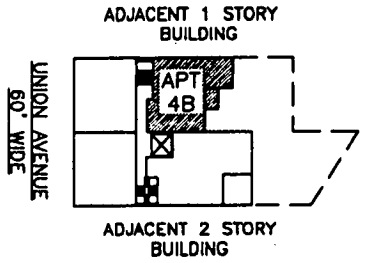
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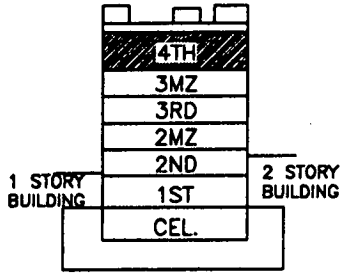
APT 4B	4TH FLOOR
GROSS AREA:	546.4 SQ. FT.
CIELING HEIGHT:	12'-0"

STORAGE 4B	ATTIC
GROSS AREA:	247.1 SQ. FT
CIELING HEIGHT:	7'-11"

KEY PLAN



KEY SECTION





LOCKER 4B	CELLAR
GROSS AREA:	10.2 SQ.FT
CIELING HEIGHT:	10'-0"

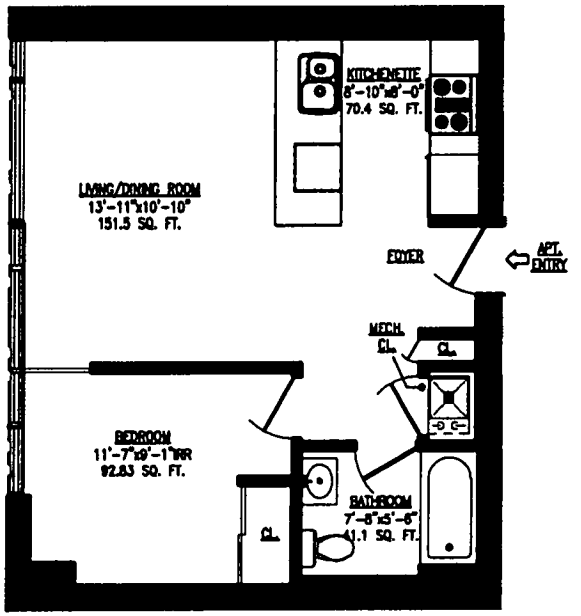
S1&2

DW/AO	RMS	APT 4B	04/12/06	
SCARANGARCHITECTS,PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	29103	
			GRAPHIC	RE-13

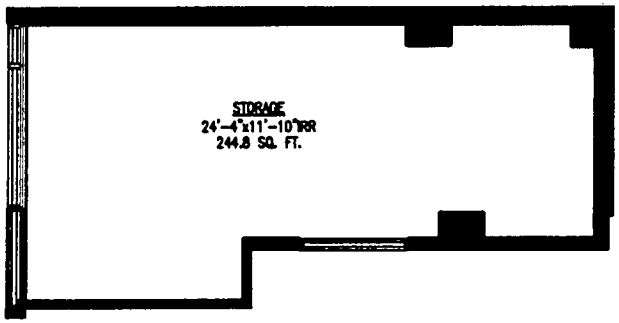
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT 4C
AREA: 800.4 SQ.FT

0 1 2 5 10FT



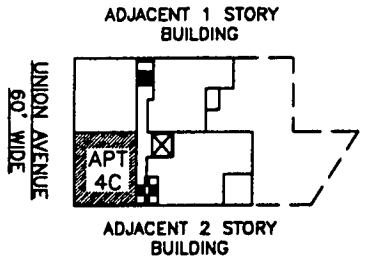
N



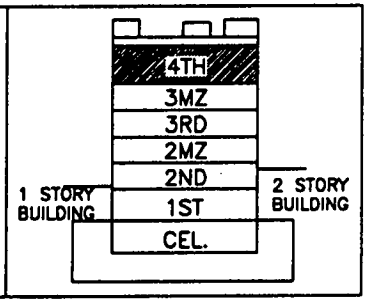
APT 4C	4TH FLOOR
GROSS AREA:	520.5 SQ. FT.
CIELING HEIGHT:	12'-0"

STORAGE 4C	ATTIC
GROSS AREA:	279.9 SQ. FT
CIELING HEIGHT:	7'-11"

KEY PLAN



KEY SECTION



LOCKER 4C	CELLAR
GROSS AREA:	15.2 SQ.FT
CIELING HEIGHT:	10'-0"



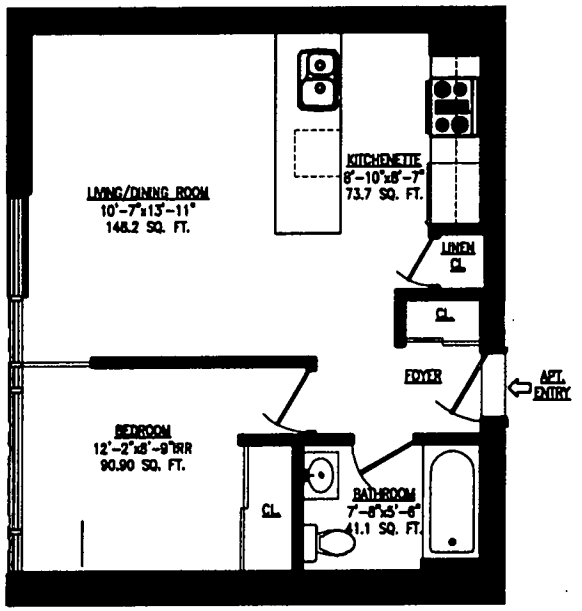
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DW/AO	RMS	APT 4C	04/12/06
SGARAGARCHITECTS,PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	29103
			GRAPHIC
			RE-14

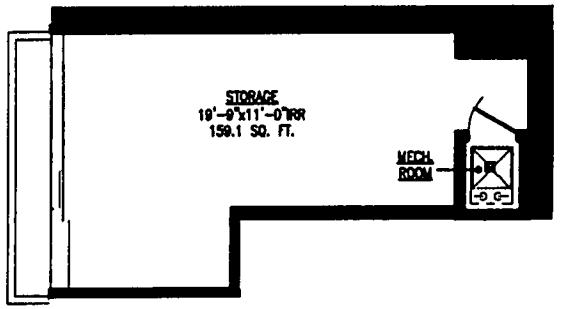
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

APT. 4D
AREA: 728.9 SQ.FT

0 1 2 5 10FT



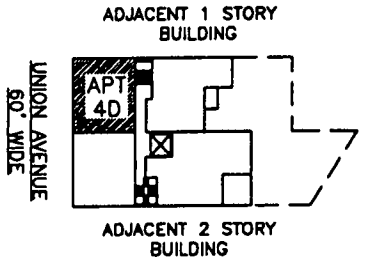
N



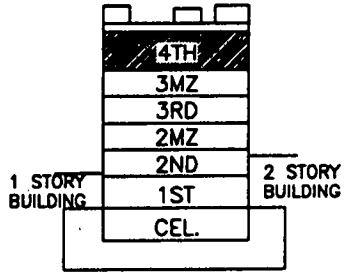
APT 4D	4TH FLOOR
GROSS AREA:	516.8 SQ. FT.
CIELING HEIGHT:	12'-0"

STORAGE 4D	ATTIC
GROSS AREA:	212.1 SQ. FT
CIELING HEIGHT:	7'-11"

KEY PLAN



KEY SECTION





LOCKER 4D	CELLAR
GROSS AREA:	11.4 SQ.FT
CIELING HEIGHT:	10'-0"

DW/AO	RMS	APT 4D	04/12/06
SCARANO ARCHITECT&, PLLC 119 York Street, 4th Floor, Brooklyn, NY 11201 Tel. 718.858.6868 Fax 718.858.0468		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	29103 GRAPHIC RE-15

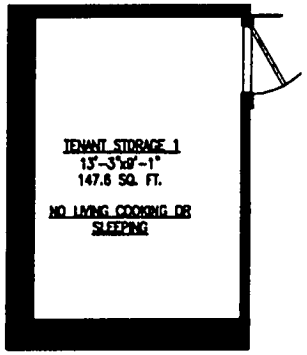
L1D1

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

TENANT STORAGE 1
AREA: 147.6 SQ.FT.

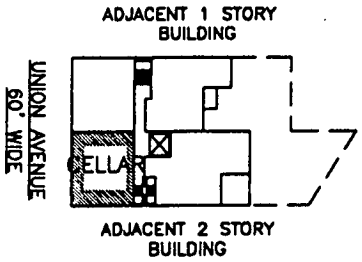
0 1 2 5 10FT

N

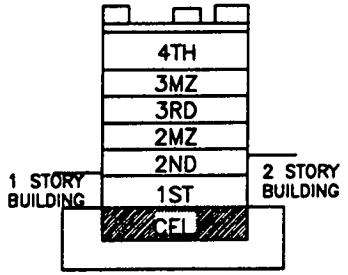


STORAGE 1	**CELLAR**
GROSS AREA:	**147.6 SQ. FT.**
CIELING HEIGHT:	**9'-0"**

KEY PLAN



KEY SECTION



DW	RMS	TENANT STORAGE1	04/12/06
SGARABGARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	26103 / GRAPHIC / RE-16

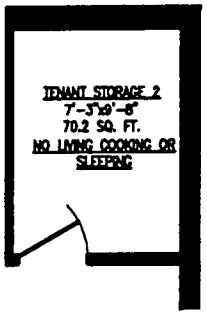
7 of 8

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

TENANT STORAGE 2
AREA: 70.2 SQ. FT

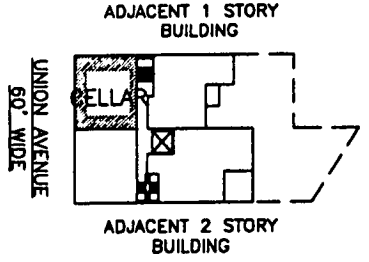
0 1 2 5 10FT

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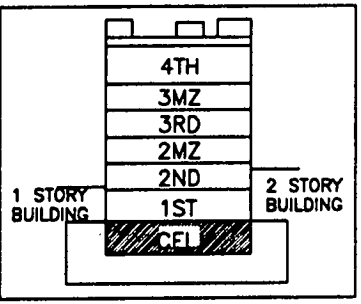


STORAGE 2	**CELLAR**
GROSS AREA:	**70.2 SQ. FT.**
CIELING HEIGHT:	**9'-0"**

KEY PLAN



KEY SECTION



DW	RMS	TENANT STORAGE 2	04/12/06
SCARANO ARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	job # 29103
			GRAPHIC
			RE-17

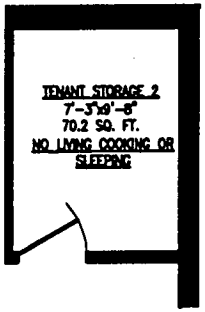
P19

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

TENANT STORAGE 2
AREA: 70.2 SQ. FT

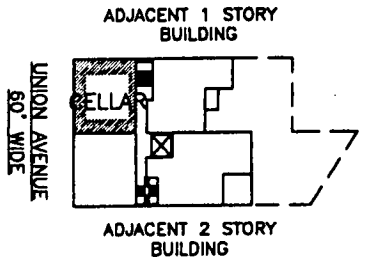
0 1 2 5 10FT

N

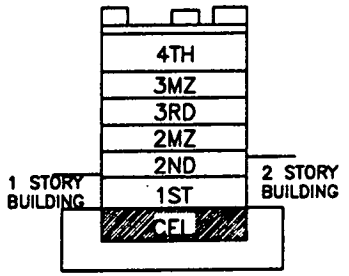


STORAGE 2	**CELLAR**
GROSS AREA:	**70.2 SQ. FT.**
CIELING HEIGHT:	**9'-0"**

KEY PLAN



KEY SECTION



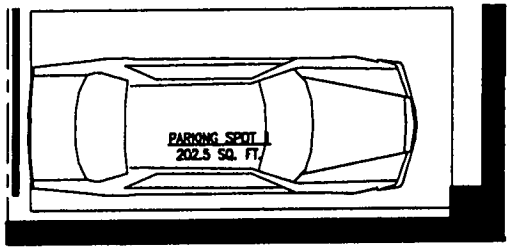
DW	RMS	TENANT STORAGE 2	04/12/06
SGARANGARCHITECTS, PLLC		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	28103
			GRAPHIC
			RE-17

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

PARKING SPOT #1
AREA: 202.5 SQ. FT

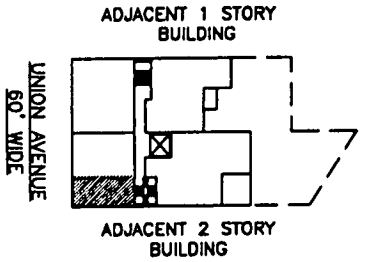
0 1 2 5 10FT

N

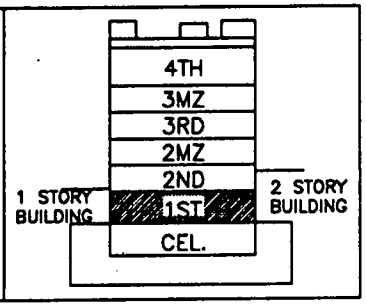


PARKING SOPT #1
GROSS AREA: 202.5 SQ. FT.
CIELING HEIGHT: 9'-0"

KEY PLAN



KEY SECTION



F031

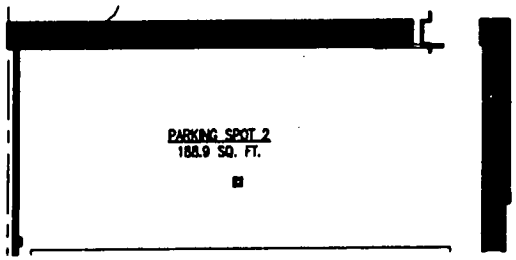
drawn by DW	checked by RMS	title PARKING SPOT#1	date 04/12/08
SGARANGARCHITECTS, PLLC 110 York Street, 6th Floor, Brooklyn, NY 11201 Tel. 718 858 0300 Fax 718 858 0400	project PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211		job # 28103
		scale GRAPHIC	dwg # RE-18

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

PARKING SPOT #2
AREA: 188.9 SQ. FT

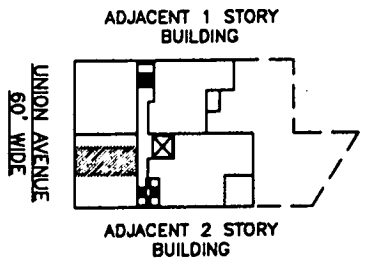
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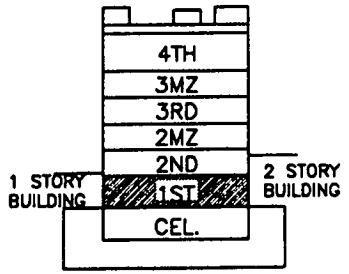


PARKING SOPT #2
GROSS AREA: 188.9 SQ. FT.
CIELING HEIGHT: 9'-0"

KEY PLAN



KEY SECTION



drawn by DW	checked by RMS	title PARKING SPOT #2	date 04/12/06
SCARANO ARCHITECTS, PLLC 110 York Street, 6th Floor, Brooklyn, NY 11201 Tel. 718 858 8888 Fax 718 858 4099	project PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211		job 26103
		scale GRAPHIC	dwg # RE-19

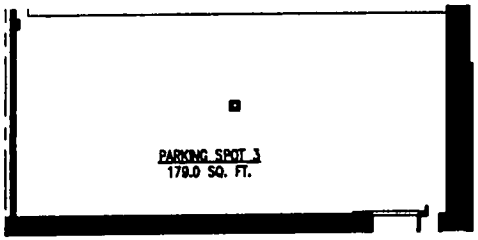
P.03

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

PARKING SPOT #3
AREA: 188.9 SQ. FT

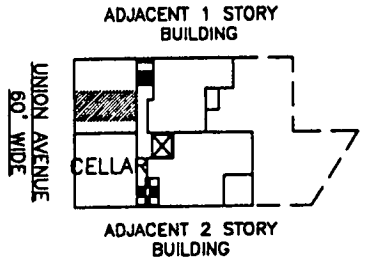
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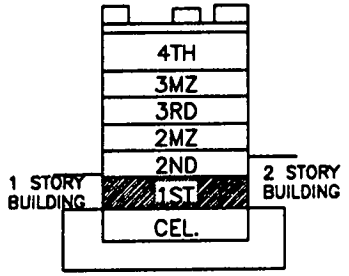


PARKING SOPT #3
GROSS AREA: 188.9 SQ. FT.
CIELING HEIGHT: 9'-0"

KEY PLAN



KEY SECTION



PP3

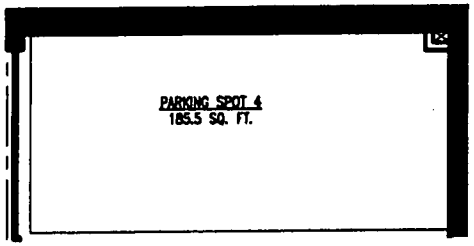
DW	RMS	PAARKING SPOT #3	04/12/08
SGARANGARCHITECTS,PLLC 110 York Street, 6th Floor, Brooklyn, NY 11201 Tel.718 858 0555 Fax:718 858 0556		PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211	job # 28103 GRAPHIC dwg # RE-20

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. DIMENSIONS ARE MAXIMUM OVERALL. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH OFFERING PLAN.

PARKING SPOT #4
AREA: 185.5 SQ. FT

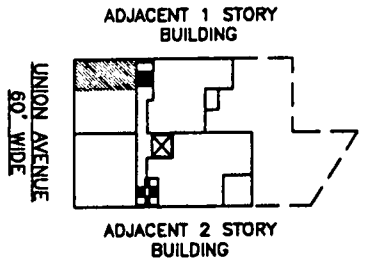
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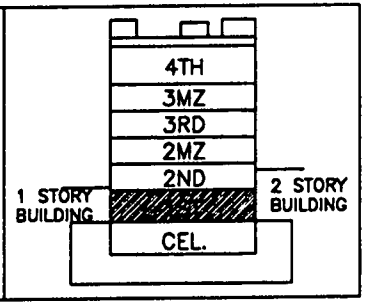


PARKING SOPT #4
GROSS AREA: 185.5 SQ. FT.
CIELING HEIGHT: 9'-0"

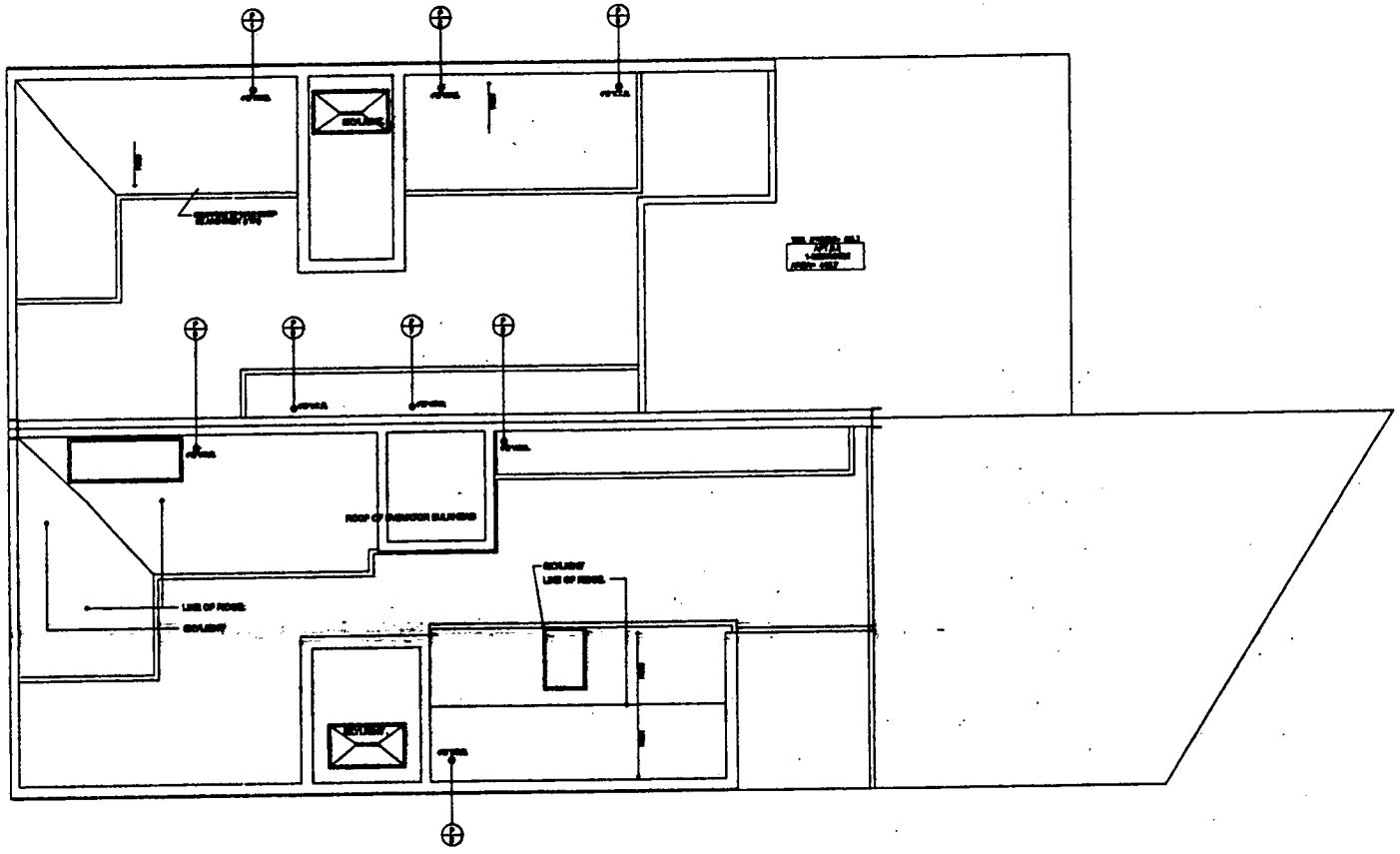
KEY PLAN



KEY SECTION



drawn by DW	checked by RMS	title PARKING SPOT #4	date 04/12/06
SGARANGARCHITECTS, PLLC 119 York Street, 6th Floor, Brooklyn, NY 11201 Tel. 718 858 0888 Fax 718 858 0889	project PROPOSED NEW BUILDING AT 365/ 367 UNION AVENUE, BROOKLYN NY, 11211		job # 26103
		scale GRAPHIC	dwg # RE-21



ROOF PLAN

KLEIN, LEVIN ASSOCIATES

365-367 UNION AVENUE, BROOKLYN, NY

ROOF PLAN

GENERAL BUSINESS LAW—CIVIL PRACTICE LAW AND RULES—NEW HOMES--SALES—WARRANTIES

We ACT to amend the general business law and civil practice law and rules, in relation to warranties on sales of new homes

Approved September 6, 1988, effective as provided in S 3.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general business law is amended by adding a new article S 1 thirty-six B to read as follows:

ARTICLE 36-B

Section 777. Definitions.
777-a. Housing Merchant Implied Warranty.
777-b. Exclusion or modification of warranties.

Section 777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building Code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code of the City of New York, as defined in title twenty-seven of the administrative code of the City of New York.

3. "Constructed in a skillful manner" means the workmanship and material meet or exceed the specific standards of the applicable code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by the failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footing, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems.

5. "New home" or "home" means any single family house forsale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in case of the plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connections; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

Section 777-a. Housing merchant implied warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by a builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (I) defective workmanship by the builder or by the agent, employee or subcontractor or the builder, (ii) defective materials supplied by the builder or by an agent, employees or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect top goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this sub-division and no later than thirty days after the expiration of the applicable warranty period.' as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later.

In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

5. Except as otherwise provided in section seven hundred-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement from course of dealing or usage of trade.

S 777-b. Exclusion or modification of warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call he buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plan.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer

is offered a listed warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.
b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.
c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty, excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof".
d. The limited warranty shall meet or exceed the standard provided in subdivision four and five of this section.

4. A limited warranty sufficient to exclude merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty us limited which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;
b. the identification of the names and addresses of all warrantors;
c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent others; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;
d. a statement of the products or parts covered by the limited warranty;
e. the clear and conspicuous identification of any parts or portions of the home or premises that are excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred, provided, however, that:
i. any exception, exclusion or standard which does not meet or exceed relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred-seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall pre-empt any local law inconsistent with the provision of this article. This article shall not pre-empt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

HM6

c. Nothing in this article shall be construed to [illegible] any [illegible] rights, liability or remedy provided by any other statute of the state, except that, in construction [illegible] unreasonable.

[illegible] the provisions [illegible] shall be [illegible] law and rules, as amended by chapter [illegible] the law of [illegible] to read as follows:

[illegible] upon a contractual obligation of [illegible] arising, except as provided in section [illegible] of this article or article 2 of the [illegible] of the general business law;

[illegible] this act shall take effect on the [illegible] law and shall apply to any [illegible] the effective date.

A) FOR THE PURPOSES OF THIS SECTION, "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.

B) IF A NON-OCCUPYING OWNER RENTED ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS, OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION "(C)" OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.

C) IF THE COMMON CHARGES, ASSESSMENTS, OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONCE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATIONS'S CLAIM TO RENTAL SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT SUCH BOARD RECEIVES NOTICE THAT SUCH SEEKS TO DISPUTE SUCH CLAIM.

(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.

(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT.

4. This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

6. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

THE LEGISLATURE OF THE STATE OF NEW YORK: ss.:

Pursuant to the authority vested in us by Section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this section law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly

DECLARATION

Establish a Plan for Condominium Ownership of Premises located at 365-367 Union Avenue, Brooklyn, New York, County of Kings, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: THE 365-367 UNION AVENUE CONDOMINIUM

SPONSOR: 363 Union LLC.
363 Union Avenue
Brooklyn, New York 11211

DATE OF DECLARATION:

The land affected by the within instrument lies in Section Block Lot fka nka - on the Tax Map of the Borough of Brooklyn, County of Kings, City and State of New York.

Record and Return:

HAROLD L. GRUBER
Attorney for Sponsor
92 Prospect Place, Suite 1
Brooklyn, NY 11217

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP of Premises to be known as THE 365-367 UNION AVENUE CONDOMINIUM, located at 365-367 Union Avenue, Brooklyn, New York, Borough of Brooklyn, County of Kings, City and State of New York, pursuant to Article 9B of the Real Property Law of the State of New York.

363 Union LLC, 363 Union Avenue, Brooklyn, New York, hereinafter referred to as "the Sponsor", does hereby declare:

1. SUBMISSION OF PROPERTY: Sponsor hereby submits the land hereinafter described, together with the Buildings and improvements thereon erected ("the Property") to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. AREA AND LOCATION OF LAND: The land ("Land") consists of all that certain tract, plot, piece and parcel of land situate, lying and being in the County of Kings, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute.

3. NAME OF CONDOMINIUM: The Condominium shall be known as THE 365-367 UNION AVENUE CONDOMINIUM.

4. DESCRIPTION OF THE BUILDING: The structure which is the subject of this Offering Plan consists of three buildings, each comprised of a cellar, four stories (with mezzanines at the second and third floor levels), and containing in aggregate fourteen (14) residential units. There are also four (4) parking units separately for sale. The legal occupancy will match the proposed occupancy hereunder. The building complies with Class 1B construction requirements.

5. THE UNITS: SCHEDULE B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof; Unit designation; tax lot number; approximate square foot area; location; number of rooms; the portion of the Common Elements, including Limited Common Elements to which the Unit has immediate access (if any) and the percentage of interest in the Common Elements. The location of each Unit, and any Limited Common Elements appurtenant thereto, is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

6. FLOOR PLANS: As shown on the Floor Plans of the Buildings (the "Floor Plans"), certified by , and intended

to be filed in the Kings County Office of the register of the City of New York, simultaneously with the recording of this Declaration, the dimensions indicated the dimensions indicated are approximate, and are as defined in said floor plans.

7. COMMON ELEMENTS: The Common Elements of the Condominium consists of the entire Property, including parts of the Buildings and improvements thereon other than the Units. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, to the extent applicable, the following:

a) General Common Elements:

(i) The land on which the Buildings are physically erected;

(ii) All foundations, columns, girders, beams, supports, bearing walls; those portions of the exterior walls and installations beyond the exterior face of the Buildings; those portions of the walls and partitions dividing the Units from corridors, lobby and stairs located beyond the exposed face of the dry walls enclosing the Unit; the subfloor and framing joists, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roofs (excluding terraces), corridors, halls, stairs and stairway areas located beyond the unexposed face of the dry walls enclosing the Residential Unit; lobby; storage and utility areas located beyond the unexposed face of the dry walls and the entrances to and exits from the Buildings;

(iii) All installations outside the Units for services such as gas, power, light, telephone and water;

(iv) All sewer pipes and drainage pipes outside units;

(v) The boiler room and meter areas, and janitor's closet(s), if any, as shown and delineated on the Floor Plans. To the extent the "as-built" condition of the building differs from such Floor Plans, both said Floor Plans and this Declaration shall be deemed amended to conform to said as-built condition.

(vi) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

(vii): The foregoing are included only to the extent they are present in this building. If any of the foregoing are hereinafter designated as limited common elements, such

designation shall take priority over the listing set forth herein.

b) Limited Common Elements:

Each Unit Owner, his guests, invitees, lessees and residents of his Unit shall have the exclusive right to use and possession of the limited common elements of the building indicated in the attached Exhibit B, subject to the following:

Each Unit Owner shall be solely and only responsible for repair and maintenance of the Limited Common Element appurtenant to their Unit including, but not limited to, painting, cleaning, patching, and surface repair; and, in the case of the balconies structural maintenance. In the event a Unit Owner fails to properly maintain his Limited Common Element, the Condominium Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas and the cost thereof shall be assessed against the Condominium Unit to which such Limited Common Elements are appurtenant. To the extent that any damage to a Limited Common Element is caused by building condition, or by other condition for which the Condominium carries insurance, the cost of repair of such damage shall be borne by the Condominium.

8. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS: The determination of percentages of Common Interest allocated to each unit is based upon floor space, subject to the location of such space, and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements or exclusive or shared use, and the overall dimensions of a particular unit, as per Section 339(i)(1)(iv) of the New York State Real Property Law.

9. USE OF UNITS: Any Unit may be used for private residential use, or for any home occupation use permitted under applicable zoning laws and ordinances, building code, or other rules and regulations of governmental authorities having jurisdiction thereof. Such Units may also be used as professional offices by a resident thereof, provided such professional use does not violate any zoning law and ordinance, and provided further that prior written consent of the Board of Managers for such professional use is obtained. Notwithstanding the foregoing, the Sponsor may, without the permission of the Board of Managers, retain ownership of one or more Units for use as rental units, models, sales and/or offices. in connection with the sale or rental of the Units. Parking units may only be used only for the parking of passenger vehicles.

10. ENCROACHMENTS: If any portion of the Common Elements encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachments and for the maintenance of the same so long as the Buildings shall stand.

11. EASEMENTS:

a) Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right to access to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

b) The Sponsor and its designees, their successors, assigns, invitees, licensee, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines and (ii) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and (iv) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

c) The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in the access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property

as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements, and (ii) reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or the residents of any property adjacent to the Property, or users of the Recreation Facilities, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right to access of any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right to access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

d) The user of any easement granted by Sub-paragraphs "b" and "c" of this Paragraph 10 shall have the responsibility of repairing any damage resulting therefrom.

12. PERSON TO RECEIVE SERVICE: For the period during which Sponsor is in control of the Board of Managers, 363 Union LLC, Brooklyn, New York, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the office of the Condominium located at 365-367 Union Avenue, Brooklyn, New York. In addition to the foregoing, the Secretary of State of the state of New York is hereby designated as agent of the Board of Managers to accept the service of process in any proceeding. In addition to the foregoing, the Secretary of State of the state of New York is hereby designated as agent of the Board of Managers to accept the service of process in any proceeding.

13. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS: All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering unto occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. AMENDMENT TO DECLARATION: This Declaration may be amended, modified, added to or deleted from by vote of Unit Owners representing at least 66-2/3% of the Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by vote of Unit Owners representing at least 66-2/3% of the Common Interest of all Unit Owners; provided however,

a) No amendment, modification, addition or deletion which shall adversely affect the lien or any mortgage may be made without the written consent of the mortgagee;

b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner;

c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against the Sponsor, its designee, or any Unsold Unit until the Sponsor or such designee shall consent thereto in writing.

d) No amendment, modification, addition or deletion of or to this Declaration which would in any way alter, restrict or change the use to which a Commercial Unit may be put, shall be effective against any such Commercial Unit without the written consent of the Owner of such Commercial Unit.

The Sponsor hereby reserves to itself and its designee(s) the right to amend this Declaration at any time without the requirements of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Buildings and appurtenances which are incomplete upon the original

filing of the Declaration provided that the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depicting the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p will be filed with such amendment.

No such amendment shall be effective until recorded in the Kings County Office of the Register of the City of New York.

15. CHANGES IN UNSOLD UNITS: For any Unit owned by the Sponsor or its designee(s), if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit Mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change in and size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Units affected by such change in size or number, subdivision, combination or alteration, appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) shall comply with all rules, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consent will be obtained from Unit Owners, if any, who are adversely affected as a result of the above changes. Contract vendees, if any, pursuant to Purchase Agreements with the Sponsor or its designees for a Unit adversely affected as a result of the above changes, will be given the right to rescind their Purchase Agreements and receive a refund of any disclosed in an amendment to the Offering Plan for the Property. The provisions of this Paragraph 16 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designee(s). In the event of any such change in an Unsold Units, Sponsor shall amend the Declaration and Floor Plans to reflect same.

In the event the Sponsor or its designee, exercising its rights pursuant to this Article so requires, the Board of Managers shall promptly amend the Declaration at the expense of the Sponsor or its designee, to reflect any such alteration, addition, improvements, changes or reapportionments and shall record such amendment in the Office of the Register of Kings County.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

16. INVALIDITY:

a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included;

(b) Subject to the terms of Paragraph "a" above, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, this Declaration and By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provisions as a covenant running with the Land.

17. TERMINATION OF CONDOMINIUM: The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in Common Interest of the Units. The Sponsor or its designees will not vote its interests appurtenant to

any Unsold Units for such withdrawal unless at least eighty (80%) percent in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided however, that no payment shall be made to a Unit Owner until all lienors have first been paid off out of his share of such proceeds.

18. COMMON EXPENSE: Common Expenses of the Condominium mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws. Common expenses shall be charged to unit owners according to their respective common interests; except that such expenses may be specially allocated and apportioned by the Board of Managers in a manner different from common profits and expenses for one(1) or more non-residential units; and in the case of units, either residential or non-residential or a combination thereof, profits and expenses may be specially allocated and apportioned based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners.

19. DEFINITION OF "SPONSOR-DESIGNEE": The term "Sponsor-Designee" as used in this Declaration shall mean any person or entity designated by the Sponsor to acquire title to a Unit, other than a good faith Purchaser for value purchasing pursuant to a validly executed Purchase Agreement. A "Sponsor-Designee" shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "Sponsor-Designee."

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.

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 thereof.

22. GENDER: The use of the masculine gender in this Declaration shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed by its duly authorized representatives this day of ,200 .

363 Union LLC
BY:

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 200 , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

BY-LAWS

of

THE 365-367 UNION AVENUE CONDOMINIUM

ARTICLE I

Purpose of Business

Section 1. Unit Ownership: The property located in the Borough of Brooklyn, County of Kings, City and State of New York at 365-367 Union Avenue, Brooklyn, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Kings County office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as THE 365-367 UNION AVENUE CONDOMINIUM.

Section 2. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings, and all other improvements thereon (including the Units, the Common Elements and the Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units".

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations attached hereto as Schedule A.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office: The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting: The Annual Meeting of the Unit Owners of the Condominium for the election of the Board of Managers and for such other business as may properly come before such meeting, shall be held in the Borough of Brooklyn, City of New York, at such time and place, each year as may be designated by the Board. The notice of the meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary. Such notice shall state the time when and the place within the state where it is to be held, and the Secretary shall cause a copy thereof to be delivered personally or mailed to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before the meeting. If mailed, it shall be directed to each such Unit Owner at his or her address as it appears in the records of the Condominium, unless he or she shall have filed with the Secretary of the Condominium a written request that notices intended for the him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of Unit Owners, other than those the calling of which is regulated by statute, may be called at any time by the President or Secretary or by a majority of the Board of Managers. It shall also be the duty of the Secretary to call such meetings whenever requested in writing so to do by Unit Owners owning at least twenty-five per cent (25%) of the votes of the Condominium. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 1 of this Article to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless the holders of all the Units of the Condominium be present thereat in person or by proxy. Except that there shall be a meeting commenced within sixty days after the closing of the First Unit to be sold to elect a Board of Managers.

Section 3. Waiver of Notices: The notice provided for in the two foregoing sections is not Indispensable, but any Unit Owners' meeting whatever shall be valid for all purposes if all the Unit Owners of the Condominium are represented thereat in person or by proxy, or if a quorum is present, as provided in the next succeeding section, and waiver of notice of the time, place and objects of such meeting shall be duly executed in writing either

before or after said meeting by such Unit Owners as are not so represented and were not given such notice.

Section 4. Quorum: At each meeting of Unit Owners, except where otherwise provided by law, Unit Owners representing, in person or by proxy, 51% of the votes of the Units shall constitute a quorum; in case a quorum shall not be present at any meeting, the holders of a majority of the Units represented may adjourn the meeting to some future time and place. Only those Unit Owners who, if present at the adjourned meeting, would have been entitled to vote thereat, shall be entitled to vote at any such adjourned meeting.

Section 5. Voting: At each meeting of Unit Owners, each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to his/her Unit at the time of service of notice of such meeting or at such prior date, not more than forty (40) days before such meeting, as may be prescribed by the Board of Managers as the date for determining which Unit Owners of record are entitled to notice of and to vote at such meeting. The proxies shall be in writing duly signed by the Unit Owner but need not be acknowledged or witnessed, and the person named as proxy by any Unit Owner need not himself be a Unit Owner of the Condominium. Voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to her/her Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

Section 6. Title to Units: Title to Units may be taken in the name of an individual or in the name of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporations or partnership, or in the name of a fiduciary or trust, estate, un-incorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section.

Section 7. Number of Votes: Any or all of such Owners (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one or more Units) shall be entitled to cast one vote for each .01% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to the vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .01% of Common Interest attributable to his Unit per member to be elected. If Units are owned by more than one person as joint tenants,

tenants by the entirety, or as tenants in common or by a partnership, corporation or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit as a single vote. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 8. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article II. Two thirds of Unit Owners shall mean those Unit Owners having greater than 66-2/3% of the total authorized vote of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. A vote of a majority of Unit Owners shall be sufficient for any action of any meeting, except where otherwise provided herein or required by statute.

Section 9. Inspectors of Election: Inspectors of election shall not be required to be appointed at any meeting of Unit Owners unless requested by a Unit Owner present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed or elected as provided in Section 610 of the Business Corporation Law.

ARTICLE III

OFFICERS

Section 1. Designation: The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers: The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected, their resignation or death.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be

elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer: The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Compensation of Officers: No officer shall receive any salary or other compensation from the Condominium for acting as such or for services rendered in an official capacity.

Section 9. Liability of Officers: No officer shall be liable to the Unit Owners for any mistake of judgment, negligence, or

otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify each officer against any liability or claims except those arising out of the bad faith or willful misconduct of an officer. It is intended that each officer shall have no personal liability with respect to any contract made by him on behalf of the Condominium. It is and shall be permissible for each officer who is appointed by the original Board of Managers (designees of the Sponsor), to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by an officer or out of the aforesaid indemnity in favor of each officer shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all the Unit Owners. Every agreement made by an office on behalf of the Condominium shall provide that each officer is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners, except for willful misconduct or bad faith), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all Unit Owners.

ARTICLE IV

Managers

Section 1. Number: The number of Managers of the Corporation shall not be less than three (3) nor more than seven (7), as may from time to time be herein provided and, in the absence of such provision shall be three (3). Commencing with the first election of Managers by Unit Owners of the Condominium, and until changed by amendment of this By-Law provision, and hereinafter provided, the number of Managers shall be three (3). The number of Managers shall not be decreased to a number less than the number of Managers then in office except at any Annual Meeting of Unit Owners. However, during the period the Sponsor, its Successor Offeror(s) or Designees(s) continue to own 50% or more of the Condominium the number of Managers shall remain fixed at three (3).

Section 2. Powers and Duties: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, as agent of all Unit Owners. The Board shall further have the right to employ a manager or managing agent or both, and may delegate any or all of the powers conferred by this section to such managing agent. Persons employed in the operation of the property may be designated or removed by a majority vote of the Board of Managers, or without vote by the

managing agent or manager, if such a person is employed by the Board.

Section 3. Nomination and Election: The Managers shall be elected for a term of one year at the Annual Meeting of Unit Owners or at a Special Meeting called for that purpose as provided by law. Each Condominium Unit shall be entitled to cast one vote for each .01% of Common Interest in the Condominium appurtenant to the Unit, which may be cast all for one nominated Manager, or divided among any number of candidates. Their term of office shall be until their respective successors are elected and qualify.

Section 4. Quorum: A majority of the Managers then authorized by these By-Laws shall constitute a quorum.

Section 5. Vacancies: Vacancies in the Board of Managers resulting from death, resignation or otherwise may be filled without notice to any of the Unit Owners by a vote of a majority of the remaining Managers present at the meeting at which such election is held for that purpose promptly after the occurrence of any such vacancy even though no quorum is present. Each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of Unit Owners to serve the remaining term. In the event of the failure to hold any election of Managers at the time designated for the annual election of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a Special Meeting of Unit Owners shall be called to elect a new Board of Managers. Any vacancy created by amendment of these By-Laws shall be filled in the manner provided in the resolution adopting such amendment. In case of a reduction of the authorized number of Managers by amendment of these By-Laws, the Manager, if any, whose term of office shall cease, shall be determined in the manner provided in the resolution adopting such amendment.

Section 6. Meetings: The Board of Managers shall meet immediately after the Annual Meeting of Unit Owners without notice and also whenever called together by any Manager of the Condominium or upon the written request of any three Managers then holding office, upon notice given to each Manager, by delivering personally, mailing or telegraphing the same to him at least two days prior to such meeting at the last address furnished by him to the Condominium. Regular meetings may be held without notice at such times and places as the Board of Manager may determine. Any meeting of the Board at which all the Managers shall be present, or of which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of Managers may be held either at the principal office of the Condominium or elsewhere within the State of New York as provided in the notice calling the

meeting, unless the Board of Managers by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Managers, each Manager shall be entitled to one vote. The vote of a majority of the Board of Managers present at the time of a vote of a duly constituted meeting shall be the act of the Board of Managers.

Section 7. Resignation and Removal: Any Manager may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed from office at any time with or without cause upon the affirmative vote of the Unit Owners whose aggregate vote is at least 51% of the votes of the Condominium at a Unit Owners' meeting duly called for the purpose; provided, however, that the Manager(s) elected by the Holders of "Unsold Units" can be removed only for cause by a vote of a majority of the Unit Owners or without cause by the Holders of Unsold Units.

Section 8. Annual Cash Requirements: The Board of Managers shall, from time to time determine the cash requirements as defined in the Condominium's By-Laws, and fix the terms and manner of payment of Common Charges as more specifically set forth in Article VI. The Board of Manager shall have discretionary power to prescribe the manner of maintaining and operating the Building, to be paid as aforesaid by the Unit Owners. Every such determination by the Board of Managers shall be final and conclusive as to all Unit Owners and any expenditures made by the Condominium's officers or its agent under authority of, or with the approval of, the Board of Managers of the Condominium shall, as against the Unit Owners, be deemed necessarily and properly made for such purpose. Until the earlier of (i) the second anniversary of the First Closing or (ii) such time as the Holders of Unsold Units hold less than 50% of the outstanding votes of the Residential Units, the Board of Managers of the Condominium will not take any of the following actions unless Unit Owners owing at least 51% of the votes of Residential Units of the Condominium approve in writing or by vote, in person or by proxy, at a duly constituted meeting called for such purpose:

a) Increase the number or change the type of employees from that described in the NOTES TO SCHEDULE B of the offering plan;

b) Provide for new or additional services from indicated in the NOTES TO SCHEDULE B, unless the annual cost of such new or additional services, when added to the annual cost of all other services, being provided, is no greater than that provided in said notes;

c) Establish any reserve other than the Reserve and/or Working Capital Funds set forth in the Offering Plan.

However, notwithstanding anything contained herein to the contrary, the Sponsor, as Holder of Unsold Units, or other Holder(s) of Unsold Units, shall not veto the expenses set forth in SCHEDULE B of the Offering Plan, or expenditures required to comply with applicable laws or regulations.

Section 9. Rules and Regulations: The Board of Managers may from time to time adopt and amend such rules and regulations as it may deem necessary in respect to the Building of the Condominium for the health, safety and convenience of the Unit Owners. Copies thereof and of changes therein shall be furnished to each Unit Owner.

Section 10. Compensation: No Member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 11. Liability of the Board of Managers: The Members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers, who are designated by the Sponsor, to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, or the Managing Agent, or the Manager, on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager as the case may be, are acting only as agent for the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent or by the Manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that

each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE V

NOTICES

Section 1. Definitions: Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such Managers or Unit Owner or mortgagee in such address as appears on the books of the Condominium.

Sections 2. Service of Notice Waiver: Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses, and allocate and assess such Common Charges and Expenses among the Unit Owners in proportion to their respective Common Interests; except that such expenses may be specially allocated and apportioned by the board of managers in a manner different from common interest to one (1) or more non-residential units; or in the case of either residential or non-residential units or any combination thereof, such expenses bay be specially allocated and apportioned based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-Laws and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such

amount as the Board of Managers may deem proper for the operation and maintenance of the Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based, to all Unit Owners. Any dispute relating to the expenses to be borne by the Unit Owners shall be submitted to arbitration in accordance with theses By-Laws.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance: The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Buildings containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners) together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees with certificates of insurance, as their interests may appear, in an amount to be determined by the Board of Managers. In the event this building includes a commercial unit, the Board of Managers shall annually obtain from the insurance broker a letter stating the extent to which the cost of insurance for the condominium, on account of the usage of the commercial unit, exceeds the cost which would otherwise have been obtained if no commercial unit were present; and this cost shall be borne by the commercial unit owner. A copy of the letter shall be delivered to the commercial unit owner within ten (10) days after receipt thereof, and the commercial unit owner shall be obligated the amount assessed therein with fifteen (15) days after receipt thereof.

Section 3. Payment of Common Charges: All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of

Managers pursuant to the provisions of Section 1 of Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him.

Section 4. Collection of Common Charges and Assessments: The Board of Managers shall assess Common Charges against Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof.

Section 5. Default in Payment of Common Charges or Assessments: In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owners shall be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 6. Foreclosure of Liens for Unpaid Common Charges: In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. The proceeds from the sale of any Unit pursuant to this Section shall be used first to pay the unpaid Common Charges and/or assessments, plus reasonable attorney's fees and administrative costs and any other lawful liens

on the defaulting Unit. Amounts above this, if any, will be the property of the defaulting Unit Owner. If after the sale of Unit for the nonpayment of Common Charges and/or assessments, the sale does not recover the full amount due and owing, the Board o Managers has the right to assess all the Unit Owners as a Common Expense for the difference between the amount received by the Condominium from the sale of the Unit and the amount owed to the Condominium.

Section 7. Statement of Common Charges and Assessment: The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 8. Abatement and Enjoinment of Violations by Unit Owners: The violation of any rule or regulation adopted by the Board of Managers, or the branch of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws; (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9. Maintenance and Repairs:

a) All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting exterior side of Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures and air conditioning units within the Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, excepting as otherwise specifically provided herein.

b) All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or

neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed as per the Declaration.

Section 10. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following:

a) The Units shall be used for private residences only, except that a Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained. Notwithstanding the foregoing, the Sponsor or Sponsor-Designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction or the Building and to comply with its obligations.

b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d) No unlawful use shall be made of the Property of any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall

have the obligation to maintain or repair such portion of the Property.

e) No portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit including the Limited Common Elements appurtenant thereto), may be separately rented.

Section 11. Additions, Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or which affects the exterior of the Building's Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or improvement. An application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition

or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 11 which requires the consent of the Board of Managers in connection with a structural addition, alteration or improvement shall not apply to Units owned by the Sponsor or its designee. All other provisions of this Section 11 shall apply to all Units.

Non-structural alterations and improvements to Units that do not affect the exterior of the Buildings may be made without the prior approval of the Board of Managers.

Section 12. Use of Common Elements and Facilities: A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-Designee shall have the right to use of the Common Elements, without charge, for the purpose set forth in Section II of this Article VI.

Section 13. Right of Access: A Unit Owner shall grant a right of access to his Unit, to the Manager and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI. Each Unit Owner will be required to give a copy of his/her keys to his/her Unit to the President of the Board of Managers who shall designate an authorized person or persons to keep the keys and use them in case of an emergency.

Section 14. Rules of Conduct: Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective.

Initial rules and regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges and Sewer Rents: Water shall be supplied to all of the Units and the Common Elements through one or more building meters or pursuant to a frontage charge and, the Board of Managers shall pay, as a Common Expense except for the Commercial Unit which shall be separately metered and billed, all charges for water consumed on the Property and in the Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed. The Commercial Unit or Units shall be entitled to a credit against common charges for the portion of such common charges allocable to water/sewer charges for residential Units.

ARTICLE VII

Mortgages

Section 1. Notice to Board of Managers: A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges: The Board of Managers, when so requested in writing by a mortgage of a Unit, shall promptly notify any mortgagee of a Unit, of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default: The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

Condemnation and Termination

Section 1. Condemnation: In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $50,000.00 or less, and to the Insurance Trustee if such award amounts to more than $50,000.00. If seventy-five (75%) percent or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five (75%) percent or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

Section 2. Termination: The Condominium may be terminated by the casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less that eighty (80%) percent in number and in Common Interest of the Units. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests. However, no payment shall be made to a Unit Owner until all liens to which his/her Unit are subject are paid off.

ARTICLE IX

Arbitration

Section 1. Procedure: Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in New York City, New York, in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City, New York before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement: The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York City Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. Binding Effect: The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Cost and Expenses: (a) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by Condominium board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE X

Conflicts

Section 1. Conflicts: These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XI

Amendments to the By-Laws

Section 1. Amendment to By-Laws: These By-Laws may be modified or amended by the vote of two-thirds (as that number is defined in these ByLaws) in Common Interests of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as there are of one or more Unsold Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be altered, amended, repealed or added to without the consent of the Holder(s) of Unsold Residential Units and the Sponsor.

ARTICLE XII

Miscellaneous

Section 1. Invalidity: The invalidity of any part of the By-Laws shall not impair or affect in any manner the valid enforceability or effect of the balance of these By-Laws.

Section 2. Captions: The captions herein are inserted only by matter of convenience and or reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision therein.

Section 3. Gender: The use of the masculine gender in the By-Laws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context requires.

Section 4. Waiver: No restriction, condition, obligation or provision contained in these By-Laws, shall be deemed to have

abrogated or waived by reason of any failure to enforce the same, respective of the number of violations or breaches thereof which may occur.

Section 5. Insurance Trustee: The Insurance Trustee selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with approval of the holders of five (5) or more Unit first mortgages). In the event the Insurance Trustee shall resign, the new insurance Trustee shall also be a bank, trust company, or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of the holders of five (5) or more Unit first mortgagees). The Board of Managers shall pay fees and disbursements of any Insurance Trustee, and such fees or disbursements shall constitute a Common Expense of the Condominium.

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

RE: 365-367 Union Avenue
Brooklyn, New York

We, 363 Union LLC, and Tomer Erlich being the Sponsor and the Principal of the Sponsor of the Offering Plan to convert the above captioned property to condominium ownership, jointly and severally certify as follows:

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20, and such other laws and regulations as may be applicable;

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

1. Set forth the detailed terms of the transaction and be complete, current, and accurate;

2. Afford potential purchasers, investors, and participants an adequate basis on which to found their judgment;

3. Not omit any material fact;

4. Not contain any untrue statement of a material fact;

5. Not contain any fraud, deception, concealment, suppression, false pretense, or fictitious or pretended purchase or sale;

6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. Not contain any representation or statement which is false where we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth; or
d) did not have knowledge concerning the representation or statement made.

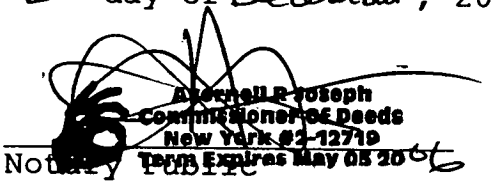
This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the Civil and Criminal penalties of the General Business Law and the Penal Law.

363 UNION LLC.
by:

TOMER

TOMER ERLICH

Sworn to before me this
13 day of December, 2006.

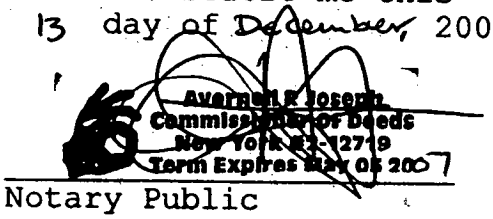


Notary Public

TOMER

TOMER ERLICH

Sworn to before me this
13 day of December, 2006.



Notary Public

ARCHITECT'S CERTIFICATION

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

RE: 365 & 367 UNION AVENUE CONDOMINIUM
365 & 367 UNION AVENUE
BROOKLYN, NEW YORK

The Sponsor of the offering plan to convert the captioned property to condominium ownership and retained our firm to prepare a report describing the construction of the property (the "Report"). Our firm visually inspected existing vacant lot and site preparation work, on 2\15\06. I reviewed the building plans and specifications and reviewed the Report which was prepared by Scarano Architects PLLC, dated October 21st, 2006, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am a registered architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report .

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(i) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property (the aspects of the property discussed in the addendum) as it will exist upon completion of construction, provided that renovation and/or construction is in accordance with the plans and specifications that I examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) does not contain any representation or statement which is false, where I:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for reviewing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

[Architect's Firm]

By: _____

Name: Robert M. Schwartz

Title: President

Sworn to before me this
25th day of October, 2006

Barbara Lewocha
Notary Public

BARBARA LEWOCHA
NOTARY PUBLIC, STATE OF NEW YORK
No. 01LE6127336
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 23, 2009

RITA KNOX REALTY INC.
LICENSED REAL ESTATE BROKER
241 FIFTH AVENUE
BROOKLYN, NEW YORK 11215

(718) 965-2722
FAX: (718) 965-0648

December 21, 2006

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF BUDGET PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

RE: 444 Humboldt Street, Brooklyn, New York

The Sponsor of the condominium Offering Plan for the above captioned property retained me to review SCHEDULE B and SCHEDULE B-1, containing the projections of income and expenses for the first year of condominium operation. Our experience in the field includes being a licensed real estate broker for over 30 years; the management of approximately 12 buildings; and, the sale of numerous condominium and rental properties. We are familiar with prices, practices, and procedures in the area of this condominium.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to SCHEDULE B and SCHEDULE B-1. We have reviewed the SCHEDULES and investigated the facts set forth in the SCHEDULES, and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in SCHEDULE B and SCHEDULE B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules do:

1. Set forth in detail the projected income and expenses for the first year of condominium operation;
2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
3. Not omit any material fact;
4. Not contain any untrue statement of a material fact;

5. Not contain any fraud, deception, concealment, or suppression;
6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. Not contain any representation or statement which is false where we:
   a) knew the truth;
   b) with reasonable effort, could have known the truth;
   c) made no reasonable effort to ascertain the truth; or;
   d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses of the first year of condominium operation. This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Rita Knox

Rita Knox
Licensed Real Estate Broker

SWORN TO BEFORE ME THIS
21 DAY OF December , 2006

Harold Gruber
NOTARY PUBLIC

HAROLD L. GRUBER
Notary Public, State of New York
No. 02GR6013647
Qualified in Kings County
Commission Expires September 21, 2010

CRT 6