**THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER.**

**CONDOMINIUM OFFERING PLAN**

# THE ELAN CONDOMINIUM

## A Plan For Condominium Ownership

of
Premises Known As

## 255 1st Street
## Brooklyn, New York 11215
**(32 Residential Units, 15 Parking Units, 35 Storage Units)**

| | |
|---|---|
| Purchase Price for Residential Units | $28,325,000 |
| Purchase Price for Parking Units | $ 750,000 |
| Purchase Price for Storage Units | $ 522,000 |
| Total Purchase Price of all Units being offered for sale | $29,597,000 |

*Sponsor and Selling Agent:*

**261 1st Condo Associates LLC**
**A.D. Shaye Realty Group**
**378 Seventh Avenue**
**Brooklyn, New York 11215**

**DATE OF ACCEPTANCE FOR FILING AUGUST 16, 2007.**

**THE TERM OF THE INITIAL OFFER WILL END ON AUGUST 15, 2008 UNLESS EXTENDED IN A DULY FILED AMENDMENT.**

**SEE PAGE (v) OF THE PLAN FOR SPECIAL RISKS TO PURCHASERS.**

**THIS OFFERING PLAN IS THE 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 GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.**

**BECAUSE 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 THE MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN (SEE PAGE i FOR SPECIAL RISK SECTION OF THE PLAN.)**

PART I


| | | PAGE |
|---|---|---|
| SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS | | v |
| SECTION | | |
| A. | INTRODUCTION | 1 |
| | 1. The Property | 2 |
| | 2. Features of Condominium Ownership | 3 |
| | 3. Offering of Units for Sale | 5 |
| | 4. Certain Definitions | 5 |
| B. | DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS | 9 |
| C. | LOCATION AND AREA INFORMATION | 14 |
| D. | OFFERING PRICES AND RELATED INFORMATION, SCHEDULE A | 15 |
| | Notes to Schedule A | 18 |
| E | BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION, SCHEDULE B | 22 |
| | NOTES TO SCHEDULE B | 23 |
| | BUDGET FOR INDIVIDUAL ENERGY COSTS, SCHEDULE B-1 | 27 |
| F. | COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i) | 34 |
| G. | CHANGES IN PRICES AND UNITS | 35 |
| H. | EFFECTIVE DATE | 36 |
| I. | PROCEDURE TO PURCHASE | 38 |
| J. | ASSIGNMENT of PURCHASE AGREEMENTS | 44 |
| K. | TERMS OF SALE | 45 |
| L. | UNIT CLOSING COSTS AND ADJUSTMENTS | 47 |

| | | |
|---|---|---|
| M. | INTERIM LEASES | 50 |
| N. | RIGHTS AND OBLIGATIONS OF SPONSOR | 51 |
| O. | CONTROL BY SPONSOR | 56 |
| P. | CONDOMINIUM BOARD | 58 |
| Q. | RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARD OF MANAGERS | 60 |
| R. | REAL ESTATE TAXES | 72 |
| S. | INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM | 74 |
| T. | OPINION LETTERS | 76 |
| | 1. Tax Opinion of Counsel | 77 |
| | 2. Post Rehab Assessment Letter | 83 |
| | 3. 421 Opinion Letter | 94 |
| U. | RESERVE FUND AND WORKING CAPITAL FUND | 101 |
| V. | MANAGEMENT AGREEMENT AND CONTRACTS | 102 |
| W. | IDENTITY OF PARTIES | 103 |
| X. | REPORTS TO UNIT OWNERS | 105 |
| Y. | DOCUMENTS ON F1LE | 105 |
| Z. | GENERAL | 106 |
| AA. | SPONSOR'S STATEMENT OF BUILDING CONDITION | 107 |

PART II


| EXHIBIT | PAGE |
|---|---|
| 1. PURCHASE AGREEMENT | 109 |
| 1A. FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER | 129 |
| 2. POWER OF ATTORNEY | 131 |
| 3. FORM OF UNIT DEED | 135 |
| 4. DESCRIPTION OF PROPERTY AND SPECIFICATIONS | 141 |
| 5. FLOOR PLANS | 163 |
| 6. FORM OF APPLICATION TO ATTORNEY GENERAL FOR RESOLUTION OF DISPUTE CONCERNING DOWNPAYMENT | 199 |
| 7. FORM OF ESCROW AGREEMENT WITH RESPECT TO DOWNPAYMENTS | 205 |
| 8. DECLARATION OF CONDOMINIUM | 211 |
| 9. CONDOMINIUM BY-LAWS | 229 |
| 10. CERTIFICATIONS | 279 |
| A. SPONSOR AND PRINCIPALS | 281 |
| B. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET | 283 |
| C. SPONSOR'S ARCHITECT | 285 |

**THIS PAGE INTENTIONALLY LEFT BLANK**

## SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

### 1. DOWN PAYMENTS; DEFAULT BY PURCHASERS UNDER THEIR PURCHASE AGREEMENTS

Purchasers will be required to make a downpayment upon execution of a Purchase Agreement in an amount equal to 10% of the purchase price. Sponsor anticipates that the First Closing will occur on or about January 1, 2008. Down payments made by the Purchaser will be held in escrow until the closing of the Unit. If the First Closing does not occur within 12 months after January 1, 2008 Sponsor will offer Purchasers the right to rescind their Down payments, returned together with any interest accrued thereon. After the Plan has been declared effective and the First Closing has occurred, if a Purchaser defaults under a Purchase Agreement and does not cure such default within 30 days after written notice of such default, then Sponsor shall cancel such Purchase Agreement and retain, as liquidated damages, the entire downpayment together with interest earned thereon. "Time is of the essence" with respect to a Purchaser's obligations under a Purchase Agreement. Accordingly, a Purchaser who defaults in making timely payment of the balance of the purchase price and does not cure such default with the time provided may not be afforded any additional time to make such payment. (See Part I, Section I, for further discussion.)

### 2. CONTROL BY SPONSOR; FIRST MEETING

Sponsor will be entitled to elect or designate a majority of the members of the Board of Managers of the Condominium until the later to occur of five years after the first closing of the title to any Unit (the "First Closing") or the closing of title to an aggregate of 50% (in number and in aggregate Common Interests) of the Units. Therefore, during this period (the "Initial Control Period") Sponsor will be able to control the maintenance and operation of, and services to be provided by, the Condominium; Sponsor will also be able to control the determination of the Common Charges to be paid by all Unit Owners. Moreover, during the Initial Control Period, the Board may not, without the prior written consent of Sponsor, make any additions, alterations or improvements to the Common Elements, assess Common Charges to create or increase reserve funds in excess of 5% of the projected Common Expenses, increase or decrease the number of Condominium employees, enter into service or maintenance contracts or otherwise increase services beyond those described in this Plan, or borrow money on behalf of the Condominium; unless, however, in each case such action does not increase the Common Charges by more than 5% in the aggregate above the prior year. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: 1. to comply with applicable laws or regulations; or 2. to remedy any notice of violation; or 3 to remedy any work order by an insurer. Moreover, sponsor may exercise veto power over expenses other than those described above for a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than 25% of the common interest, whichever is sooner. (See Part I, Section O and Section P for further discussion.)

The Board shall consist of two members designated by Sponsor until the First Annual Meeting of Unit Owners, at which time the incumbent members will resign and five members will be elected by the Unit Owners. The Board will call a special meeting of the Unit Owners within 180 days after the First Closing and shall elect a new five member Board. The First Annual Meeting of the Board shall be held within thirty days following the later to occur of (a) the fifth anniversary of the First Closing or (b) the closing title to at least 50%, in number and in Common Interests, of all Units. However, at elections of members to the Board held during the Initial Control Period (that

is, the period ending upon the later to occur of (a) the fifth anniversary of the First Closing or (b) the closing of title to Units representing 50% (in number and in aggregate Common Interests) of all Units), Sponsor and/or its designee will have the right to elect or designate not more than three members of the Board, in the aggregate, who are related to or affiliated with Sponsor, such designee or other Unsold Unit Owners, and Sponsor, such designee and all other Units Owners shall have the right to elect the remaining members of the Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. Within 30 days offer the Initial Control Period ends, there will be a meeting to elect new members unrelated to Sponsor.

3. NO BOND OR OTHER SECURITY

No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments or real estate taxes with respect to Unsold Units. Sponsor represents that it has the financial resources to pay such amounts with respect to the Unsold Units and agrees to pay such amounts. (See Part I, Section N, for further discussion.)

4. TRANSFER TAXES

Purchasers shall be obligated to pay the New York City Real Property Transfer Tax and New York State Real Property Transfer Tax (Deed Stamps) which by law are the primary obligation of the Seller. (See Part I, Section L, for further discussion.) For the purposes of computation of the aforementioned taxes, the consideration is calculated by adding the amount of tax as additional consideration to the purchase price. The taxes are then paid on said higher consideration.

5. NO RESERVE FUND

No Reserve Fund is being established for the Condominium Sponsor has elected not to provide for a reserve fund to be used for capital replacements, or repairs, The Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to create a Reserve Fund by special assessment or by increases in Common Charges.

6. RESTRICTIONS OF BANKS REGARDING NUMBER OF SOLD UNITS

Pursuant to existing law and regulation the sponsor may declare the plan effective by entering into contracts to sell a minimum of fifteen percent of the apartments in the building. Even if the plan is declared effective within a minimum number of sales contracts, it is possible that the sponsor may be able to convert the building with fewer than the minimum number of sales, if purchasers counted towards effectiveness do not ultimately purchase an apartment.

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 (or 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 once 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.

## 7. DEFAULT

In the event that a Purchaser fails to close title on the date set for closing or otherwise fails to perform any other obligations under his or her Purchase Agreement, and such default is not cured within 30 days after Sponsor gives written notice to such Purchaser of the default, Sponsor, at its option, may cancel such Purchase Agreement and retain as liquidated damages the Downpayment made by the Purchaser, together with interest earned thereon, and all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate. In the event Sponsor elects not to cancel the Purchase Agreement as a result of the failure of the Purchaser to close on the date specified by Sponsor, or if Sponsor approves a request from Purchaser to adjourn the closing date, then Sponsor may require that (a) the Purchaser pay Sponsor interest at a rate of eighteen (18%) percent per annum. (or such lower rate per annum if the legal limit is changed by law at the time of contract and 18% per annum then exceeds the legal limit) on the total purchase price, computed from the original closing date until the transaction is actually closed, and (b) all apportionments between Sponsor and the Purchaser be made as of the original closing date.

Time is of the essence with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Purchase Agreement, and to cure a default within 30 days after Sponsor gives notice to the Purchaser of such default. Therefore, a Purchaser who defaults under his or her Purchase Agreement and who does not cure such default within said 30-day period may not be permitted any additional time to cure such default.

## 8. FINANCING

Purchaser's obligations under the Purchase Agreement are contingent upon obtaining financing, if desired, for the purchase of the Unit. Purchasers will have thirty (30) days after execution of the Purchase Agreement to obtain a commitment for financing. Purchaser must notify Sponsor within five (5) days after the expiration of the aforementioned 30-day period if Purchaser is unable to obtain the commitment. Purchasers should note that financing commitments for purchase of Units may have expiration dates prior to which closing of title to the Unit may occur, unless the commitment is extended. It is Purchaser's obligation to obtain any extension of the commitment if necessary. If such extension is granted, or another commitment issued, no guarantee can be made that the terms will be the same as the expired commitment.

## 9. WORKING CAPITAL FUND CONTRIBUTION

Purchasers of residential units shall, at the closing of their units, pay the sum of $1,000 for each Unit purchased to the Condominium Board. At the closing of all residential units, $32,000 will augment the Condominium's Working Capital Fund or any reserve or other fund then held or maintained by the Condominium Board. See Part I, Section U.

10. Sponsor shall not be obligated to correct, repair or replace any and all defects relating to construction of the Residential Units, the Common elements, and the Residential Limited Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common elements. The Housing Merchant Implied Warranty Law (GBL Article 36-B) is not applicable to this Offering. See Section entitled "Rights and Obligations of Sponsor" for further discussion. However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation.

10. SPONSOR' RIGHT TO RENT

Sponsor has reserved the unconditional right to rent, rather than sell, units as they become available. This may result in the creation of a condominium in which the majority of the units are owned by owner-occupants or investors unrelated to the Sponsor. Purchasers for their own occupancy many never gain control of the Condominium Board under the terms of this Plan and may have difficulty in financing or reselling their Units. Because sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more than ten units or 30%.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their units as their personal residences, prospective purchasers should be aware that the decision to sell or not to sell or rent any unit shall be made by the sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the unsold units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers.

Further, pursuant to the terms of the Plan and By-Laws, the Board of Managers has no right to approve or reject the sale of a unit to a prospective purchaser and therefore there is no limit as to the number of investor or non-occupant owners of units in the Building.

12. CONSTRUCTION LENDER REQUIREMENTS

Although Sponsor can declare the Plan effective when it has contracts for 15% of the Residential Units (5) units, it cannot close the First Unit until there are contracts for at best 30% of the Residential Units (10 units) as a consequence of the requirements of Builders Bank, its construction lender.

13. PARKING SPACE UNITS

There are 15 Parking Space Units ("PS Units") for sale on a "first come, first served" basis to purchasers of Residential Units. The PS Units are located in a fenced outdoor area at the rear of the Building and accessed through a gate at the Garfield Place lot line. No units are locked in by another unit. Unit 4 is designated a handicapped parking space (see below).

14. HANDICAPPED PARKING SPACE

Parking Space #4 has been designated as a handicapped parking space and will be the last parking space to be sold unless it has been previously sold to a handicapped person. The purchase of Parking Space #4 and any subsequent sale, transfer or hypothecation of it, is hereby subject to the following covenant and restriction which will be placed in the deed unless it is owned by a handicapped person:

In the event the present or future Owner of a Unit, or member of his or her family, is or becomes handicapped and acquires handicap plates for his or her vehicle, and said Unit Owner is the Owner of a Parking Space, said Unit Owner has the right to demand that the Owner of Parking Space #4 trade the handicapped parking space he/she owns with said handicapped Owner.

In the event the present or future Owner of a Unit, or member of his or her family, if or becomes handicapped and said Unit Owner does not own a Parking Space, said Unit Owner has the right to demand that the Owner of Parking Space #4 sell it at the then current, fair market value, to said handicapped Owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

If the parties can not agree on the fair market value of the Parking Space then the parties agree to submit the matter to binding arbitration in accordance with Article XIII of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed

a. If to the Condominium Board, to the Condominium Board at its principal office with a photocopy sent to the Managing Agent (if any) at its principal office address;
b. If to a Unit Owner other than Sponsor or its designee, to such Unit Owner at his or her address at the Property;
c. If to Sponsor or its designee, to Sponsor or such designee; and
d. If to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

The Owner of Parking Space #4 must comply with the aforementioned demand upon thirty (30) days notice. See Offering Plan , Part I, Description of Property

15. REAL ESTATE TAXES

The estimate for real estate taxes for the Units for such first year will be based on the post rehabilitation assessed valuation for the Residential Units for the period January 1, 2008 through December 31, 2008 which is estimated at $3,036,376 and on the estimated tax rate in effect for the

twelve month period commencing July 1, 2008 at 13.252 % per $100 of assessed valuation. The taxes are estimated at $401,937.93.

Sponsor has submitted an application for 421-a real estate partial tax exemption benefits for the Residential Units. Notwithstanding the above, it is anticipated that 421-a tax benefits will be in effect no later than July 1, 2009. At the time that the 421-a- benefits are in effect, the real estate taxes for the Residential Units will be $14,625.57. Sponsor's 421-a expert, Steven Wekselblatt, Esq., has issued an Opinion Letter, dated July 16 , 2007, indicating that the units will be eligible to receive these benefits based on certain assumptions and conditions set forth therein.

These opinion letters are reproduced in their entirety in the Plan, Part I, Section T.

# PART I

A. INTRODUCTION

261 1st Condo Associates LLC ("Sponsor"), presents this Offering Plan (the "Plan") for the establishment of 255 1st Street Condominium, consisting of the land and building, and appurtenances thereto, known by the street number 255 1st Street, Brooklyn, New York.

The purpose of the Plan is to set forth in detail all material terms of the offering by Sponsor of the Residential Units located in the Condominium. Sponsor may amend the Plan from time to time by filing an amendment with the New York State Department of Law ("Department of Law"), a copy of which amendment will be mailed or personally delivered to all purchasers of Units pursuant to executed Purchase Agreements and to all Unit Owners.

Part I of the Plan sets forth a general description of the offering and the rights and obligations of Sponsor and Unit Owners. Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property and certifications by Sponsor, Sponsor's architect and Sponsor's financial experts. In addition to the Plan, Sponsor has filed with the Department of Law exhibits to the Plan which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information).

The Plan, including all Schedules set forth herein, and Parts A, B, C and D of the exhibits, together constitute the entire offer of Sponsor to sell Units at the Condominium. Sponsor shall not make, and has not authorized any other party to make, any oral representations or statements concerning this Plan, and no such representations or statements shall be considered part of this Plan. No information, data or representations other than those contained herein or in the documents annexed hereto as exhibits in Part II of this Plan may be relied upon. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge, and for copying, at a reasonable charge, at the Condominium's Sales Office by appointment and at the Department of Law.

The Condominium will be organized pursuant to Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as and hereinafter referred to as the "Condominium Act." The Condominium is subject to and will comply with all statutes and regulations applicable to condominiums in the State of New York.

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

Each capitalized term used in Part I of the Plan shall have the meaning ascribed thereto in the section of the Plan entitled "Certain Definitions", unless otherwise clearly indicated.

1. The Property

On November 2, 2004, the Sponsor purchased the Land located at 255 1st Street, Brooklyn, New York.

It is noted that although it is the intent of Sponsor that all Units be offered for sale pursuant to the terms of the Offering Plan, Sponsor has reserved the unconditional right to withhold certain Residential Units from sale. In the event that the Sponsor withholds one or more of the units from sale, Sponsor shall amend the Plan to disclose which units are being withheld. If Sponsor leases certain units to tenants and such units are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their units as their personal residences, prospective purchasers should be aware that the decision to sell or not to sell or rent any unit shall be made by the sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the unsold units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment on the sponsor's part to sell more units than necessary to declare the Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Plan and By-Laws, the Board of Managers has no right to approve or reject the sale of a unit to a prospective purchaser and therefore there is no limit as to the number of investor or non-occupant owners of units in the Building.

Sponsor has a construction loan with The Builders Bank, 77 West Wacher Drive, Chicago, Illinois. There are no provisions in the mortgage with respect to the rental of the units. The provision in the mortgage regarding the sale of the units are that Sponsor may not close the first unit until purchase agreements have been signed for at least 10 units.

Closings of Units will begin on or about January 1, 2008. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date to close title to their Units is delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if (i) the amended budget exceeds the projected budget set forth herein by 25% or more or (ii) the First Closing does not occur within 12 months after January 1, 2008, the date set forth in Schedule B as the commencement date for the first year of Condominium operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to

rescind their Purchase Agreements within not less than fifteen days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Downpayments and any interest accrued thereon returned.

Sponsor reserves the right to change the number of Units from time to time by subdividing and/or combining Units, even after the Condominium is created, unless a binding Purchase Agreement for such Unit has been entered into and the Purchaser does not consent to such change. (See "Changes in Prices and Units", Section G, of Part I of the Plan.)

A detailed description of the Property is contained in "Description of the Property and Improvements" in Part I, Section B, of the Plan.

2. Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home or commercial building, as the case may be. Each Unit Owner is the fee owner of his or her Unit. Each Unit Owner also owns, in common with the owners of all other Units, an undivided interest in the Common Elements, which, as more particularly set forth herein and in the Declaration, include all Parts of the Property other than the Units themselves, including, without limitation, the Land and the roofs, foundations and supports of the Building, and all areas, equipment or facilities for the common use of two or more Units or two or more Unit Owners. Unit Owners will have the exclusive use of Limited Common Elements appurtenant to their units which are balconies and/or terraces. Those limited common elements are as follows: Unit 1A : Terrace; Unit 1B: Terrace; Unit 3A: Balcony, Unit 3B: Balcony; Unit 3C : Balcony; Unit 4A: Balcony; Unit 4B Balcony; Unit 4C Balcony; Unit 5A Balcony; Unit 5B Balcony; Unit 5C Balcony; Unit 6A Balcony; Unit 6B Balcony and Terrace; Unit 6C Balcony and Terrace; Unit 7A Balcony; Unit 7B Balcony and Terrace; Unit 7C Balcony and Terrace; Unit 8A Balcony ; Unit 8B Balcony and Terrace; Unit 8C Balcony and Terrace; Unit 9A balcony and Terrace; Unit 9B Balcony and Terrace; Unit 9C Balcony; Unit 10A Terrace; Unit 10B Balcony and Terrace; Unit 11A Balcony; Unit 12A Balcony and Terrace; Unit 12B Balcony and Terrace.

Use and occupancy of the Units is governed by the By-Laws of the Condominium, the provisions of this Plan and applicable laws.

A Residential Unit may be used only as a residence and, subject to compliance with the By-Laws and applicable laws, for a lawful home occupation. The Parking Units may be used to park cars. They may not be used for commercial vehicles.

Any sale or lease of a Unit will be subject to a right by the Board to acquire or lease the Unit on the same terms as were offered by the Unit Owner and is not subject to the consent of the Board. There is no limit on the number of owners who may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of owners who are non-residents. This right of first refusal in favor of the Board is not applicable to a sale or lease of the Unsold Units. For a more complete discussion of the foregoing, see Part I, Section P, of the Plan.

The Condominium Board does not have the right to approve or disapprove purchasers. There is no limit on the number of owners who may purchase for investment rather than for personal occupancy; there may always be a substantial percentage of owners who are non-residents. Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of Condominium in accordance with Sections 339(i)(l)(iv) and 339(m) of the New York Condominium Act. The estimated Common Charges for each Unit for the projected first year of Condominium operation are set forth in Schedule A.

Operation of the Condominium will be vested in a Board of Managers, which will be elected by the Unit Owners. As more particularly set forth in the By-Laws, the Board will determine the amounts of Common Expenses, and the allocation of Common Expenses and will assess Unit Owners for Common Charges accordingly.

Unit Owners may decorate the interior of their Units in any way that they desire, subject to compliance with the By-Laws and Rules and Regulations. Unit Owners will be responsible for maintaining, repairing and painting their Units at their own expense. Unit Owners must obtain the consent of the Board before altering their Units.

Each Unit Owner may mortgage his or her Unit with such lender and in such amount as he or she chooses, provided only that the Unit Owner notifies the Board of the name and address of the lender, files a copy of the note and mortgage with the Board and satisfies all unpaid liens against his or her Unit prior to making such mortgage. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

After the City of New York assesses as a separate tax lot each Unit and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against such Unit, and no Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

In the opinion of Raphael and Marks, Sponsor's counsel, a Residential Unit Owner who utilizes his Unit as his primary or secondary residence, and who itemizes deductions generally may, under the income tax laws and regulations in effect as of the date of this Plan, subject to certain limitations, deduct from his income for Federal, New York State and New York City income tax purposes:

(a) the annual real estate taxes assessed against his Unit and paid or incurred by such Unit Owner; and
(b) the annual interest paid or incurred by such Unit Owner on mortgage indebtedness incurred to acquire or substantially improve his Unit.

Prospective Purchasers should refer to "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in Section S below, as well as to such counsel's Income Tax Opinion reproduced in Section T of Part I for a more complete discussion.

After the closing of title, Unit Owners will be responsible for maintaining casualty insurance with respect to fixtures, equipment and personal property within the Unit and liability insurance with respect to occurrences in or about the Unit. The Board will be responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of Section 6.4 of the By-Laws. See "Rights and Obligations of the Unit Owners and the Board of Managers" in Part I, Section Q, for a more complete discussion of the foregoing.

3. Offering of Units for Sale

Sponsor hereby offers 32 Residential Units, 15 Parking Units and 35 Storage Units for sale under the Plan.

There are no limitations on who may purchase Units. However, Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Board, any Unit Owner or mortgagee, to refuse to approve and execute a Purchase Agreement for any Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, disability, marital status or national origin, or as otherwise Prohibited by applicable law.

The prices for the Units offered under the Plan are listed on Schedule A, entitled "Schedule of Purchase Prices and Other Financial Details for Each Unit from January 1, 2008 to December 31, 2008, the Projected First Year of Condominium Operation". THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

The estimated Common Charges for each Unit for the projected first year of condominium operation are also set forth in said Schedule A. In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit, and interest and amortization payments on the mortgage, if any, which such Purchaser may obtain

Schedule A sets forth the estimate for the amount of real estate taxes which will be payable with respect to each Unit during the fiscal tax year from January 1, 2008 through December 31, 2008. See Note 6 to Schedule A of Part I.

4. Certain Definitions

For convenience, general definitions of certain of the terms used in Part I of the Plan are set forth below, which definitions are subject, in many cases, to the more particular definitions of such terms set forth in the Declaration and By-Laws included in Part R of the Plan.

Board: The Board of Managers of the Condominium, also sometimes referred to as the "Condominium Board".

Building: The building and other improvements located on the Land and commonly known as 255 1st Street, Brooklyn, New York.

By-Laws: The By-Laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, including the Rules and Regulations.

City Register's Office: The King's County office of the Register of the City of New York.

Common Charges: Assessments payable to the Condominium Board by Unit Owners for the purpose of meeting Common Expenses.

Common Elements: The Land, all parts of the Building (other than the Units), including the foundations, roofs and supports of the Building and all areas, equipment or facilities for the common use of two or more Units or two or more Unit Owners.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and the provision of services to Unit Owners.

Common Interest: The proportionate undivided interest in the Common Elements appertaining to each Unit, expressed as a numerical percentage and determined in accordance with the Declaration. The total of all Common Interest percentages appertaining to all Units equals 100%. The Common Interest is the basis of determining, among other things, a Unit Owner's (a) voting power and (b) liability for a share of the Common Expenses.

Condominium: 255 1st Street Condominium.

Condominium Board: The Condominium Board of the Condominium, also sometimes referred to herein as the "Board".

Declaration: The instrument creating the Condominium, the form of which is set forth in Part II of the Plan.

Department of Buildings: The Department of Buildings of The City of New York.

First Closing: The first date upon which title to any Unit is conveyed to a purchaser under the Plan.

Floor Plans: The floor plans of the Building which will be filed with, and approved by, the Real Property Assessment Department of The City of New York and the City Register's Office at the time the Declaration is recorded. The Floor Plans will show the locations of the Units and the Common Elements in the Building.

General Common Elements: All of the Common Elements which are not Limited Common Elements.

Initial Control Period: The period ending upon the later to occur of (a) five years after the First Closing or (b) the closing of title to Units representing 75% (in number and in aggregate Common Interests) of all Units.

Land: The land situated on 255 1st Street, Brooklyn, New York, as more particularly described in the Declaration.

Limited Common Elements: Those Common Elements, which serve or benefit exclusively specific Units.

Permitted Encumbrances: Those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Purchase Agreement.

Plans and Specifications: The Plans and specifications for the construction of the Building which (to the extent required by law) have been or will be filed with the Department of Buildings and which may, from time to time, hereafter be amended in accordance with the provisions of the Plan.

Property: The Land, the Building and the appurtenances thereto, including, without limitation, all Common Elements.

Purchase Agreement. The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth as Exhibit 1 in Part II of the Plan.

Purchaser: A purchaser of a Unit pursuant to a Purchase Agreement.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws and attached thereto as Schedule A.

Sponsor or its designee; or similar phrases: Sponsor, any affiliate of Sponsor or a designee of Sponsor shall be deemed to be a person who or entity which (i) owns 25% or more of the legal or beneficial interest of Sponsor, or (ii) an entity with respect to which Sponsor owns 25% or more of the legal or beneficial interest.

Sponsor Office: The office of Sponsor is located at 378 Seventh Avenue, Brooklyn, NY 11215, or any other office regularly maintained by Sponsor.

Unit: Any space designated as a Unit in the Declaration, consisting, generally, of the relevant condominium unit in the Building and an appurtenant undivided interest in the General Common Elements. All or any of such Units are collectively referred to as the "Units".

Unit Owner or Owner: The owner of a Unit at the time in question.

Unsold Units: Any of the Units owned by Sponsor or its designee, other than any such Unit purchased by and for the use of Sponsor or its designee. All or any of such Units are collectively referred to as the "Unsold Units".

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meanings ascribed thereto in the By-Laws or in the Declaration, as the case may be. Unless the context otherwise requires, words used in the singular include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the Land, Building, Units and Common Elements, as well as certain facilities and services to be provided at the Condominium. The units are constructed in accordance with all applicable provisions of the New York City Zoning Resolution, the New York City Building Code, the New York City Multiple Dwelling Law, the New York City Electric Code and all other applicable zoning and building laws and requirements. For a more detailed physical description of the Property, see "Description of Property and Specifications" in Part II of the Plan.

1. The Building

The Building is located on the Land, situated at 255 1st Street in the Park Slope section of Brooklyn, New York. There is approximately 65 feet of footage on 1st Street and 25 feet of footage on Garfield Place. The Sponsor is constructing a new twelve-story building with cellar consisting of 32 Residential Units.

Sponsor has engaged Stephen Kratchman, Architect, PC., as architect for the Report contained herein of record (See "Identity of Parties" in Part I, Section W).

The location in the Building, size, layout and approximate square footages of the Units are shown on the floor plans duplicated in Exhibit 5 of Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its designee to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I Section G, hereof provided, however, that any material change shall be set forth in an amendment to the Plan, that no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement which has been countersigned by Sponsor and returned to the Purchaser, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the affected Purchaser(s) the right, for at least fifteen days, to rescind their Purchase Agreements and receive a refund of their Downpayments, together with all interest earned thereon.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the floor plans. With regard to size, such minor error would mean an increase or decrease in the size of any apartment of 5% or less but not 5% to an individual room.

Sponsor presently contemplates that closings of Units will begin on or about January 1, 2008. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to their Units is delayed or postponed by Sponsor. However, if the First Closing does not occur within 12 months after January 1, 2008 the date set forth in Schedule B as the commencement date for the first year of 6ondominium

operation, then Sponsor will offer all Purchasers the right to rescind their Purchase Agreements and receive a refund of their downpayment, with interest, if any.

Further, in the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if the amended budget exceeds the projected budget set forth in the Plan by 25% or more Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Downpayments and any interest accrued thereon returned.

2. Residential Units

There will be a total of 32 Residential Units located on floors cellar to twelve of the Building. Detailed descriptions of the Units are set forth in the Declaration and in Exhibit 4 in Part II of the Plan. Exhibit 4 also includes a detailed description of the fixtures, finishes, appliances and equipment included in each Unit.

A Residential Unit may be used only as a residence and, subject to compliance with these By-Laws, for a lawful home occupation. A Residential Unit may only be occupied by (i) any individual who is a Unit Owner or permitted lessee, (ii) any officer, director, stockholder or employee of any corporation which is a Unit Owner or permitted lessee, (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee, (iv) the fiduciary or beneficiary of any fiduciary which is a Unit Owner or permitted lessee and member and/or non-paying guests of any of the forgoing.

3. Parking Space Units

There are 15 Parking Space Units ("PS Units") for sale on a "first come, first served" basis to purchasers of Residential Units. The PS Units are located in a fenced outdoor area at the rear of the Building and accessed through a gate at the Garfield Place lot line. No units are locked in by another unit. Unit 4 is designated a handicapped parking space.

Parking Space #4, the handicapped parking space, will be the last parking space to be sold unless it has been previously sold to a handicapped person. The purchase of Parking Space #4 and any subsequent sale, transfer or hypothecation of it, is hereby subject to the following covenant and restriction which will be placed in the deed unless it is owned by a handicapped person:

In the event the present or future Owner of a Unit, or member of his or her family, is or becomes handicapped and acquires handicap plates for his or her vehicle, and said Unit Owner is the Owner of a Parking Space, said Unit Owner has the right to demand that the Owner of Parking Space #4 trade the handicapped parking space he/she owns with said handicapped Owner.

In the event the present or future Owner of a Unit, or member of his or her family, if or becomes handicapped and said Unit Owner does not own a Parking Space, said Unit Owner has the right to demand that the Owner of Parking Space #4 sell it at the then current, fair market value, to said

handicapped Owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

If the parties can not agree on the fair market value of the Parking Space then the parties agree to submit the matter to binding arbitration in accordance with Article XIII of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

A. If to the Condominium Board, to the Condominium Board at its principal office with a photocopy sent to the Managing Agent (if any) at its principal office address;
B. If to a Unit Owner other than Sponsor or its designee, to such Unit Owner at his or her address at the Property;
C. If to Sponsor or its designee, to Sponsor or such designee; and
D. If to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

The Owner of Parking Space #4 must comply with the aforementioned demand upon thirty (30) days notice.

4. Storage Units

There will be 35 Storage Units, located in the Cellar that will be sold to Residential Unit Owners on a first come, first served basis.

5. Limited Common Elements: Terraces and Balconies

The Limited Common Elements are those elements appurtenant to specific units for the exclusive use of the owners of those units. As indicated on page 4 and on Schedule A, terraces and balconies are appurtenant to certain Residential Units and are included in the purchase prices. The unit owner shall be responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses for any structural repairs or replacements to any Balcony or Terrace (unless caused by the Unit Owner) shall be a common expense of all unit owners.

The Condominium Board shall have the right to request a Unit Owner to remove plantings and other installations, which have been placed on the Terraces, if the Condominium Board determines, in its reasonable discretion, that such plantings, surface coverages or other installations adversely affect the integrity of the Building. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units to insure the integrity and appearance of the Building and the health and safety of the occupants.

6. Common Elements

The Common Elements consist of the Land and all parts of the Building other than the Units themselves, including, generally, the foundations, roofs and supports of the Building and all

other parts of the Building and all apparatus, installations, systems, equipment and facilities therein for the common use of the Units and Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property

The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see Exhibit 4 in Part II of the Plan and Article 7 of the Declaration (Exhibit 8 in Part II of the Plan).

7. Available Services and Facilities

Generally, all services normally associated with the operation and maintenance of a residential condominium will be provided to Unit Owners at no cost other than Common Charges; these are described below in the section entitled "Building Standard Services and Facilities".

Building Services and Facilities (included in Common Charges payable by Unit Owners):

(i) Communications Facilities and Intercom Service. Each Unit will be equipped with an intercom. This system will enable the occupants of each Unit to communicate directly with guests and visitors.

(ii) Mail. There will be an area in either the vestibule or facade of building containing mailboxes for each Unit Owner.

(iii) Maintenance Personnel. Building personnel will include a part time building superintendent.

(iv) Utilities and Cable Service. Each Unit will contain connections for all utilities, including electricity, domestic hot and cold water, telephone and cable service. Electricity will be provided by Consolidated Edison and Gas Heating and Cooking for the Building will be provided by Keyspan and metered to each Unit. Services for heating the common space are metered to the Building as an entity. Water and sewer services will be provided by The City of New York and paid for as part of the common charges and cable service by Time Warner of New York City or another cable service.

(v) Refuse Disposal. A trash compactor will be in the cellar of the Building. Each floor of the Building has an enclosed refuse room and a trash chute to the compactor.

(vi) Security Procedures. There will be a video intercom system that communicates with each unit and the exterior door. Each unit will have a video/audio station. No representation or warranty is made and no assurance is given that the security system and procedures of the Building will prevent personal injury or damage to or loss of personal property.

(vii) Smoke and Carbon Monoxide Detectors. Smoke and carbon monoxide detectors shall be provided in each Unit in compliance with applicable legal requirements.

(viii) Elevator Service. The Building will be provided with two passenger elevators servicing the cellar to the roof.

(ix) Recreational Space. Approximately 1500 square feet of the roof will be for the use of the residential unit owners. This area will have a deck with a concrete paver system. The area will be accessed by one elevator and both of the interior common stairways .

## C. LOCATION AND AREA INFORMATION

### 1. Location and Services

The Condominium is situated at 255 1st Street in the Park Slope section of Brooklyn. It is located in an R-8A and R6B zone, which permits residential development.

Park Slope is a twenty-minute subway ride to midtown Manhattan. New York City is one of the leading cultural centers of the world, with many of the finest universities, museums, libraries, theaters and cultural institutions, attracting millions of national and international tourists. New York City is the nation's center for communications, publishing, advertising, the stock market and other financial services, visual and performing arts and the fashion industry.

New York City is served by three major airports –La Guardia Airport, John F. Kennedy and Newark International Airport. Passenger railroad service is provided via the A train two blocks away.

New York City is served by three major airports –La Guardia Airport, John F. Kennedy and Newark International Airport. Passenger railroad service is provided via the subway two blocks away.

Transportation to and from the Building, and throughout New York City, is provided by the New York Transit Authority subway system, and various buses. The B, D, F, Q, M, N, R, C, G, 2, 3, 4, 5, and LIRR trains all provide convenient access throughout the boroughs. The Brooklyn Queens Expressway links the highways, bridges and tunnels. Convenient access to Manhattan is provided by the Brooklyn Bridge. A number of commercial parking garages are located nearby.

A number of excellent medical centers, such as Methodist Hospital is located on Seventh Avenue between 6$^{th}$ and 7$^{th}$ Street in Park Slope and Long Island College Hospital, which is located on Atlantic Avenue and Hicks Street in Cobble Hill.

All public services, including schools, police protection, library and street maintenance, are provided by the City of New York. The nearest Police Station is the 78$^{th}$ Precinct and is located at Sixth Avenue. The nearest Fire Station is located on Seventh Avenue.

Public schools include Brooklyn Technical High School, PS 321 and IS 51. Private Schools includes Saint Anne's, Brooklyn Friends, Berkeley Carroll School and Poly Prep Institute. Colleges include Pratt University, Saint Joseph's College, The Brooklyn Law School and Saint Francis College.

Section D

**SCHEDULE A**
**255 1ST STREET, BROOKLYN, NEW YORK, 11215**
**SCHEDULE FOR PURCHASE PRICES AND OTHER FINANCIAL DETAILS**
**FOR EACH UNIT FOR THE FIRST YEAR OF CONDOMINIUM OPERATION**
**COMMENCING ON JANUARY 1, 2008**

| 1 | 2 | | 3 | 4 | 5 | 6a | 6b | 7a | 7b | 8a | 8b |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Unit | Bed-rooms | Baths | Percentage of Common Interest | Area in Sq. Feet | Offering Price | Projected Common Charges Annual | Projected Common Charges Monthly | Projected Monthly RE Taxes w/421-a | Projected Monthly RE Taxes w/o 421-a | Monthly Carrying Costs w/421-a | Monthly Carrying Costs w/o 421-a |
| 1A | 3 | 2 | 3.95% | 1501.00 | $975,000.00 | $5,925.00 | $493.75 | $48.19 | $1,325.03 | $541.94 | $ 1,035.69 |
| 1B | 3 | 2 | 4.68% | 1779.00 | $1,250,000.00 | $7,020.00 | $585.00 | $57.10 | $1,569.91 | $642.10 | $ 1,227.10 |
| 2A | 2 | 2 | 3.44% | 1311.00 | $900,000.00 | $5,160.00 | $430.00 | $41.97 | $1,153.95 | $471.97 | $ 901.97 |
| 2B | 3 | 2 | 3.77% | 1435.00 | $975,000.00 | $5,655.00 | $471.25 | $45.99 | $1,264.65 | $517.24 | $ 988.49 |
| 2C | 3 | 2 | 3.88% | 1477.00 | $995,000.00 | $5,820.00 | $485.00 | $47.34 | $1,301.55 | $532.34 | $ 1,017.34 |
| 3A | 2 | 2 | 3.23% | 1233.00 | $885,000.00 | $4,845.00 | $403.75 | $39.41 | $1,083.50 | $443.16 | $ 846.91 |
| 3B | 3 | 2 | 3.64% | 1385.00 | $995,000.00 | $5,460.00 | $455.00 | $44.41 | $1,221.04 | $499.41 | $ 954.41 |
| 3C | 3 | 2 | 3.90% | 1485.00 | $1,050,000.00 | $5,850.00 | $487.50 | $47.58 | $1,308.26 | $535.08 | $ 1,022.58 |
| 4A | 2 | 2 | 3.23% | 1233.00 | $885,000.00 | $4,845.00 | $403.75 | $39.41 | $1,083.50 | $443.16 | $ 846.91 |
| 4B | 3 | 2 | 3.65% | 1385.00 | $995,000.00 | $5,475.00 | $456.25 | $44.53 | $1,224.39 | $500.78 | $ 957.03 |
| 4C | 3 | 2 | 3.91% | 1485.00 | $1,050,000.00 | $5,865.00 | $488.75 | $47.70 | $1,311.61 | $536.45 | $ 1,025.20 |
| 5A | 2 | 2 | 2.43% | 930.00 | $750,000.00 | $3,645.00 | $303.75 | $29.65 | $815.14 | $333.40 | $ 637.15 |
| 5B | 3 | 2 | 3.69% | 1400.00 | $995,000.00 | $5,535.00 | $461.25 | $45.02 | $1,237.81 | $506.27 | $ 967.52 |
| 5C | 3 | 2 | 3.67% | 1394.00 | $995,000.00 | $5,505.00 | $458.75 | $44.77 | $1,231.10 | $503.52 | $ 962.27 |
| 6A | 2 | 2 | 3.31% | 886.00 | $775,000.00 | $4,965.00 | $413.75 | $40.38 | $1,110.34 | $454.13 | $ 867.88 |
| 6B | 3 | 2 | 2.95% | 1124.00 | $749,000.00 | $4,425.00 | $368.75 | $35.99 | $989.58 | $404.74 | $ 773.49 |
| 6C | 2 | 2 | 2.54% | 970.00 | $775,000.00 | $3,810.00 | $317.50 | $30.99 | $852.04 | $348.49 | $ 665.99 |
| 7A | 2 | 2 | 2.31% | 886.00 | $775,000.00 | $3,465.00 | $288.75 | $28.18 | $774.89 | $316.93 | $ 605.68 |
| 7B | 3 | 2 | 2.95% | 1124.00 | $749,000.00 | $4,425.00 | $368.75 | $35.99 | $989.58 | $404.74 | $ 773.49 |
| 7C | 2 | 2 | 2.54% | 970.00 | $785,000.00 | $3,810.00 | $317.50 | $30.99 | $852.04 | $348.49 | $ 665.99 |
| 8A | 2 | 2 | 2.95% | 879.00 | $775,000.00 | $4,425.00 | $368.75 | $35.99 | $989.58 | $404.74 | $ 773.49 |
| 8B | 3 | 2 | 2.95% | 1124.00 | $759,000.00 | $4,425.00 | $368.75 | $35.99 | $989.58 | $404.74 | $ 773.49 |

PS = Parking Space Units
SU = Storage Units

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 8C | 3 | 2 | 2.54% | 970.00 | $795,000.00 | $3,810.00 | $317.50 | $30.99 | $852.04 | $348.49 | $ 665.99 |
| 9A | 2 | 2 | 2.18% | 836.00 | $725,000.00 | $3,270.00 | $272.50 | $26.60 | $731.28 | $299.10 | $ 571.60 |
| 9B | 3 | 2 | 2.83% | 1079.00 | $799,000.00 | $4,245.00 | $353.75 | $34.53 | $949.32 | $388.28 | $ 742.03 |
| 9C | 2 | 2 | 2.54% | 970.00 | $805,000.00 | $3,810.00 | $317.50 | $30.99 | $852.04 | $348.49 | $ 665.99 |
| 10A | 2 | 2 | 2.20% | 845.00 | $799,000.00 | $3,300.00 | $275.00 | $26.84 | $737.99 | $301.84 | $ 576.84 |
| 10B | 2 | 2 | 3.10% | 1178.00 | $1,100,000.00 | $4,650.00 | $387.50 | $37.82 | $1,039.90 | $425.32 | $ 812.82 |
| 11A | 2 | 2 | 2.19% | 845.00 | $700,000.00 | $3,285.00 | $273.75 | $26.72 | $734.64 | $300.47 | $ 574.22 |
| 11B | 2 | 2 | 3.08% | 1178.00 | $995,000.00 | $4,620.00 | $385.00 | $37.58 | $1,033.19 | $422.58 | $ 807.58 |
| 12A | 3 | 2 | 2.19% | 845.00 | $725,000.00 | $3,285.00 | $273.75 | $26.72 | $734.64 | $300.47 | $ 574.22 |
| 12B | 2 | 2 | 3.08% | 1178.00 | $995,000.00 | $4,620.00 | $385.00 | $37.58 | $1,033.19 | $422.58 | $ 807.58 |
| PS1 | | | 0.01% | 140.25 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS2 | | | 0.01% | 140.25 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS3 | | | 0.01% | 140.25 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS4 | | | 0.01% | 140.25 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS5 | | | 0.01% | 140.25 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS6 | | | 0.01% | 140.25 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS7 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS8 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS9 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS10 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS11 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS12 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS13 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS14 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| PS15 | | | 0.01% | 178.5 | $50,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU 1 | | | 0.01% | 55.46 | $15,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU2 | | | 0.01% | 47.25 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU3 | | | 0.01% | 47.25 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU4 | | | 0.01% | 47.25 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU5 | | | 0.01% | 47.25 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU6 | | | 0.01% | 47.25 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU7 | | | 0.01% | 47.25 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU8 | | | 0.01% | 47.18 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |

PS = Parking Space Units
SU = Storage Units

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| SU9 | | | 0.01% | 79.39 | $20,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU10 | | | 0.01% | 62.26 | $17,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU11 | | | 0.01% | 69.4 | $16,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU12 | | | 0.01% | 107.94 | $25,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU13 | | | 0.01% | 47.89 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU14 | | | 0.01% | 48.98 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU15 | | | 0.01% | 57.42 | $15,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU16 | | | 0.01% | 134.04 | $30,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU17 | | | 0.01% | 61.05 | $18,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU18 | | | 0.01% | 61.05 | $18,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU19 | | | 0.01% | 64.15 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU20 | | | 0.01% | 51.56 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU21 | | | 0.01% | 51.56 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU22 | | | 0.01% | 51.56 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU23 | | | 0.01% | 51.56 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU24 | | | 0.01% | 62.14 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU25 | | | 0.01% | 69.31 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU26 | | | 0.01% | 47.43 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU27 | | | 0.01% | 47.43 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU28 | | | 0.01% | 48.87 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU29 | | | 0.01% | 45.37 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU30 | | | 0.01% | 45.37 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU31 | | | 0.01% | 52.59 | $15,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU32 | | | 0.01% | 47.78 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU33 | | | 0.01% | 47.78 | $14,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU34 | | | 0.01% | 106.75 | $25,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| SU35 | | | 0.01% | 139.37 | $30,000.00 | $15.00 | $1.25 | $0.12 | $3.35 | $1.37 | $ 2.62 |
| **Total** | | | 100.00% | 41914.14 | $29,591,000.00 | $150,000.00 | $12,500.00 | $1,220.00 | $33,545.00 | $13,720.00 | $ 26,220.00 |

PS = Parking Space Units
SU = Storage Units

Limited Common Elements: Unit 1A : Terrace; Unit 1B: Terrace; Unit 3A: Balcony, Unit 3B: Balcony; Unit 3C : Balcony; Unit 4A: Balcony; Unit 4B Balcony; Unit 4C Balcony; Unit 5A Balcony; Unit 5B Balcony; Unit 5C Balcony; Unit 6A Balcony; Unit 6B Balcony and Terrace; Unit 6C Balcony and Terrace; Unit 7A Balcony; Unit 7B Balcony and Terrace; Unit 7C Balcony and Terrace; Unit 8A Balcony; Unit 8B Balcony and Terrace; Unit 8C Balcony and Terrace; Unit 9A balcony and Terrace; Unit 9B Balcony and Terrace; Unit 9C Balcony; Unit 10A Terrace; Unit 10B Balcony and Terrace; Unit 11A Balcony; Unit 12A Balcony and Terrace; Unit 12B Balcony and Terrace.

**Notes to Schedule A**

1. Column 1 sets forth the Unit's designation in the Building and Offering Plan.

2. Column 2:

Unit Plans depicting layouts in this Schedule A appear in Part II of the Plan. Purchasers should note that floor plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. However, any material change (for example, variations in square footage in excess of 5% will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement which has been countersigned by Sponsor and returned to the Purchaser and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the affected Purchaser(s) the right, for at least fifteen days, to rescind their Purchase Agreements and receive a refund of their Downpayments, together with all interest earned thereon.

3. Column 3: The percentage of Common Interest of each Unit has been determined, pursuant to Section 339-i (l)(iv) of the Condominium Act, based upon equal percentages within separate classifications of Units as of the date of the filing of the Declaration. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, 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 the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

The aggregate Common Interests of all of the Units equal one hundred percent.

4. Column 4: The square feet area of the Units as set forth in the floor plans and in Exhibit B to the Declaration are approximate and as is often the case in New York, these square footages exceed the usable floor area of each unit. The square foot area of the Units set forth in the floor plans, Schedule A to the Offering Plan and Schedule B to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure rental and cooperative apartments. The approximate indoor area of each unit has been measured from the exterior side of the facade or exterior building walls or glass windows at the building line and/or property line enclosing the unit, or from the midpoint of the interior party walls separating the unit from another unit, or from the public side of the interior party walls separating the unit from public corridors or exit stairs, or from the mechanical space side of interior party walls separating the unit from an elevator or other mechanical equipment space or any other common elements.

The useable square footage is significantly less than the measurements shown in Schedule A.

5. Column 5: Sponsor has reserved the right to change the purchase prices (as well as other terms of sale) of Units not subject to executed Purchase Agreements, so Purchasers may pay different prices for similar Units. See "Changes in Prices and Units" in Part I, Section G, below for further discussion. In addition to paying the purchase prices of their Units, purchasers will be

responsible for paying certain closing adjustments and closing costs (see "Unit Closing Costs and Adjustments" in Part I, Section L, below for further discussion).

6. The estimates contained in this schedule were computed by Sponsor's Condominium Budget Expert on the assumption that the First Year of Condominium operation will be the year from January 1, 2008 through December 31, 2008, and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Condominium for the projected First Year. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the First Year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. The actual First Year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected First Year of Condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If the total of such amended projections exceed original projections by twenty-five (25) percent or more, Sponsor will offer all purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

7. Column 7:

After the Condominium is divided into individual tax lots, each unit will be taxed as a separate tax lot for real estate tax purposes and the 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 her units.

The projection for the real estate taxes that will be payable for each of the Units, during the first year of condominium ownership is based upon the estimate made by the Sponsor's Appraisal Expert , Metropolitan Valuation Services, 444 Park Avenue South, New York, New York 10016, in a letter dated April 23, 2007 and reproduced in this Plan. The estimate for real estate taxes for the Units for such first year will be based on the post rehabilitation assessed valuation for the Residential Units for the period January 1, 2008 through December 31, 2008 which is estimated at $3,036,376 and on the estimated tax rate in effect for the twelve month period commencing July 1, 2008 at 13.252 % per $100 of assessed valuation. The taxes are estimated at $401,937.93.

Sponsor has submitted an application for 421-a real estate partial tax exemption benefits for the Residential Units. Notwithstanding the above, it is anticipated that 421-a tax benefits will be in effect no later than July 1, 2009. At the time that the 421-a- benefits are in effect, the real estate taxes for the Residential Units will be $14,625.57. Sponsor's 421-a expert, Steven Wekselblatt, Esq., has issued an Opinion Letter, dated July 16 , 2007, indicating that the units will be eligible to receive these benefits based on certain assumptions and conditions set forth therein.

These opinion letters are reproduced in their entirety in the Plan, Part I, Section U.

The amount of the Common Charges necessary to defray the cost of the interim services and facilities described in the preceding paragraph, as well as the manner of allocating such Common Charges among any Unit Owners who are exclusively benefited by any of the same, will be determined by the Board, which will be controlled by Sponsor during such period. However, such allocation will be made in compliance with Section 339-m of the New York State Real Property Law, and in no event will Purchasers be assessed Common Charges during such interim

period- that are more than the Common Charges listed in Schedule A as the same may theretofore have been amended.

In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for:

(a) mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

(b) the cost of electricity supplied to the Unit, which will be separately submetered and payable as and when billed;

(c) the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Elements;

(d) the cost of any insurance that the Unit Owner may desire to carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as his or her liability to others for personal injury or property damage as a result of occurrences in the Unit;

(e) telephone and cable television charges; and

(f) real estate taxes (see footnote 6 below).

No warranty, guaranty or assurance is given that:
any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the first year of condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; or that the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by the Sponsor for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; or that any of the projections or estimates made above and in Schedule A are accurate.

Until the Units are separately assessed, each Unit Owner will pay to the Board his Unit's pro rata share of the Property's real estate taxes for the period in question. The Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I, Section R for further discussion.) At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above. Sponsor will amend the Plan to disclose the actual amount of real estate taxes assessed against the Units promptly after the same are assessed.

In the opinion of Raphael and Marks, counsel to Sponsor, the tax laws existing on the date of this Plan in general permit a Residential Unit Owner who itemizes his deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real

estate taxes actually paid by such Unit Owner with respect to his Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Unit Owner (which might result from changes in the assessed valuation of the Unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in Part I, Section S below, as well as to "Counsel's Income Tax Opinion" in Section T, below, for further discussion.

**SCHEDULE B**
255 1st Street Condominium

Projected Budget for First Year of Condominium Operation
January 1, 2008 to December 31, 2008 (Note 1)

| | |
|---|---|
| **Estimated Income** | |
| Common Charges (1) | $150,000 |
| **Estimated Expenses** | |
| Payroll and Related Expenses (2) | $ 13,000 |
| Heating and Hot Water, (3) | $ 4,050 |
| Electricity (4) (Common Area) | $38,888 |
| Water Charges and Sewer Rent (5) | $ 16,031 |
| Repairs and Maintenance (6) | $ 4,000 |
| Service Contracts and Supplies (7) | $ 20,000 |
| Insurance (8) | $ 19,800 |
| Management Fee (9) | $ 21,000 |
| Legal and Audit Fees (10) | $ 7,500 |
| Contingencies (11) | $ 5,731 |
| Total Projected Expenses ..... | $ 150,000 |

NOTES TO SCHEDULE B

(1) Common Charges

Amounts are projected on the assumption that the first year of condominium operation will be the year from January 1, 2008 to December 31, 2008. The actual first year of condominium operation may be earlier or later than that year. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Downpayments returned, together with interest earned thereon.

These figures represent the total Common Charges to be levied against and collected from the Units during the first year of condominium operation. The Common Charges will be utilized by the Board to defray the operational expenses of the Condominium. Common Expenses have been allocated among the Units on the basis of percentage of Common Interest.

(2) Payroll and Related Expenses: $13,000

There will be one non-union part-time superintendent who will work approximately 20 hours week and whose salary will be $10,400.Related benefits of FICA (7.65%), NYS Unemployment ($425), Disability Insurance $.16 per $100 of salary ($280) and Worker's Compensation ($5.15/$100 of salary) will be $1,815.

(3) Gas Charges for Heating, Hot water and Cooking: $4,050

Heating and hot water for the Building will be provided by a new gas fired hot water boilers supplied by Keyspan. The estimate is based upon a letter from Roman Sorokko, P.E.having an office at Versatile Consulting and Testing Services, Inc., 240-02 66th Avenue, Douglaston, New York, dated March 2007. It is anticipated that gas for heating and hot water will utilize annually 3240 therms of gas at $1.25 per therm for a total of $4,050. It is not possible to predict how closely the budgeted figure will reflect the actual cost for cooling, heat and hot water during the First Year of Condominium operation, because such cost will vary with the level of consumption and the price of gas. Consumption will be affected by the severity of the weather and by any conservation measures adopted by the Condominium Board of Managers or individual Unit Owners.

(4) Electricity (Common Area): $ 38,888

The amount set forth is the estimate for the electricity consumed only by the Common Elements and is based on the estimate and projections of as described in a letter, dated March, 2007 from Romon Sorokko, P.E., Versatile Consulting and Testing Services, Inc., 240-02 66th Avenue, Douglaston, New York which reflects an estimated annual consumption of approximately 194,442

kilowatt hours per year of electricity based on the rate of $0.20 per kilowatt hour of electricity, including tax. The common electricity includes the fire pump, booster pump for domestic water, exhaust fans on the roof, elevators, lighting in public corridors, compactor and a/c condenser.

See Schedule B1 for individual Residential electricity costs.

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the first year of condominium operation although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity will vary depending upon various factors, including the amount of consumption, the, conservation measures, if any, adopted by the Board or, the rates of the utility company (which fluctuate periodically), and the possibility of changes in the methods of calculating charges by the utility company.

(5) Water Charges and Sewer Rent: $16,031

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building. The budgeted amount is based upon the estimate and projection of consumption and rates by Sponsor's expert which reflects an estimated annual consumption of 938 cubic feet and is based on current New York City water and sewer rates of $4.68 per cu. ft. plus tax. Water meters will be installed to measure actual water usage for billing purposes. It is believed that the budgeted amount should be sufficient to cover any reasonable increase in the cost of water during the first year of Condominium operation.

(6) Repairs and Maintenance: $4,000

Since the Building will have new mechanical systems, no major capital repairs have been included. This figure represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting, and supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish compactor bags, etc. used in connection with the operation of the Common Elements. Each unit owner will be responsible for the cost of interior maintenance, repairs, decoration, and painting of their respective Units.

(7) Service Contracts and Supplies:

It is anticipated that the following contracts will be in effect at the time of the First closing:

1. Exterminating Contract with Rambug Pest Control, 124 Avenue T, Brooklyn, New York: Service for one day per month at the rate of $125 per month plus tax.
2. Elevator Contract with Thyssen Krupp Elevator Corporation, 59 Otis Street, West Babylon, NY for maintenance and repair of two elevators at the rate of $950 per month plus tax.

No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based on estimates received from contractors and otherwise or the experience of Sponsor's budget expert, Betancourt Realty, in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost which may occur prior to

and during the first year of condominium operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

(8) Insurance: $19,800

The insurance premiums are based on a letter from Fairmont Insurance Brokers, Ltd. 1600 60th Street, Brooklyn, NY, dated April 23, 2007, setting forth the following coverages:

| Coverage & Perils | | Estimated Amounts |
|---|---|---|
| A. | Property: "All Risk" Coverage | $12,500,000 |
| | Replacement Cost, Agreed Amount | 0 |
| | Agreed Amount | |
| | Limit: | $1,000,000 |
| | Loss of Rental Income: | $172,800 |
| | Deductible: | $2,500 |
| Building Ordinance A, B, C: | | $1,000,000 |
| | Flood | $1,000,000 |
| | Quake | $1,000,000 |
| | Deductible | $25,000 |
| Liability | | $2,000,000 |
| | Each Occurrence | $1,000,000 |
| | Crime and Fidelity | $ 200,000 |
| | Directors and Officers | $1,000,000 |
| D. | Umbrella | $ 1,000,000 |
| | Each Occurrence | $ 1,000,000 |
| E. | Umbrella | |

The total premium for these various coverages for the first year of condominium operation is estimated at $27,040. This coverage does not include claims for property damage resulting from occurrences in individual Units, nor does it include coverage of the furniture or personal property of Unit Owners.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the first year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

Sponsor will procure, on behalf of the Board, all liability insurance required to be carried by the Condominium. The fire, casualty and general liability insurance carried by the Condominium will provide that there will be no cancellation without notice to the Board of Managers; a waiver of

subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

Each unit owner will be an additional insured under the policy to the extent of their interest.

(9) Management Fee: $21,000

At or prior to the First Closing, the Condominium will enter into a management agreement with Esquire Management Corporation., having an office address at 1716 Coney Island Avenue, Brooklyn, NY a real estate management firm. The agreement will be for an initial term of (2) years. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than thirty (30) days' prior written notice.

The Managing Agent will receive an annual fee of $21,000 payable in equal monthly installments of $1,750. The Managing Agent's fee for the First Year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings.

(10) Legal and Audit Fees: $7,500

Based upon the estimate of Billet, Feit and Preis, P.C., certified public accountant, 42 Broadway, New York, New York as set forth in a letter dated March 1, 2007, has been budgeted for fees to be incurred in connection with the preparation of the audited financial statements for the Condominium's first year of condominium operation and its federal, state and city income tax returns. There is no budgeted amount for legal services.

(11) Contingencies: $11,640

This amount is to cover possible increases in expenses not now foreseen and for expenses not included. The budget may be modified from time to time prior to commencement of, or during, the first year of condominium operation to increase items of expenses and decrease the contingency. The contingency fund has been allocated among all Units on the basis of percentage of Common Interest.

IN THE OPINION OF THE SPONSOR'S BUDGET EXPERT, THE PROJECTED INCOME FOR THE CONDOMINIUM IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING THAT SUCH FIRST YEAR IS THE CALENDAR YEAR COMMENCING JANUARY 1, 2008. THE BUDGET, HOWEVER, IS NOT INTEDED, AND SHOULD NOT BE TAKEN, AS A GUARENTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET .

**SCHEDULE B-1**

ESTIMATED ENERGY COSTS FOR INDIVIDUAL UNITS FOR THE FIRST YEAR OF CONDOMINIUM OPERATION

Schedule B-1

**VERSATILE CONSULTING AND TESTING SERVICES, INC**
**240-02 66TH Avenue, Douglaston, New York 11362-1925**
**Tel (718) 428-5025; (917) 873-0662**
**Fax (718) 428-1036**
**e-mail: rldk@aol.com**

# ESTIMATED PROJECTED COST OF UTILITIES DURING FIRST YEAR OF OPERATION PREPARED FOR CONDOMINIUM LOCATED AT

## 255 FIRST STREET
## BROOKLYN, NEW YORK

**Prepared by Roman Sorokko, P.E.**
**/Lic. No. 072800/**

**MARCH 2007**

The following are our estimates of annual projected energy costs for the individual condominium units for heat, hot water, cooking and electricity for the first year of condominium operation:

| Gas for Heating | Water | Gas for Cooking | Electricity | Total Annual Cost | Average Monthly Cost |
|---|---|---|---|---|---|
| $3,776.6 per year | N/A | $675.00 per year | $1,229 per year | $5,681 | $473.4 |

**Notes to Schedule**

1. Each unit Owner will be responsible for the cost of natural gas for cooking and heating and for the cost of electricity supplied to the Unit. Each Unit will be separately metered and charges will be payable directly to the utility company. Cost of ventilation will be paid by the Board (common usage).

2. Heating and cooking costs are based on estimated usage and current rates:

***Cooking per apartment***

45 (100 hrs per month) $ 1.25 (Cost per Therm) $ 56.25 per month x 12 = $ 675.00

**Average Projected Cost for Heating**

1204 CFH (for all apartments) = 12.04 Therms x 22 Hrs per day x 365 days per yaer = 96,681 Therms per year x $1.25 = $120,851.25 per year :32 = 3,776.6 per apartment per yaer : 12 = $314 per apartment per month

Area distribution among apartments:

**FIRST**

1A 3 BEDROOM 19 47.99
1B 3 BEDROOM 1531.00

**SECOND**

2A 2 BEDROOM 1311.65
2B 3 BEDROOM 1435.28
2C 3 BEDROOM 1477.03

**THIRD**

3A 2 BEDROOM 1233.83
3B 3 BEDROOM 1384.97
3C 3 BEDROOM 1485.02

**FOURTH**

4A 2 BEDROOM 1233.83
4B 3 BEDROOM 1384.97
4C 3 BEDROOM 1485.02

**FIFTH**

5A 2 BEDROOM 930.21
5B 3 BEDROOM 1400.36
5C 3 BEDROOM 1394.47

**SIXTH**

6A 2 BEDROOM 886.18
6B 3 BEDROOM 1124.52
6C 2 BEDROOM 970.58

**SEVENTH**

7A 2 BEDROOM 886.85
7B 3 BEDROOM 1124.52
7C 2 BEDROOM 970.47

**EIGHTH**

8A 2 BEDROOM 879.78
8B 3 BEDROOM 1124.52
8C 3 BEDROOM 970.47

**NINTH**

9A 2 BEDROOM 836.14
9B 3 BEDROOM 1079.49
9C 2 BEDROOM 970.47

**TENTH**

10A 2 BEDROOM 845.60
10B 2 BEDROOM 1178.07

**ELEVENTH**

11A 2 BEDROOM 845.60
11B 2 BEDROOM 1178.07

**TWELFTH**

12A 3 BEDROOM 845.60
12B 2 BEDROOM 1178.07

TOTAL AREA (living spaces only)

**Total area of all apartments: 37,540.63 SF**

**Cost of electricity per SF of apartment per year: ($314.00 x 32 apartments) / 37,540.63 = $ 0.268**

| *Apartment* | *SF* | *Heating per SF* | *Heating Cost per year* |
|---|---|---|---|
| 1A | 1947.99 | 0.268 | 522.06 |
| 1B | 1531.00 | 0.268 | 410.31 |
| 2A | 1311.65 | 0.268 | 315.52 |
| 2B | 1435.28 | 0.268 | 384.65 |
| 2C | 1477.03 | 0.268 | 395.84 |
| 3A | 1233.83 | 0.268 | 330.66 |
| 3B | 1394.97 | 0.268 | 373.85 |
| 3C | 1485.02 | 0.268 | 397.98 |
| 4A | 1233.83 | 0.268 | 330.66 |
| 4B | 1384.97 | 0.268 | 371.17 |
| 4C | 1485.02 | 0.268 | 397.98 |
| 5A | 930.21 | 0.268 | 249.29 |
| 5B | 1400.36 | 0.268 | 375.29 |
| 5C | 1394.47 | 0.268 | 373.71 |
| 6A | 886.18 | 0.268 | 237.49 |
| 6B | 1124.52 | 0.268 | 301.37 |
| 6C | 970.58 | 0.268 | 260.11 |
| 7A | 886.85 | 0.268 | 237.67 |
| 7B | 1124.52 | 0.268 | 301.37 |
| 7C | 970.47 | 0.268 | 260.08 |
| 8A | 879.78 | 0.268 | 235.78 |
| 8B | 1124.52 | 0.268 | 301.37 |
| 8C | 970.47 | 0.268 | 260.08 |
| 9A | 836.14 | 0.268 | 224.08 |
| 9B | 1079.49 | 0.268 | 289.3 |
| 9C | 970.47 | 0.268 | 260.08 |
| 10A | 845.6 | 0.268 | 226.62 |
| 10B | 1178.07 | 0.268 | 315.72 |
| 11A | 845.6 | 0.268 | 226.62 |
| 11B | 1178.07 | 0.268 | 315.72 |
| 12A | 845.6 | 0.268 | 226.62 |
| 12B | 1178.07 | 0.268 | 315.72 |

**3. Projected electricity cost are based on estimated usage and current rates**

| | *# of WH* | *first 250 KWH's* | *Cost per KWH Total $* | *Year* |
|---|---|---|---|---|
| Refrigerator | 72 WH | $ .20 | @ 8760 hrs | $126 |
| Dishwasher | 16 WH | $ .20 | @ 365 | $ 12 |
| Landry | 20 WH | $ .20 | @ 1758 | $ 7 |
| Dryer | 30 WH | $ .20 | @ 1000 | $ 6 |
| Light bulbs | 75 WH | $. 20 | @ 3650 x5 | $273 |
| Coffee maker & MW | 5 WH | $ .20 | @ 0.5x 365 | $ 2 |
| TV and Audio, Computers | 200 WH | $ .20 | @ 10 x 365 | $146 |
| Hot water | 6000WH | $.20 | @ 1.5 x 365 | $657 |

Cooling 75,000 KW x 10 HRS per day x 60 days per year x 0.20 = $ 9,000 per 32 apartments = $281.25 per apartment

Total average cost of electricity per year per apartment: **$ 1,229**

4. **Break down cost per apartment per year:**

Total area of all apartments 37,540.63 SF

Cost of electricity per SF of apartment per year: ($1,229 x 32 apartments) / 37,540.63 SF = = $1.04

| | *Apartment SF* | *Electricity cost per SF* | *Electricity Cost per year* |
|---|---|---|---|
| 1A | 1947.99 | 1.04 | 2,025 |
| 1B | 1531.00 | 1.04 | 1,592 |
| 2A | 1311.65 | 1.04 | 1,364 |
| 2B | 1435.28 | 1.04 | 1,493 |
| 2C | 1477.03 | 1.04 | 1,536 |
| 3A | 1233.83 | 1.04 | 1,283 |
| 3B | 1394.97 | 1.04 | 1,450 |
| 3C | 1485.02 | 1.04 | 1,544 |
| 4A | 1233.83 | 1.04 | 1,283 |
| 4B | 1384.97 | 1.04 | 1,440 |
| 4C | 1485.02 | 1.04 | 1,544 |
| 5A | 930.21 | 1.04 | 967 |
| 5B | 1400.36 | 1.04 | 1,456 |
| 5C | 1394.47 | 1.04 | 1,450 |
| 6A | 886.18 | 1.04 | 921 |
| 6B | 1124.52 | 1.04 | 1,169 |
| 6C | 970.58 | 1.04 | 1,009 |
| 7A | 886.85 | 1.04 | 922 |
| 7B | 1124.52 | 1.04 | 1,169 |
| 7C | 970.47 | 1.04 | 1,009 |
| 8A | 879.78 | 1.04 | 915 |
| 8B | 1124.52 | 1.04 | 1,169 |
| 8C | 970.47 | 1.04 | 915 |
| 9A | 836.14 | 1.04 | 869 |
| 9B | 1079.49 | 1.04 | 1,122 |
| 9C | 970.47 | 1.04 | 915 |
| 10A | 845.6 | 1.04 | 879 |
| 10B | 1178.07 | 1.04 | 1,225 |
| 11A | 845.6 | 1.04 | 879 |
| 11B | 1178.07 | 1.04 | 1,225 |
| 12A | 845.6 | 1.04 | 879 |
| 12B | 1178.07 | 1.04 | 1,225 |

The following are our estimates of annual projected energy costs for the common areas for the first year of condominium operation.

**Common usage**

*Therm* *Cost per therm* *Total heating cost*

Roof Unit 180 CFH x 10 hrs per day x 180 days = 324,000 per year = 3240 Terms @ $1.25 = = $ 4,050 per year

**Estimated Annual Cost of Heating per year: $ 4,050 per year**

**Common Electrical Load**

Fire Pump ..... .20 x 1 hrs = 20 KWH
J. Pump .....2 x 1 hrs = 2 KWH
Booster Pump (Domestic water).....2 x 2190 hrs = 4,380 KWH
Exhaust fans (on the roof).....7 x 2 x (24x365=8760 hrs) =122,640 KWH
Elevators..... ...50 x 2 x 550 hrs = 55,000 KWH
Public corridors, places and lobby lighting..... .10 x 730 hrs = 7,300 KWH
Compactor.....2 x 50 hrs = 100 KWH
A/C (condenser).....10 x 500 hrs = 5,000 KWH

**Total:** **194,442 KWH @ $ 0.20 = $ 38,888**

**Total per year for common use: $4,050 (heating) + $ 38,888 (electricity)= $42,938**

**Average per month: $3,578.2**

The foregoing projections are based on information furnished by Consolidated Edison Company of New York, Inc. and Brooklyn Union Gas Company and current utility rates, which may vary in the future.

The Water and Sewer cost for the initial year of condominium is estimated to be ***$16,031*** using a combined water and sewer rate, including taxes of $4.27 per 100 cubic feet of use (Jan 1, 2007)

Each person will use approximately 90 gallons of water per day. There are 32 apartments; with a total of approximately 78 people.

Cost per day: 90 gal x 78 persons = 7,020 gal
7,020 gal/7.481 = 938 cu.ft
(938 cu.ft/100) x $4.68/cu.ft = $43.92 (2007)

Cost per year: $43.92 x 365 = **$16,031/year**

## F. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-(i)(l)(iv)

April 29, 2007

The Board of Managers of 255 1st Street Condominium
255 1st Street Condominium
Brooklyn, NY 11215

Re: 255 1st Street Condominium
255 1st Street, Brooklyn, New York

Dear Gentlemen/Mesdames:

The undersigned real estate broker for the Sponsor has reviewed the allocation of common interests as shown on the Schedule A to be included in the offering plan for the subject project. Tim Betancourt, the principal of Betancourt Associates, is a licensed real estate broker and has been in the brokerage field for over 20 years and has represented more than one hundred buyers and sellers of condominium and cooperative units and reviewed offering plans for said sales.

It is our opinion that the assignment of the percentage of common interest allocated to each Unit has been done in compliance with Section 399-(i)(1)(iv) of the New York State Real Property Law.

The common interests have been allocated to each condominium unit based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 399(i) (1) (iv) of the New York State Real Property Law. This opinion is based on factual determinations of measurements and calculations of net square footage made by Sponsor's Architect.

Very truly yours,

By: _____
Paul T. Betancourt

## G. CHANGES IN PRICES AND UNITS

The purchase prices and other terms of payment (but not other terms of sale) with respect to a particular Unit are negotiable and may be changed by Sponsor at any time and from time to time, both before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or mortgagee. Unless an affected 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.

The Plan will be amended to disclose: (a) any increase (but not any decrease) in the purchase price of an individual Unit; (b) any changes in either purchase prices (whether increases or decreases) or other financial terms of sale that are across-the-board changes affecting one or more lines or types of Units; or (c) any changes in either purchase prices or other financial terms of sale that are to be advertised. Other than the changes described in (a) through (c) above, purchase prices and other terms of sale of one or more Units which are not subject to executed Purchase Agreements may be changed without either notice or amendment of the Plan.

If Sponsor changes the purchase price of a Unit, the Purchaser affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of any other Units, nor will the Common Interest of any Unit be altered by a price change for such Unit.

In order to meet the possible varying demand for number and type of different Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by law) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Board, any Unit Owner or mortgagee, to (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Unit; (ii) change the layout of, or number of rooms in, any Unsold Unit; (iii) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (iv) if appropriate, reapportion among the Unsold Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change. Any such change shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. As more particularly provided in the Declaration, Sponsor or its designee will have the right to (or to cause the Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Units.

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 the common elements.

## H. EFFECTIVE DATE

The offering by Sponsor under the Plan is contingent upon the Plan being declared effective in compliance with the relevant conditions and time periods set forth in the Plan.

The Plan may be declared effective, when bona-fide Purchase Agreements have been executed and are in effect with respect to 15% of Residential Units offered under the Plan or 5 Units. The Plan must, however, be declared effective when bona-fide Purchase Agreements have been executed and are in effect with respect to 80% or more of all units offered under the plan.

Sponsor's construction lender, Builders Bank, requires that at least 10 Purchase Agreements must be in effect (30% of the Residential Units) before the First Closing can take place.

The Plan will be declared effective by commencement of service by mail or delivering personally to each Purchaser a written notice to such effect, stating the date, the percentage used to declare the plan effective and a list of the units being counted to meet the meet the minimum percentage. The First Closing will not occur until the Plan is declared effective.

The Plan will not be declared effective based on a Purchase Agreement: (i) signed by a Purchaser who has been granted a right of rescission that has not yet expired or been waived; (ii) signed by a Purchaser not afforded the time to review the Plan (prior to executing a Purchase Agreement) provided for in Part I, Section I hereof; or (iii) entered into with a Purchaser who is Sponsor, the Selling Agent or the Managing Agent, or who is a principal of any of the foregoing or who is related to any of the foregoing or any principal thereof by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be included if Sponsor submits proof satisfactory to the Department of Law establishing that such Purchaser is bona fide.

The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective. Once the Plan has been declared effective, it may not be abandoned except for the following:

(i) a defect in title which cannot be cured without or cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount, or
(ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount, or (iii) a taking of all or a material portion of the Property by condemnation or eminent domain. In calculating the costs referred to in clauses (i) and (ii) above, any defects in title (including violations or work orders) that existed on the date the Units were initially offered for sale under the Plan, and were either known to Sponsor or were a matter of public record, and attorneys' fees, shall be excluded.

In the event of a withdrawal or abandonment of the Plan, Sponsor will promptly submit an amendment to the Department of Law to such effect, together with Form RS-2. Purchasers will be notified in writing of a withdrawal or abandonment of the Plan. All Downpayments, together with any interest earned thereon, will be returned to Purchasers within 20 days following such withdrawal or abandonment, except that after the Plan has been declared effective and the First Closing has occurred, Sponsor may retain the Downpayment, together with interest earned thereon, of any Purchaser whose Purchase Agreement has been cancelled due to such Purchaser's default, provided, however, that any requisite notice has been given to the Purchaser and any dispute with respect to the disposition of the Downpayment has been determined in favor of Sponsor pursuant to the dispute resolution procedures provided by the regulations promulgated by the Department of Law. Upon the return or retention of the Downpayment, together with interest earned thereon, a Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to the Purchaser under the Plan or the Purchase Agreement.

## I. PROCEDURE TO PURCHASE

### 1. Execution of Documents

Anyone desiring to purchase a Unit will be required to execute four copies of a Purchase Agreement, in the form set forth as Exhibit 1 in Part II of the Plan, for each Unit desired. The Purchase Agreement sets forth in detail the terms of sale with respect to the Units and should be read carefully by each prospective Purchaser. In the event of any conflict between the Plan and the Purchase Agreement, the provisions of the Plan shall control.

At Sponsor's option, purchasers will be afforded: (a) not fewer than 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. The purchaser must either personally deliver a written notice of rescission to the sponsor or selling agent within the seven day period or mail the notice of rescission to the sponsor or selling agent and have the mailing post marked within the seven day period; or (b) not fewer than three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement.

A prospective Purchaser shall deliver to the Selling Agent, together with the four signed copies of the completed Purchase Agreement, the following: three completed and signed copies of Form W-9 (Request for Taxpayer Identification Number and Certification), in the form required by law (the forms currently required by law is reproduced as Exhibits 1A in Part II of this Plan); and a downpayment (the " Downpayment") in an amount equal to ten (10%) percent of the Purchase Price.

Purchase Agreements will not be binding on Sponsor until approved and executed by Sponsor. Sponsor will have 20 days after delivery by the Purchaser of an executed Purchase Agreement, together with the amounts and other items described above, within which to accept or reject such Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law. If a Purchase Agreement is not accepted by Sponsor within such 20 day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Purchaser in connection therewith shall be promptly returned to the Purchaser, together with any accrued interest. The purchase agreement and plan shall not contain, or be modified to contain, a provision waiving purchaser's rights or abrogating sponsor's obligations under Article 23-A of the GBL. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, sex, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute a Purchase Agreement for any Unit, or a Purchase Agreement or Purchase Agreements, as the case may be, for more than one Unit to any one person or entity.

### 2. Downpayments

A prospective Purchaser shall deliver to the Selling Agent, together with the four signed copies of the completed Purchase Agreement, a downpayment (the"Downpayment") in an amount equal to ten (10%) percent of the Purchase Price. All such payments shall be made by

check drawn on a member bank of the New York Clearing House Association made payable to "Raphael and Marks, as escrow agent". All such checks shall be subject to collection and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect

All Down payments received by Sponsor will be held in escrow by Raphael and Marks (the "Escrow Agent") and placed in an account in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e (2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto, and the provisions of Lien Law Section 71-a (3).

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 and trust funds shall prevail over any conflicting or inconsistent provision in this Plan or in a purchase agreement. Purchasers shall not be obligated to pay any legal or other expense of 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 will be placed, within five business days after the agreement is signed by all necessary parties, in a segregated special escrow account of Raphael and Marks, the Escrow Agent, whose address is 315 Park Avenue South, New York, New York 10010, and whose telephone number is 212-505-2880. The signatories on this account authorized to withdraw funds is Stephen M. Raphael, Esq. or Ellen Marks, Esq.. The name of the account will be "255 1st Street Condominium Escrow Account or similar name, located in Bank of America, 345 Park Avenue South, New York, NY 10010. This bank is covered by federal bank deposit insurance to a maximum of $100,000 per individual deposit. If a Purchaser makes deposits, Downpayments, or advances in excess of $100,000 for the purchase of a Unit, the amount in excess of $ 100,000 will not be federally insured.

The account will be interest-bearing and, unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate for these accounts, which currently is approximately 1.0 % per annum. Interest will begin to accrue within five business days after tender of the Downpayment, provided that the Purchaser has delivered a completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit I A in Part II of the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Downpayment and the Purchase Agreement. If a Purchaser does not deliver the Form W-9, the Downpayment will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 has been delivered.

Within ten business days after tender of the Downpayment, 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 the Purchaser does not receive notice of such deposit within fifteen business days after tender of the Downpayment, the Purchaser may cancel the purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within

90 days after tender of the Downpayment or 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.

Funds received by Sponsor from Purchasers for special work to be performed by Sponsor or furnishings to be provided by Sponsor in such Purchasers' Units shall be held in escrow by the Escrow Agent but may be released to Sponsor prior to the closing of title to the Unit for the purpose of paying for such work or extras. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any such funds used to pay for special work or extras which cannot readily be used in another Unit, as well as the cost of any work necessary to restore the Unit to its condition prior to such work having been performed.

Except as set forth in the immediately preceding paragraph, the Escrow Agent will hold funds in escrow until otherwise directed in (i) a writing signed by both Sponsor and the Purchaser, (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 Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than ten business days. Thereafter, the funds may be paid to Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and has so notified the Escrow Agent in accordance with such provisions.

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 or (ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

Under no circumstances shall sponsor apply for the release of the escrowed funds of a defaulting purchaser until after the consummation of the plan. Consummation of the plan does not relieve sponsor of its obligations pursuant to GBL Section 352-h.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the escrowed funds and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute, which needs to be resolved. A form for this purpose is set forth as Exhibit 6 in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application. Pending the determination of the Attorney General to grant or deny the application, 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 any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted. The Attorney General shall act upon 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:

(1) both the sponsor and purchaser direct payment to a specified party in accordance with a written direction signed by both the sponsor and purchaser, or
(2) a judgement or order of a court of competent jurisdiction is served on the escrow agent; or
(3) the escrow agent deposits the disputed amount into court. In no event shall the escrow agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of the sponsor and the purchaser.

A copy of the escrow agreement which incorporates the terms of the Attorney General's regulations is set forth as Exhibit 7 in Part II of the Plan.

Before funds are transferred to a new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security.

The Escrow Agent will maintain all records concerning the escrow account for seven years after the release of funds. Upon the dissolution of any law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by the successor firm and shall notify the Office of the Attorney General of such transfer.

The Office of the Attorney General may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulations.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Downpayment or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of the Downpayment and continues to act as Escrow Agent.

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 this section of the regulations shall prevail over any conflicting or inconsistent provision in the offering plan or in a purchase agreement.

3. Date of First Closing

If the First Closing does not occur within 12 months after January 1, 2008, the date set forth in Schedule B as the commencement date for the first year of Condominium Operation, Sponsor will amend the Plan to update the budget and to offer Purchasers the right to rescind their Purchase Agreements within fifteen days following the expiration of such 12-month period, and any Purchasers electing rescission pursuant to such offer will have their Downpayments and any interest accrued thereon returned.

After the Plan has been declared effective 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 stating purchaser's closing date. Such notice will be served By personal delivery or mailing by regular or certified mail, addressed to the purchaser at the last known residence of such purchaser and, in compliance with the Attorney General Regulations no less than thirty days before the date set for the closing of the units. Purchasers may waive this thirty-day provision.

4. Default

In the event that a Purchaser fails to close title on the date set for closing or otherwise fails to perform any other obligations under his or her Purchase Agreement, and such default is not cured within 30 days after Sponsor gives notice to such Purchaser of the default, and makes a written demand for payment, Sponsor, at its option, may cancel such Purchase Agreement and retain as liquidated damages the Downpayment made by the Purchaser, together with interest earned thereon, and all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate. In the event Sponsor elects not to cancel the Purchase Agreement as a result of the failure of the Purchaser to close on the date specified by Sponsor, or if Sponsor approves a request from the Purchaser to adjourn the closing date, then Sponsor may require that (a) the Purchaser pay Sponsor interest at a rate of eighteen (18 %) percent per annum. (or such lower rate per annum which is the legal limit, if 18% per annum exceeds the legal limit) on the total purchase price, computed from the original closing date until the transaction is actually closed, and (b) all apportionments between Sponsor and the Purchaser be made as of the original closing date; in addition, the Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of the Purchaser's delay and (c) a $750 fee payable to Raphael & Marks, Sponsor's attorney.

Time is of the essence with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Purchase Agreement, and to cure a default within 30 days after Sponsor gives notice to the Purchaser of such default. Therefore, a Purchaser who defaults under his or her Purchase Agreement and who does not cure such default within said 30-day period may not be permitted any additional time to cure such default.

5. Risk of Loss

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of a Purchase Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Purchase Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners, belong entirely to

Sponsor. However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see "Rights and Obligations of the Unit Owners and the Board of Managers" in Part I, Section R), the Purchase Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Downpayment, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Purchase Agreement and this Plan, except that if the Purchaser is then in default under the Purchase Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Downpayment, together with interest earned thereon.

6. Financing

Purchasers' obligations under the Purchase Agreement are contingent upon obtaining financing, if desired, for the purchase of the Unit. Purchasers will have thirty (30) days after execution of the Purchase Agreement to obtain a commitment for financing. Purchaser must notify Sponsor within five (5) days after the expiration of the aforementioned 30-day period if Purchaser is unable to obtain the commitment. Purchasers should note that financing commitments for purchase of Units may have expiration dates prior to which closing of title to the Unit may occur, unless the commitment is extended. It is Purchaser's obligation to obtain any extension of the commitment if necessary. If such extension is granted, or another commitment issued, no guarantee can be made that the terms will be the same as the expired commitment. If Purchaser can not obtain an extension of his commitment, after using his best efforts, he may notify Sponsor in writing along with written confirmation by his Bank. Then, sponsor shall offer a 15 day right of rescission which must be exercised in writing.

7. Transfer Taxes

Purchasers shall be responsible for payment of the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax as described in Section L below, notwithstanding that these taxes are by law imposed on the seller. For purposes of computation of the aforementioned taxes, the consideration is calculated by adding the taxes to the purchase price as additional consideration.

8. Power of Attorney to Board

At closing the Purchaser will be required to sign a power of attorney to the board of managers of the condominium, which shall be recorded along with the deed.

J. ASSIGNMENT OF PURCHASE AGREEMENTS

A Purchase Agreement may not be assigned by the Purchaser thereunder. If a Purchaser desires to take title in the name of an entity related to, or controlled by, the Purchaser that differs from the name on the Purchase Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to the Selling Agent or Sponsor's counsel, four signed assignments of the Purchase Agreement (in form and content acceptable to Sponsor, in its sole discretion), as well as three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification). The assignments and Form W-9, must be delivered to the Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1000 made payable to Raphael and Marks (for services rendered in connection with the assignment), not less than 20 days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser have the right to postpone the closing as a result of such change in name or assignment. Sponsor is not obligated to consent to any such assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Purchase Agreement.

K. TERMS OF SALE

1. Prerequisites to Closing of Title

The term "closing" as used in this Plan refers to Sponsor's conveyance of title to a Unit to a Purchaser by the delivery of a deed, upon payment by the Purchaser to Sponsor of the balance of the purchase price for such Unit. The closing of title to each Unit shall take place only after or concurrently with the satisfaction of the following prerequisites:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing, same has been accepted;

(b) the Declaration, By-Laws, Floor Plans and such other documents as may be required by law have been filed or recorded, as the case may be, or have been submitted to Sponsor's title insurance company for filing or recording;

(c) at least 30 days' prior written notice of the time and place of the closing of title has been given to the Purchaser;

(d) the Purchaser or his or her designee has been given an opportunity to examine the Unit within the week prior to the closing; and

(e) the Unit and its appurtenant interest in the Common Elements have been released from the lien of all mortgages encumbering the Property. At the time of conveyance of the first unit, each mortgagee will consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units and release its lien on the condominium unit being conveyed and its interest in the common elements.

(f) Sponsor assumes the risk of loss to the Unit by fire or other casualty prior to closing and may elect to repair or restore the Unit, in which case the Purchases Agreement shall remain in full force and effect. In the event that Sponsor notifies Purchaser that he does not elect to restore or repair the Unit, the Purchase Agreement shall be deemed cancelled and Sponsor shall return to Purchaser all sums deposited thereunder, together with interest, if any.

(g) 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, that is owned by the sponsor or the owner of the property, is included in the conveyance, unless specifically excepted in the Plan.

(h) Sponsor shall obtain a temporary certificate of occupancy for the units.

2. Closing of Title; Payment of Balance of Purchase Price

At the closing of each Unit, Sponsor shall execute and deliver to the Purchaser a bargain and sale deed with covenants against grantor's acts, substantially in the form of the Unit Deed set forth as Exhibit 3 in Part II of the Plan, conveying title to the Unit and its appurtenant

Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances. The Purchaser shall also sign the Unit Deed.

Simultaneously with the delivery of the Unit Deed, the Purchaser shall pay the balance of the purchase price and the closing apportionments and costs described in "Unit Closing Costs and Adjustments" in Part I, Section L. Payments shall be by cashier's check or unendorsed certified check drawn on or issued by a bank or trust company which is a member of the New York Clearing House Association, payable to the direct order of Sponsor or to such other party or parties as Sponsor notifies the Purchaser prior to the closing.

The Purchaser will also be required to execute and deliver at the closing: a Unit Power of Attorney to the Board substantially in the form set forth as Exhibit 2 in Part II of the Plan, designating the Board as the Purchaser's attorney-in-fact, coupled with an interest, for the purpose of managing, selling, mortgaging, leasing, voting and otherwise dealing with the Common Elements and any Units acquired by the Board, in accordance with the Declaration and By-Laws; and a New York City Real Property Transfer Tax Return, Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed by law.

L. UNIT CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Purchase Agreement, in addition to the Purchaser's own legal fees, the Purchaser will pay the following closing costs at the time of the closing of title of such Purchaser's Unit: Recording charges, fees and taxes are based on rates and methods of computing in effect on the date of the Plan and are subject to change.

1. If the Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor, which premium will vary depending upon the amount of insurance purchased. The premium for title insurance is 70% of the sum of $402 for the first $35,000 of the fee insurance plus $2.76 to $6.67 for each $1000 of additional fee insurance. A reduced rate for fee and mortgagee title insurance may be available if the Purchaser obtains a mortgage loan, and fee and mortgagee title insurance are ordered simultaneously. Mortgage title insurance rates are 70% of the sum of $344 for the first $35,000 of coverage plus $2.31 to $5.55 for each $1000 of additional insurance. Each Purchaser may obtain title insurance from any title insurance company selected by Purchaser. Sponsor makes no warranty regarding the terms of any such insurance. See paragraph 7 below.

2. The fees charged by the City Register's Office for recording the Unit Deed, Unit Owner's Power of Attorney and mortgage (if any), in the amount of $85.00 for each deed and $70 for each additional document plus $7.00 per page (in addition, a service charge to the title company may be payable).

3. New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax (the "deed stamps" and, if applicable,) in respect of the purchase price. As of the date of the Plan, the total of such taxes payable upon the conveyance of a Unit for combined New York City Transfer Tax, and New York State Transfer Tax Purchase Price would be:

| Purchase Price | Rates |
|---|---|
| Under $500,000 | 1.400% |
| Between $500,000 and $999,999 | 1.825% |

(All amounts and rates are approximate due to rounding)
For purposes of computing taxes, the amounts of such taxes will be included in the consideration subject to tax.

4. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgages, if the Purchaser obtains a mortgage loan, the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit available pursuant to Section 339-ee(2) of the New York State Condominium Act or. In no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser.

5. If the Purchaser obtains a mortgage loan, the Purchaser will be responsible for the payment of all mortgage recording tax (less any payments made pursuant to subparagraph (4) above) and closing costs and expenses in connection therewith, in amounts determined by such lender, which closing costs may include, but are not limited to, the fees of lender's counsel, recording charges and mortgage title insurance. Currently, the mortgage recording tax in New York City applicable to Units is 2.05% with respect to mortgages under the amount of $500,000 and 2.175% with respect to mortgages in the amount of $500,000 or more (less, in each case, a $25.00 credit). In addition, deposits for Common Charges, real estate taxes, assessments and (if separately assessed) water charges and sewer rents may be required by the Purchaser's lender.

6. The legal fees of Sponsor's attorneys in the amount of $1,850 will be payable to Raphael and Marks, Sponsor's counsel, in connection with the closing of Unit. If the Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel, the closing may be held elsewhere in New York City, provided that an additional travel fee is paid to Sponsor's counsel equal to (a) $750 if the closing is held elsewhere in Manhattan, and (b) $1000 if the closing takes place in a borough other than Manhattan. In addition, (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's counsel an additional fee of $750 to help defray the cost of preparing for and coordinating the new closing; if sponsor sent a notice of default to purchaser, purchaser shall pay a fee of $750 to Sponsor's counsel.

7. The sum of $1,000 for each Residential Unit purchased, payable by Purchasers at the time of closing of their unit, to the Condominium Board for its initial Working Capital Fund. Said contributions shall constitute the Working Capital Fund of the Condominium.

The following table illustrates the projected closing costs (based on current rates) for a typical Residential Unit purchased by a Purchaser at a Purchase Price of $775,000, assuming such Purchaser finances eighty (80%) percent of the purchase price:

| | Fees |
|---|---|
| Fee Title Insurance (if purchased simultaneously with mortgage title insurance) | $ 3,660 |
| - Recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages) | $ 390 |
| -recording mortgage (assuming 20 pages) | $ 200 |
| -mortgage recording tax (at 2.175%) (a portion of which will be paid directly to Sponsor, assuming lender pays ¼ of 1%) | $ 16,512 |
| mortgage title insurance (if purchased simultaneously with fee insurance) | $ 891 |
| other bank charges (an appraisal fee of approximately $400 and legal fees of $750 and assuming further that the lender does not require Purchaser to deposit funds to establish a | |

| | |
|---|---|
| real estate tax escrow) | $ 775 |
| New York City Real Property Transfer Tax and New York State Deed Stamps (based on consideration of $966,319)* *1.825% of purchase price added to original purchase price | $ 17,635 |
| Mansion Tax (where Purchase Price is 1,000,000 or more) | |
| Working Capital Payment | $ 1,000 |
| Closing Fee (assuming the closing occurs at the offices of Sponsor's counsel) | $ 1,850 |
| Total | $42,563 |

The projected closing costs referred to above are approximate and are not guaranteed. The mortgage loan closing costs vary widely among different lenders and also will vary depending on the loan program chosen.

At the closing, adjustments will be made between Sponsor and the Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents if separately assessed) on the basis of the period for which assessed, (b) Common Charges for the month in which title closes, and (c) accrued rent and any other charges pursuant to any interim lease or occupancy or other rental agreement affecting the Unit, if the Purchaser is allowed to lease, occupy or rent such Unit prior to the closing. Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed against each Unit as of the closing date, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided in Section 6.17 of the By-Laws. Further, Sponsor shall place in escrow in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing. The Board of Managers will pay the real estate taxes when due and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual amount.

M. INTERIM LEASES

Sponsor reserves the right prior to the date of closing title thereto, to rent or lease any Residential Unit for such rent and term and on such other conditions as may be agreed between Sponsor and any Purchaser who has paid the Down Payment required by the Purchase Agreement, provided that no occupancy may commence until a temporary Certificate of Occupancy has been obtained for such Unit. Any such lease or use and occupancy agreement will provide, however, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the lease will constitute a default under the lease or use and occupancy agreement entitling Sponsor, at its option, to terminate such lease in accordance with Law. In addition, each Purchase Agreement may provide that an uncured default by Purchaser under any lease or use occupancy agreement with respect to the Unit which is subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies therein provided.

If Sponsor agrees to lease a vacant Unit, the lease will be for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the Purchaser, and such lease will provide that an uncured default by the Purchaser under the Purchase Agreement (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such lease. The Purchase Agreement contains a similar provision entitling Sponsor to terminate the Purchase Agreement and retain the Downpayment as liquidated damages in the event the Purchaser fails to cure a default under such Purchaser's lease within the applicable grace period (if any) and either (x) Sponsor has obtained an order of eviction against the Purchaser from a court of competent jurisdiction or (y) the Purchaser has vacated the Unit.

No portion of the rental paid under any lease will be credited towards the Purchase Price of a Unit unless the lease and the Purchase Agreement therefor expressly so provide.

In the event of a material adverse amendment to the Plan in which a Purchaser is allowed to rescind a Purchase Agreement, if a Purchaser who is a tenant under an interim lease duly elects to rescind, the interim lease made with such Purchaser shall be cancelled and possession of the Unit must be surrendered within 60 days thereafter free of all occupants and in broom clean condition. A Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within said 60-day period. If such failure to timely vacate occurs prior to the First Closing, the Purchaser shall be liable for use and occupancy in an amount equal to the rent under the interim lease. If such failure to timely vacate occurs after the First Closing, the Purchaser shall be liable for the costs of carrying the Unit (such as Common Charges, real estate taxes and the allocable portion (based on such Unit's Common Interest) of debt service on any loan covering the Unsold Units). In addition, irrespective of when such failure to timely vacate occurs, such Purchaser shall be liable to Sponsor for loss of profit and all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and reasonable attorneys' fees.

In the event the Plan is abandoned, a Purchaser who has entered into an interim lease will have no right to remain in occupancy as a tenant after the abandonment of the Plan.

## N. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor has reserved the unconditional right to rent, rather than sell, units as they become available. This may result in the creation of a condominium in which the majority of the units are owned by owner-occupants or investors unrelated to the Sponsor. Purchasers for their own occupancy many never gain control of the Condominium Board under the terms of this Plan and may have difficulty in financing or reselling their Units. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more than ten units or 30%.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their units as their personal residences, prospective purchasers should be aware that the decision to sell or not to sell or rent any unit shall be made by the sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the unsold units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers.

Although Sponsor can declare the Plan effective when it has contracts for 15% of the Residential Units (5) units, it cannot close the First Unit until there are contracts for at best 30% of the Residential Units (10 units) as a consequence of the requirements of Builders Bank, its construction lender.

2. Subject to the terms and conditions of the Plan, Sponsor shall have the following obligations and all Purchasers upon execution of their respective Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor will diligently, expeditiously and at its sole cost and expense, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete construction of the Building substantially in accordance with the Plans and Specifications. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that

(i) any materials, appliances, equipment and fixtures which Sponsor may substitute shall be similar products of substantially equal or better quality or design; and

(ii) Sponsor shall not materially change the size or location of the Units or Common Elements or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement is in effect, except as more specifically provided in the Section entitled "Changes in Prices and Units." Under the current construction schedule, it is anticipated that, except for finishing work to stairways, hallways and other areas of the Building which are not intended for the exclusive use of any one Unit Owner and specialized work, if any, which Sponsor agrees to

perform in individual Units at the request of Residential Unit Owners, a first temporary certificate of occupancy could be issued on or about November, 2007 and the Building will be substantially completed by January, 2008, subject to Unavoidable Delays. Sponsor, however, makes no warranty or representation as to the date of the issuance of the temporary certificate of occupancy or the date of substantial completion.

(b) Sponsor will obtain a temporary or permanent certificate of occupancy for the Building. A permanent Certificate of Occupancy is required for permanent residential use of the Building and the Residential Units. Temporary residential use of the Building is permitted upon the issuance of a temporary Certificate of Occupancy, but if a temporary Certificate of Occupancy, which may be extended up to a total of two years, expires prior to obtaining a permanent Certificate of Occupancy, residential occupancy of the condominium will be in violation of the Multiple Dwelling Law, subjecting the occupants of the Building, the Residential Unit Owners and the Condominium Board to penalties under the Multiple Dwelling Law, including, possibly, the eviction of residential occupants. Sponsor makes no representation or guarantee that the Department of Buildings will issue a permanent. certificate of occupancy within two (2) years after issuance of the first temporary certificate of occupancy.

(c) If Sponsor fails to obtain a permanent Certificate of Occupancy for the Property prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain all deposits and funds received pursuant to all Purchase Agreements (see the Section entitled "Procedure To Purchase") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e (2-b) and 352(h), provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete all alterations and improvements needed to obtain a permanent certificate of occupancy, then the amount exceeding the sum so certified by Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent an unconditional, irrevocable letter of credit, deposit cash or post a surety bond, or provide other collateral acceptable to the Department of Law, in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy. Any amount held in escrow, in excess of the amount certified as reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, can be released from escrow upon the receipt by Escrow Agent of a request by Sponsor.

(d) Each Residential Unit and the fixtures and personal property contained therein is being sold and delivered as described in the Plan, at the time of transfer of title to such Residential Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Residential Unit, and the fixtures and personally contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Residential Unit shall have the right to inspect such Unit prior to the Closing Date. The closing of title to the Unit shall be deemed to be Purchaser's acceptance thereof except for those "punch list" items expressly acknowledged in writing by Sponsor. However, the failure of Sponsor to complete "punch list" type work shall not be a ground for Purchaser delaying the Closing provided that

Sponsor agrees to complete such work promptly after closing.

(e) Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Residential Board, on behalf of all Residential Unit Owners, or the Condominium Board, on behalf of all Unit Owners, as the case may be, the right to proceed under any assignable warranties and other assignable undertakings received by Sponsor from contractors, materialmen or others in connection with the construction and equipping of the building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to the Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

(f) Sponsor shall not be obligated to correct, repair, or replace any defects relating to construction of the Units, the General Common Elements, Limited Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. Notwithstanding any provision to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of (i) insubstantial variations from the plans and specifications or the description of the Building or a Unit set forth in the Offering Plan or (ii) variations from the plans and specifications or description of the Building or a Unit set forth in the Offering Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of substantially equal or better quality. The Housing Merchant Implied Warranty Law (GBL Article 36-B) is inapplicable to this offering, Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan.

(g) Prior to the Closing of title for each Unit, Sponsor will cause such Unit and its appurtenant Common Interest, benefits, rights and easements as described in the Declaration and By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by the Purchaser).

(h) Sponsor will bear all costs and expenses incurred by it in connection with the creation of the Condominium and the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor. (i) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanics liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(i) Sponsor shall have only such obligation to defend any suit or proceeding arising out of Sponsor's acts or omissions or to indemnify any Board(s) or Unit Owner(s) in

any such action or proceeding as is required by Law.

(k) Following the issuance of a permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Condominium Board a complete set of "as built plans" for the entire Building to the Board of Managers.

l) In accordance with Section 139-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other Governmental Authority having jurisdiction over the issuance of permits for the construction of the Building.

(m) Sponsor will pay all common charges, real estate taxes and special assessments allocated to any Unsold Units in accordance with the provisions of the By-Laws. Sponsor will fund its financial obligations from proceeds from the sales of Units, rental income from Unsold Units, and financing. No bond or other security will be posted by Sponsor with respect to this obligation.

(n) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the entitled "Rights and Obligations of Unit Owners and the Boards of Managers") the cost of which insurance has been reflected in the Projected Budget set forth in Schedule B.

(o) Pursuant to the provisions of Section 352-e of the New York General ,Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate Governmental Authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(p) Sponsor is obligated to deliver to the Condominium Board all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First Closing.

(q) At the First Unit Closing, Sponsor shall assign, and the Board of Managers shall assume, all of Sponsor's rights and obligations as Tenant under the Lease.

(r) Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer of ten (1 0) or more Units or twenty (20%) percent of the Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of

Sponsor for those Units under this Plan or Law.

(s) All representations under the Plan, all obligations pursuant to the GBL and such additional obligations under the Plan which are to be performed subsequent to the closing of each Unit will survive delivery of the Unit Deed.

Sponsor has obtained a construction loan from Builder's Bank. The loan documents require that there are purchase agreements for ten units before the First Closing.

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Unsold Residential Units. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Residential Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personality or fixtures contained therein.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Residential Unit Owners under their respective Purchase Agreements or to include any financial limitation on Sponsor's liability for failure to perform its obligations under the Plan. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures other than as set forth in the Plan.

Except as set forth above or as required by Law, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective Unit Deeds. In the event Sponsor is not financially able to perform its obligations under the Plan, sales will cease and the Plan will be amended to offer rescission to purchasers, if any.

## O. CONTROL BY SPONSOR

Commencing with the First Annual Meeting of Unit Owners, Sponsor shall have the right to vote all of the Common Interests attributable to Units owned by it until Sponsor has closed title to all of the Unsold Residential Units owned by it. Sponsor shall hold a majority of seats on the Board until the later to occur of (i) five (5) years from the date of the First Closing or (ii) when 50% of Residential units have been closed. Any vacancy created by removal of a Board member designated by Sponsor, or by any other cause which results in a Board member designated by Sponsor ceasing to be a member of the Board, shall be filled by a person designated by Sponsor. In addition, for so long as Sponsor owns at least one (1) Residential Unit, Sponsor shall have the right to designate at least one member of the Board. For so long as Sponsor owns at least one of the Unsold Residential Units the number of members of the Board may not be increased without the consent of Sponsor. During the period that Sponsor has control of the Board (the "Initial Control Period") Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners, and will determine the Common Charges to be paid by all Unit Owners, and the enforcement of Sponsor's obligations by said Board. The Board shall initially consist of two persons designated by Sponsor.

The Board will call for the First Annual Meeting of the Unit Owners to elect a new Board no later than (180) days after the First Closing. The new Board shall consist of five (5) persons. Sponsor may designate three of the five members of the Board. The number of Board members and the number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

Within thirty days after the Initial Control Period ends, the Board shall send out a notice for a Meeting and pursuant to Article 2, Section 2.1.3 of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, a majority of Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be either Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities which own Residential Units and unrelated to Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner occupant shall be entitled to-one (1) seat on the Board of Managers.

At the time of the First Annual Meeting and at all times thereafter, Sponsor may be able to elect members of the Board as a result of its ownership of or interest in Unsold Residential Units. Sponsor may retain voting control of the Board if Sponsor and its designees are able to cast sufficient votes at such meetings to establish such control. In addition, Sponsor, for so long as Sponsor owns at least one (1) Residential Unit, shall have the right, at its option, to designate at least one member of the Residential Board.

It is noted that although it is the intent of Sponsor that all Residential Units be offered for sale pursuant to the terms of the Offering Plan, Sponsor has reserved the unconditional right to withhold certain Residential Units from sale. In the event that the Sponsor withholds one (1) or more of the Residential Units from sale, Sponsor shall amend the Plan to disclose which Units are

being withheld. If Sponsor leases certain Residential Units to tenants and such Units are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Residential Unit. The decision of Sponsor to withhold Residential Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Residential Unit Owner to resell their Residential Unit and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment on the Sponsor's part to sell more Units than the thirty percent or 10 units and as a result owner occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Residential Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Residential Units in the Building.

Until Sponsor or its designee has conveyed title to all the Residential Units, but in no event later than five (5) years after the First Closing, whichever shall first occur, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, (b) assess any Common Charges for the creation of addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, (d) enter into any service or maintenance contract for work not covered by contacts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium or ( f ) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through ( f ) above, if, and only if the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to comply with laws, rules or regulations of any Governmental Authority having jurisdiction over the Condominium or the Lease.

P. CONDOMINIUM BOARD

1. General

The affairs of the Condominium shall be governed by the Board, which shall consist of two members designated by Sponsor. The two members shall be Steven Sharabi and Leon Goldstein, principals of Sponsor. Within 180 days after the First Closing, the First Annual Meeting will be held at which time the incumbent Board will resign and three members will be designated by Sponsor and two members will be elected by the Unit Owners. At all elections held during the period ending on the later of (i) closing of title to 50% of the Residential Units or (ii) five years after the First Closing ("Initial Control Period") Sponsor may control the Board. Within 30 days after the end of the Initial Control Period, a meeting shall be held to elect a new five member Board, which shall be elected by the Unit Owners.

The term of office of each of the members of the Board will be one year and all members' terms will end on the first regularly scheduled annual meeting or anniversary thereof, rather than on the anniversary of the First Annual Meeting. At the expiration of the initial term of office of each member of the Board, such members' successors will be elected to serve for a term of one year.

Other than Board members designated or elected by reason of the votes cast by Sponsor or its designee, all members of the Board must be Unit Owners. The By-laws provide, from and after the First Annual Meeting of Unit Owners, which ends the Initial Control Period, at least three of the members of the Board ( a majority of the Board) shall be owner occupants and unrelated to and unaffiliated with Sponsor or other Unsold Unit Owners. There is no restriction on the right of the Unsold Unit Owners (including Sponsor) to vote for members of the Board who are not related to or affiliated with Sponsor or other Unsold Unit Owners.

No member of the Board shall continue to serve on the Board if, during such member's term of office, said member shall cease to be a Unit Owner or an interested party as described in the immediately preceding paragraph.

Any Unit Owner, or interested party in a Unit Owner, who is in arrears in the payment of Common Charges beyond any applicable grace period (a) shall not be eligible to be elected as a Board member and (b) may be removed as a Board member by a majority vote of the other Board members. Any Board member except sponsor appointees may be removed from the Board for cause or not by a vote of a majority of the Board.

Members of the Board shall serve without compensation.

2. Powers and Duties of and Determinations by Board of Managers

The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. As more fully set forth in the By-Laws, all determinations required to be made by the Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Meetings and Votes of Unit Owners

After the First Annual Meeting as described above, annual meetings of Unit Owners will be held within four weeks of the anniversary of the First Annual Meeting on a date to be set by the Board. At each such meeting, the Unit Owners shall elect members to replace those members of the Board whose terms have expired. In addition, special meetings may be held from time to time pursuant to the By-Laws. At all meetings of Unit Owners, the presence in person or by proxy of more than 50% of the Common Interests attributable to all Units shall constitute a quorum and, except as otherwise provided in the By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present shall be binding on all Unit Owners.

Each Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Unit Owners, based upon the Common Interest appurtenant to each of the Unit or Units owned by such Unit Owner, and at all such meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Units) shall be entitled to cast one vote for each .000 1% of interest in the Common Elements attributable to his or her Unit or Units.

Officers

The principal officers of the Condominium will be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may also appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Board following the First Annual Meeting. Thereafter, both the President and Vice President must be members of the Board. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such. Upon the affirmative vote of a majority of the members of the Board, any officer of the Board may be removed, either with or without cause, and his or her successor may be elected, at any regular meeting of the Board or at any special meeting of the Board called for such purpose. No officer of the Board shall have any personal liability with respect to the operation of the Condominium, except that an officer shall be liable for his or her own bad faith or willful misconduct. All Unit Owners severally indemnify each officer against any liability or claim except those arising out of such officer's own bad faith or willful misconduct.

Q. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARD OF MANAGERS

1. Sales and Leases of Units

Each Unit Owner may sell his or her Unit and lease his or her Unit for terms of one (1) year or more, provided such Owner first gives the Board notice of intention to sell or lease such Unit, accompanied by a fully executed copy of the contract of sale or lease, as the case may be. The Board shall then have the right to purchase or lease the Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically set forth in Article 8 of the By-Laws. The Board of Managers may raise funds to purchase a unit by an assessment of Unit Owners or by borrowing money by creating a security interest in the right to receive future income and common charges. If the Board does not elect to purchase or lease the Unit within 20 days after receipt of the notice, or waives such election in writing, the Unit Owner will have 90 days thereafter to enter into a written agreement with the prospective Purchaser or lessee, as the case may be, embodying the terms set forth in such notice. In the event that such written agreement is not executed by the Unit Owner within said 90-day period or such sale or lease is not so consummated within 30 days following the expiration of said 90-day period, the Unit Owner will be required to again first offer the same to the Board. The Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. Any such lease shall be in the form and substance then approved by the Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting. The Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

If a Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock other than through any recognized national securities exchange or "over-the-counter" market, or if a Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Board for purchase or lease, as described in the preceding paragraph. Notwithstanding the foregoing, a Unit Owner may, without complying with the foregoing restrictions, sell, lease or convey his or her Unit to an affiliate (an affiliate being defined as a person or entity who or which owns 50% or more of the legal and beneficial interest of such Unit Owner or an entity with respect to which such Unit Owner owns 50% or more of the legal and beneficial interest) or to any one or more of a spouse, adult child, parent or adult sibling, or to a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing, or convey a Unit by gift, or devise a Unit by will, or have it pass by intestacy; provided, however, that each succeeding Unit Owner shall be bound by, and its Unit shall be subject to, the preceding restrictions. Article 8 of the By-Laws more specifically describes the right of first refusal and those situations in which a Unit Owner may sell, lease or convey his or her Unit to a related or controlled individual or entity.

The restrictions upon the sale or lease of Units shall not apply to Sponsor or its designee with respect to any Unsold Units or to any Units acquired by a mortgagee in foreclosure

or by deed in lieu of foreclosure; such Units may be sold to anyone without first being offered for sale to the Board.

Each conveyance of a Unit by the Owner thereof shall include as part of the property to be conveyed, such Unit Owner's (i) undivided interest in the Common Elements, (ii) undivided interest in any Unit or Units acquired by the Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit) and (iii) undivided interest in any other assets of the Condominium. No part of a Unit Owner's interest in the Limited Common Elements or the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Limited Common Elements or the Common Elements by all affected Unit Owners.

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. In addition, the Board may establish reasonable fees for the processing of such offers for sale or lease, which shall be payable by the selling or leasing Unit Owner to the Managing Agent.

2. Use of Units

A Residential Unit may be used only as a residence and, subject to compliance with the By-Laws, for a lawful home occupation.

A Residential Unit may only be occupied by (i) any individual who is a Unit Owner or permitted lessee, (ii) any officer, director, stockholder or employee of any corporation which is a Unit Owner or permitted lessee, (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee, (iv) any member of any limited liability company which is a Unit Owner or permitted lessee, (v) the fiduciary or beneficiary of any fiduciary which is a Unit Owner or permitted lessee, (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee and (vii) family members and/or non-paying guests of any of the foregoing.

The Parking Space Units may be used for non commercial vehicles.

3. General Provisions with Respect to Use

No portion of a Unit, other than the entire Unit, may be leased. No nuisance or offensive or unlawful use shall be allowed in the Condominium or any portion thereof all laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with at the sole expense of the respective Unit Owners or the Board, whoever shall have the obligation to maintain or repair such portion of the Property.

The Rules and Regulations concerning the use of the Units may be amended from time to time by the Board, provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective. However, no amendment of the Rules and Regulations will apply to the Unsold Units, unless agreed to by all the owners of same who are affected by such amendment. Further provisions with respect to the use and leasing of Units are set forth in the By-Laws and Rules and Regulations.

4. Obligations of Unit Owners With Respect To Limited Common Elements.

The Limited Common Elements are comprised of the Balconies, Terraces, and Storage Spaces and have the following restrictions:

No plantings may be installed without the consent of the Board of Managers. Any plantings or furniture that would impair the integrity of the balconies or terraces must be removed at the instruction of the Board.

In the event that any construction to the Limited Common Elements is contemplated by the unit owners, the Board of Managers may regulate time periods during which work is permitted; the manner in which construction debris is handled; security measures; liability insurance and the interruption of building services.

The owners of units which have exclusive use of the Limited Common Elements appurtenant to their units, have the sole financial responsibility for the repair or replacement of said Limited Common Elements and the sole financial responsibility for the structural repair or replacement of them to the extent that any repair is needed as a result of the owner's use. Further, the condominium has unlimited access to the aforementioned areas for the purpose of making repairs.

5. Mortgage of Units by Unit Owners

Each Unit Owner may mortgage his or her Unit in accordance with the provisions of Article 7 of the By-Laws, which requires that the Board be notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and that the Unit Owner first satisfy all unpaid liens against the Unit, other than Permitted Mortgages

6. Common Charges: Determination and Assessment

At least once per year, the Board will prepare a budget setting forth its projections of Common Expenses for the next fiscal year of the Condominium and will allocate the Common Expenses among the Units. The Common Charges payable by each Unit Owner will be in proportion to the Unit's percentage Common Interests compared to the total of all Unit Owners.

The Board of Managers may accumulate reserves for capital expenditures. The respective Common Interests of the Units, as estimated by Sponsor, have been allocated to each Unit based upon floor space subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

The Board will furnish copies of the budgets to all Unit Owners and advise each Unit Owner of the amount of Common Charges payable. Unless otherwise determined by the Board, Common Charges will be payable in monthly installments, in advance, on the first day of each month.

7. Collection and Lien for Non-Payment of Common Charges

Unit Owners may not exempt themselves from liability for Common Charges by waiving use of any of the Common Elements or by abandoning their Units. No Unit Owner, however, will be liable for the payment for any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In addition, as more specifically set forth in Section 6.2 of the By-Laws, a Unit Owner, by conveying his or her Unit (without consideration) to the Board and provided that such Unit is free and clear of liens and encumbrances and that no violation of the Declaration, the By-Laws or the Rules and Regulations then exists with respect to such Unit, may be exempt from Common Charges thereafter accruing.

On a resale of any Unit, the purchaser will be liable for the payment of any unpaid Common Charges against such Unit. In the event of a foreclosure by the Board of its lien on any Unit for unpaid Common Charges, or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the original Unit Owner can be sued for the unpaid balance. The Board will also have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Under the provisions of Section 339-z of the New York Condominium Act and Section 6.3 of the By-Laws, the Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit. All such liens, however, to the extent required by applicable law, will be subordinate to liens for real estate taxes on the Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the City Register's Office and until all sums secured thereby with interest accrued 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 shall be sooner. Such liens may be foreclosed by a suit brought in the name of the Board (acting on behalf of all Unit Owners) in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Board may assess Unit Owners a late charge of $.04 for each dollar of Common Charges which remains unpaid for more than ten days after the date when due, and interest at the rate of 1.5% per month on such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection. Sponsor obligates itself to cause any members of the Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Units owned by Sponsor with respect to which payments of Common Charges have not been made within 30 days after the date when due.

8. Non-Occupying Owners

Under the provisions of Section 339-kk of the Real Property Law and Section 6.3.5 of the By-Laws, if a non-occupying owner rents his unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees within 60 days of the expiration of the grace period after they are due, the Board shall provide written notice to the tenant and non-occupying owner providing that until such payments are to be made current, all rental payments are

to be made payable to the Condominium Association. Where a majority of the Board has been elected by Unit Owners who are in occupancy the Board may elect not to require that rental payments be made payable to the Condominium Association.

9. Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, or ordinary or extraordinary, (a) in or to any Unit (other than, in general, to the Common Elements included therein) will be made by the Owner of such Unit at his or her expense and (b) in or to the Common Elements will be made by the Board and the expense thereof will be charged to the Unit Owners as a Common Expense. Without limiting the foregoing, Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units and appliances in their respective Units. Except as otherwise provided herein, a Unit Owner shall not be responsible for the cost of any painting, decorations, maintenance, repairs or replacements in or to any Unit other than to its own Unit (and any Common Elements or Limited Common Elements included therein) and to its share of the l Common Elements.

Unit Owners shall be prohibited from obstructing or altering the facade of the Building, thus prohibiting the installation of through-the wall air conditioning units. The right of Unit Owners to install air-conditioning window units shall be determined by the Board.

The washing and cleaning of interior and exterior glass surfaces of windows in the Units shall be the responsibility of the respective Unit Owners. The Board may from time to time enforce the responsibility of the Unit Owners to wash and clean the exterior surfaces of windows located in their respective Units.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, or any replacement of glass windows in any Unit because of breakage or otherwise, are necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by the Board, and any portion of the cost thereof which is not covered by the insurance maintained by the Board shall be paid by such Unit Owner.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition by the Unit Owner or the Board, whichever is responsible for the maintenance thereof. In the event that any Unit Owner fails to keep his or her Unit in such condition, the Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default. (See "Rights of Access" hereinafter set forth in this Section Q.)

9. Alterations and Improvements of Units

No Unit Owner may make any alteration, addition, improvement or repair in or to his or her Unit if the same would affect the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building, without first obtaining the written approval of the Board, which approval may not be unreasonably withheld. Except as otherwise

permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to a rooftop terrace or the Common Elements without the prior written approval of the Board.

The Board, at its option, may require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which any such alteration, addition, improvement or repair may be made. Any Unit Owner making or permitting an alteration, addition, improvement or repair in his or her Unit is required by the By-Laws to (i) obtain such insurance as the Board or the Managing Agent may require, (ii) indemnify the Board and the Managing Agent against any liability arising from the work, (iii) reimburse the Board for its architectural, engineering, and legal fees incurred in connection with such work and (iv) employ such architects, engineers, contractors, workers, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time (in the sole discretion of the Managing Agent).

The foregoing restrictions affecting Units shall not apply to Sponsor or its designee in respect of Unsold Units (see Part I, Section N).

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all legal requirements. Additionally, if any Unit Owner desires to make any alteration, addition, improvement or repair in or to a Unit which affects any exterior architectural feature of the Building, then, in addition to obtaining any necessary consent from the Board, such party must first obtain approval from the Board.

10. Alterations and Improvements of Common Elements

Generally, all alterations, additions or improvements in or to the Common Elements will be made by the Board. The costs of alterations, additions or improvements to the Common Elements will be charged to all Unit Owners as a Common Expense; and costs attributable to the Limited Common Elements will be charged to all Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Unit Owners. Whenever, in the judgment of the Board, the Common Elements require additions, alterations, improvements, or repairs costing more than $5,000, in the aggregate, in any calendar year, such additions, alterations, improvements or repairs may not be made unless the same have been approved by the Unit Owners owning a majority of the Common Interests of all Units liable for the cost thereof pursuant to the preceding sentence, including Sponsor, if it then owns any Unit, at a duly constituted meeting of Unit Owners or unless the same is necessary to comply with applicable laws or regulations, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Board may, in its discretion, assess each Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Common Charges.

Any additions, alterations, or improvements costing $5,000 or less, in the aggregate, any calendar year may be made by the Board without the approval of the Unit Owners.

In addition, as set forth in Section 6.12.3 of the By-Laws and to the extent permitted by law, the Owner or Owners of any one or more Units, if such Unit or Units are the only Unit or Units serviced or benefited by any Common Elements adjacent or appurtenant thereto (for example, that portion at the end of a hallway that is directly adjacent to the Unit or Units located at the end of such hallway) and not affecting access or service (including, without limitation, heating and ventilating) to any other Unit or to any other portion of the Common Elements shall, with the consent of the Board (which consent shall not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners shall be Sponsor or its designee), have the right to use such Common Elements exclusively (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such an event, however, such Owners shall, at their sole expense, (i) operate, maintain and repair such Common Element for so long as such Owners exercise such exclusive right of use and (ii) restore such Common Element to its original condition, reasonable wear and tear excepted, after such Owners cease to exercise such exclusive right of use.

11. Rights of Access

As more fully set forth in the By-Laws, the Board and any managing agent, manager and other persons authorized by the Board will have a right of access to any Unit and to the rooftop terraces for the purposes, among others, of (a) making inspections of, or removing violations of governmental laws or regulations against, any part of the Property; (b) curing defaults under the By-Laws, Declaration or Rules and Regulations by the owner of such Unit; (c) performing maintenance, installations, alterations, repairs or replacements to the mechanical or electrical systems, or other portions of the Common Elements, located within such Unit or elsewhere in the Building; or (d) correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

In the event that the Board or any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by the Board or Unit Owner, respectively, or in the event of any breach of the Declaration, By-Laws or Rules and Regulations, Article 6 of the By-Laws provides for certain specified rights to perform such maintenance or repairs or cure such breach.

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

Each Unit Owner must strictly comply with the provisions of the Declaration, By-Laws and Rules and Regulations. Pursuant to Section 339 of the Condominium Act, failure to so comply will be grounds for an action for damages or injunctive relief, or both. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

13. Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board will arrange for the prompt repair and restoration thereof (including each Unit, but excluding appliances, fixtures, furniture, furnishings and other personal property not constituting a part of such Unit).

If the insurance proceeds are insufficient to cover the cost of repairs or restoration, Unit Owners may be assessed for such deficiency. If there is a surplus of insurance proceeds, the surplus shall be paid to Unit Owners in accordance with the following paragraph, except that no payment shall be made to a Unit Owner until there has first been paid out of his or her share, such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than Permitted Mortgages, in the order of priority of such liens.

If the Units and/or the Common Elements are damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared by all Unit Owners in proportion to their respective Common Interests.

In the event of a loss for which the proceeds of all policies of physical damage insurance maintained by the Board exceed $1,500,000, the proceeds shall be payable to a New York City bank or trust company designated by the Board as insurance trustee pursuant to the provisions of Section 12.6 of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Notwithstanding any of the foregoing, if two-thirds or more of the Building is destroyed or substantially damaged and if sixty-six percent or more in Common Interest of all Unit Owners do not duly resolve within 60 days from the date of such damage or destruction to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if the Building were owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid hens on his or her Unit in the order of the priority of such liens.

14. Insurance

The Board is required to obtain and maintain, in accordance with the provisions of Section 6.4 of the By-Laws, to the extent obtainable and to the extent determined by the Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein, and covering the interests of the Condominium, the Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; (b) rent insurance in an amount equal to Common Charges for one year; (c) workers' compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) fidelity insurance covering all Board members, officers, directors and employees of the Condominium and Managing Agent; (i) directors' and officers' errors and omissions coverage; and (j) such other insurance as the Board may from time to time determine.

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Board following the First Annual Meeting of the Unit Owners shall be in at least the sum of $12,500,000. All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners , who have requested the same from the Board in writing. Duplicate originals or certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners who have requested the same from the Board in writing. Renewals shall be obtained at least ten days prior to the expiration of the then current policies.

The Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property, in such amounts as are carried by prudent owners of comparable properties in the City of New York as the Board may from time to time determine, covering (1) the Board, the Managing Agent and each Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her own Unit or within the Common Elements, if any, exclusive to his or her Unit. In no event shall the comprehensive general liability insurance afford protection to the limit of less than $1,000,000 per occurrence, plus at least $2,000,000 umbrella liability coverage. The insurance discussed above shall also include cross liability claims of one insured against another.

Any insurance maintained by the Board may provide for such deductible amounts as the Board may determine. The premiums for all insurance referred to above shall be a Common Expense and shall be borne by the Unit Owners as part of Common Charges.

The Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit. Consequently, all Unit Owners are urged to obtain casualty insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units and liability insurance with respect to occurrences in or about their Units. Unit Owners may carry additional insurance, provided that any such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

15. Liability of Board of Managers and Unit Owners

Every contract made by the Board, any officer of the Condominium, or the Managing Agent shall state that (a) it is being executed by such party only as agent for all Unit Owners, and such Board members, officer or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) to the extent permitted by law or as otherwise determined by the Board in its sole and

absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest.

To the extent permitted by applicable law, Board members shall have no liability to Unit Owners, except that a Board member shall be liable for his or her own bad faith or willful misconduct. The Board may contract or effect any other transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of the bad faith or willful misconduct of such member.

16. Amendments to Condominium Documents

Generally, subject to certain exceptions, any provision of the Declaration or By-Laws may be amended, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of the Unit Owners.

However, for so long as Sponsor is the owner of one or more Units, the Declaration, By-Laws and Rules and Regulations may not be amended, modified, added to, or deleted so as to adversely affect Sponsor without the prior written consent of Sponsor. In addition, the provisions of the Declaration and By-Laws relating to:

(a) the use of Units or each Unit's Common Interest may not be amended, modified, added to, or deleted without the prior written consent of every Unit Owner affected by such amendment; and

(b) the rights, benefits and exemptions of the owners of the Unsold Units may not be amended, added to, or deleted without the prior written consent of such owners (including Sponsor if it still owns any Unsold Units).

17. Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless the Condominium shall be terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time, if any, as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of at least 75% in Common Interest of all Unit Owners.

Sponsor will not vote its interests appurtenant to Unsold Units in favor of such withdrawal unless at least 75% in Common Interest of all other Unit Owners elect to withdraw, at which time Sponsor may choose to vote its Common Interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

In the event of withdrawal of the Property from condominium ownership, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if the Property were owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests, after first applying the

share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his or her Unit, in the order of priority of such liens.

18. Units Acquired by the Board

All Units acquired or leased by the Board or its designee shall be held by the Board, or its designee, on behalf of all Unit Owners. The rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Board shall carry any voting rights.

The purchase of any Unit by the Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board by or on behalf of Unit Owners. If the funds in such accounts are insufficient to effectuate any such purchase, the Board may levy an assessment against each Unit in proportion to its respective Common Interest, as a Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interest in the Common Elements.

19. Procedure to Review Real Estate Tax Assessments

The Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. In the event any Unit Owner individually seeks to have the assessed valuation of his Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided that such Unit Owner indemnifies the Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

20. Mechanics' Liens

Under the provisions of the New York Condominium Act, no lien of any nature may arise or be created against the Common Elements, except with the unanimous consent of all Unit Owners. Liens may arise or be created against only the Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of, the Board or the Managing Agent.

21. Easements and Name of Condominium

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements, including easements in favor of Sponsor. These easements, which are more particularly set forth in Article 15 of the Declaration, include an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace Common Elements and, generally, an easement of support and of

necessity in favor of all Units and the Common Elements. These easements shall be exercised in a manner that will not unreasonably interfere with the use of any of the Units for their permitted purposes.

The Condominium shall be designated and known as "255 1st Street Condominium".

R. REAL ESTATE TAXES

The projection for the real estate taxes that will be payable for each of the Units, during the first year of condominium ownership is based upon the estimate made by the Sponsor's Appraisal Expert , Metropolitan Valuation Services, 444 Park Avenue south, New York, New York 10016, in a letter dated April 23, 2007 and reproduced in this Plan. The estimate for real estate taxes for the Units for such first year will be based on the post rehabilitation assessed valuation for the Residential Units for the period January 1, 2008 through December 31, 2008 which is estimated at $3,036,376 and on the estimated tax rate in effect for the twelve month period commencing July 1, 2008 at 13.252 % per $100 of assessed valuation. The taxes for the first year are estimated at $401,937.93.

Sponsor has submitted an application for 421-a real estate partial tax exemption benefits for the Residential Units. Notwithstanding the above, it is anticipated that 421-a tax benefits will be in effect no later than July 1, 2009. At the time that the 421-a- benefits are in effect, the real estate taxes for the Residential Units will be $14,625.57. Sponsor's 421-a expert,Steven Wekselblatt,Esq., has issued an Opinion Letter, dated July 16 , 2007, indicating that the units will be eligible to receive these benefits based on certain assumptions and conditions set forth therein.

These opinion letters are reproduced in their entirety in the Plan, Part I, Section T.

.

No guaranty or assurance is given that: (i) any of the assumptions described above will be valid; (ii) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the first year of condominium operation, the estimates of the portions of such assessed valuations that will be allocable to each the unit and the projection of the average real estate tax rate that will be in effect during such first year) will approximate the actual amount; or (iii) the Real Estate Tax Assessment Bureau of the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Sponsor for such purpose, or that such Bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above. Sponsor will amend the Plan promptly to disclose the same if it discovers that any of such assumptions are invalid as well as after the Units have been assessed and the applicable tax rate determined.

Until the Units are separately assessed, each Unit Owner will pay to the Board a share of the Property's real estate taxes for the period in question calculated in accordance with its share of the common elements. The share so allocated to the Units will then be pro-rated to each individual Unit, respectively, on the basis of the ratio that the percentage of common interest for the Unit set forth in Schedule A above bears to the total common elements of all Units, set forth in Schedule A. The Board will pay such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on the Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of Real Estate Taxes as set forth above, the Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I, Section Q for further discussion.) A Unit Owner will not be responsible for the payment of,

and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the pro-ration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period.

There are no pending tax certiorari proceedings.

## S. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Raphael and Marks, counsel to Sponsor, a copy of which opinion is included herein in Part I, Section T of the Plan. Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses the tax consequences that would result from the ownership of a Residential Unit by an individual taxpayer for use as his or her own primary or secondary residence. It does not address the tax consequences that might result from the ownership of a Unit by a taxpayer that is not an individual or who is a foreign person. It also does not address the tax consequences that might result from the ownership of a Unit that is held by an individual taxpayer either in connection with his or her trade or business, for investment, or for the production of income or for the ownership of a Parking Unit.

RAPHAEL AND MARKS IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Unit Owner will own legal (fee simple) title to his or her Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Unit Owner may mortgage his or her Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. As a result, each Unit Owner will be individually liable for the real estate taxes and assessments levied against his or her Unit.

Generally, it is the opinion of Raphael and Marks that each Unit Owner will, under the present income tax laws and regulations, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for:

(a) the real estate taxes assessed against his or her Unit and paid by such Unit Owner; and

(b) subject to certain qualifications and limitations discussed below, "qualified residence interest" paid by such Unit Owner with respect to such Unit.

Qualified residence interest includes interest paid by the Unit Owner on (i) debt used to acquire, construct or substantially improve any "qualified residence," as defined below, and secured by such residence, up to $1,000,000 ($500,000 in the case of a married individual filing a separate return), and (ii) other indebtedness secured by a qualified residence, up to $ 100,000 ($50,000 in the case of a married individual filing a separate return). Interest on home mortgage indebtedness in excess of these limitations is not deductible.

A "qualified residence" means (i) a "principal residence" and (ii) one secondary residence selected by the Unit Owner.

Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances), and that the deductions for real estate taxes and qualified residence interest may be subject to the overall limitation on the allowance of itemized deductions.

2. Taxation of the Condominium

Certain condominium boards may elect to be treated as a "homeowners association" within the meaning of Internal Revenue Code section 528(c) and, therefore, could elect to be exempt from federal income tax on Common Charges received from Unit Owners ("exempt function income"). In order for the Board to qualify to make such election, section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least 85% of the total square footage of all the units within the project be used by individuals for residential purposes and that the Condominium meet certain gross income and expenditure tests. Since 100% of the total square footage of all the Units in the Condominium will be used for residential purposes, the Condominium will be eligible to make this election and will meet the other requirements of section 528. For any taxable year for which the Condominium elects to be treated as a homeowners association under section 528, it will be subject to tax at a 30 percent rate on the excess of its non-exempt function income over the allowable deductions (computed with certain modifications) directly connected with the production of such income.

Absent the application of Code section 528, the status of the Condominium Board for Federal, New York State and New York City income tax purposes is uncertain. If the Board is deemed to be merely a conduit for the Unit Owners, all income earned by the Board, less the expenses incurred in earning such income, would be deemed to constitute income to the Unit Owners and be taxable to them. However, under this analysis, Common Charges would not be considered income to the Condominium Board and given the proposed budget there would not be any taxes for Unit Owners.

If the Board were to be treated as a separate entity, it may be treated as a partnership for tax purposes, with the result that all income earned by the Board, less the expenses incurred in earning such income, would be taxable to the Unit Owners. In such case, the Board would not itself be subject to Federal or New York State income tax, but might be subject to the New York City Unincorporated Business Tax income tax on that portion of the Common Charges deemed to constitute gross income, to the extent that such portion (together with any income earned from interim investment of funds) exceeds allowable deductions.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned above in this Section T or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which counsel to Sponsor bases its opinion, will not change. In addition, no warranties are given by Sponsor, counsel to Sponsor, the Selling Agent, the Managing Agent or any other person connected with this offering, with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any such warranties.

T.OPINION LETTERS

RAPHAEL AND MARKS
315 PARK AVENUE SOUTH
NEW YORK, NY 10010
(212) 505-2880

August 1, 2007

255 1st Street Condominium
c/o A.D. Shaye Realty
378 Seventh Avenue
Brooklyn, NY 11215

Re: Condominium Offering Plan
255 1st Street Condominium (The "Condominium")

Gentlepeople:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the offered Units for their own residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan" and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Units by corporations, other entities or foreign persons, nor does it address the tax consequences of ownership of the Parking Units or Storage Units. Furthermore, this opinion does not address the tax consequences of (i) ownership of any Unsold Units or any Unit that is used for commercial or mixed residential/commercial purposes or (ii) any rebates or other payments that may be made, or benefits provided, to owners of Units. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

We understand that under the Plan each Residential Unit Owner will hold title to his Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Unit and its interest in the Common elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage on his Unit and, by doing so incur direct liability for the interest payable on such mortgage.

It is our opinion, under present law, subject to the limitations discussed below and subject to limitations imposed on the deduction of itemized deductions, that an owner of a Residential Unit who itemizes deductions and who uses his or her Unit as a personal residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, real

estate taxes assessed against his or her Unit and paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant. In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Units will acquire their Units and that the relevant facts are as set forth therein.

Pursuant to the Plan, the purchaser of a Unit will receive legal title in fee simple to his or her unit coupled with ownership of an undivided interest in the appurtenant Common Elements with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property. Under these circumstances, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Purchasers are advised that an exemption from real estate taxes may be available for veterans and other purchasers under the New York State Real Property Tax Law, as amended, and/or various codes, rules and regulations of the City of New York. Prospective purchasers are advised to consult with their own attorneys or other advisers to determine whether the prospective purchaser qualifies for any exemption from real estate taxes.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquisition, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Accordingly, an owner of a Unit who itemizes deductions and uses his or her Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as may be in effect under Section 68 of the Code, interest paid or accrued by him or her on (i) acquisition indebtedness incurred with respect to his or her Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified

residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on any overall limitation on the allowance of itemized deductions.

Each owner of a Unit who uses his or her Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Units.

It is our opinion based on the analysis below that the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for the 2007 Taxable Year.

If the Condominium qualifies as a homeowners association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable yea must consist solely of amounts received as membership dues, fees or assessments from Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible,

therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based upon the foregoing and assuming (i) the Plan becomes effective during the taxable year ending December 31,2007 (the "2007 Taxable Year"), (ii) the actual gross income and expenditures of the Condominium for the 2007 Taxable Year are the same as (or, if such year is a short taxable year, are in the same proportions as) the estimated gross income and expenditures for the Condominium's first full year of operations, as set forth in Schedule B to the Plan, (iii) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, (iv) at least 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes, and (v) there are no changes in the facts and/or the relevant provisions of current law, the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for the 2007 Taxable Year.

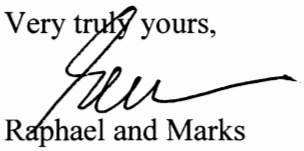
Absent the application of Code Section 528, the present state of federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Because the By-laws of the Condominium provide that the Condominium Board will act as the agent of the Unit Owners represented by such Board, the Condominium Board may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include, among other things, interest or similar income earned horn interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Common Charges should not be considered income earned by the Condominium with respect to the Unit Owners. If, however, the Condominium is considered a separate entity it is unclear whether the Condominium would be taxable as a corporation or treated as a partnership for Federal income tax purposes. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with income and deductions and return filing requirements and would be subject to corporate income tax. If the Condominium is treated as a partnership, the partnership would not be subject to an entity level tax, the items of income and deduction of the partnership would generally be passed though to the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Corporation Franchise Tax. Further, in such event, the Condominium likely would be subject to the New York City Unincorporated

Business Tax, unless it were eligible for and elected treatment under Code Section 528 as a homeowners association.

We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will the Sponsor, Raphael and Marks, the Condominium Board, the Selling Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or IRS rulings on which we have relied which cause the owners of Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

Very truly yours,



Raphael and Marks

**OPINION OF Attorney 339 (i)(l)(iv)**

RAPHAEL AND MARKS
ATTORNEYS AT LAW
315 Park Avenue South
New York, New York 10010

ELLEN MARKS
STEPHEN M. RAPHAEL

TEL. (212) 505-2880
FAX )212) 505-2881

STEPHEN W. ALLEN

August 1, 2007

The Board of Managers
105-111 Lexington Condominium
255 1st Street
Brooklyn, NY 11215

Re: 255 1st Street Condominium
255 1st Street, Brooklyn, New York

Dear Gentlemen/Mesdames:

The undersigned attorney for the Sponsor has reviewed the allocation of common interests as shown on the Schedule A to be included in the offering plan for the subject project.

It is our opinion the assignment of the percentage of common interest to each Unit has been done in compliance with Section 399(i)(1)(iv) of the New York State Real Property Law.

The common interests have been allocated to each condominium unit based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 399(i) (1) (iv) of the New York State Real Property Law. This opinion is based on factual determinations of measurements and calculations of net square footage made by Sponsor's Architect.

Very truly yours,
Raphael & Marks

By: _____
Ellen Marks

# METROPOLITAN VALUATION SERVICES

REAL ESTATE CONSULTING AND APPRAISAL

April 23, 2007

261 1st Street Condominium Associates LLC
378 7th Avenue
Brooklyn, New York 11215

re: **MVS # 07-0239**
**Post-Completion Real Estate Tax Assessment and Analysis**
**255 1st Street, Brooklyn, NY**
**Kings County Block 964 Lots 14 and 70**

Greetings:

You have requested us to estimate the prospective real estate tax assessment for the to-be-developed apartments and parking spaces (herein referred to as the 'subject property') at 255 1st Street, Brooklyn, NY assuming its initial year of operation as residential condominium units commencing approximately January 1, 2008. The improvements will be developed on a site bounded by 4th Avenue to the west, Garfield Place to the north, 5th Avenue to the east and 1st Street to the south in the Park Slope section of Brooklyn.

Upon completion of the proposed construction, the improvements are scheduled to consist of a 12-story plus bulkhead and cellar structure containing 32 apartments, common areas, and 11 parking spaces. Per material reviewed, the gross building area has been estimated at approximately 43,377 square feet. The building area will be employed in the estimate of total real estate tax assessment. The distribution of the estimated real estate tax assessment among the apartments and parking spaces will be based on their respective common area interest percentage allocation set forth in the Schedule A of the offering plan.

It has been the practice of the Real Property Assessment Department of the City of New York to review the assessed valuation of newly constructed buildings for condominium use. While there is a formula, which has been utilized by the Real Property Assessment Department in reassessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-conversion assessed valuation of this property with any degree of certainty. However, the estimates presented below are based upon current policies and practices of that department.

*All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated herein.*

**METROPOLITAN VALUATION SERVICES, INC.**
**444 Park Avenue South – suite 402**
**New York, New York 10016**
**Phone (212) 213-8650 Fax (212) 213-8621**

You have advised us of the following facts regarding this project:

> The Condominium, upon completion of construction, will consist of thirty-two (32) apartments and 11 parking spaces.

The following analysis addresses the estimate of prospective real estate tax assessment and liability for the apartments within the subject property.

This letter only addresses the prospective tax assessment for the initial year of the subject property's operation as condominium. The projected completion date is 4th quarter of 2007 with the initial year of operation commencing January 1, 2008.

The subject property will be converted to condominium ownership. Condominium ownership, as defined by the Appraisal Institute in The Dictionary of Real Estate Appraisal, 3rd Edition Chicago, Illinois, is a form of fee ownership of separate units or portions of multi-unit buildings that provides for formal filing and recording of a divided interest in real property, and/or a multiunit structure of property in which persons hold fee simple title to individual units and an undivided interest in common areas.

The following analysis addresses the estimate of prospective real estate tax assessment and liability for the apartments within the subject property both assuming participation in the partial real estate tax exemption benefits program ("421-a") and assuming the facility does not receive such 421-a benefit.

Per the rules for 421-a benefit calculation, the 2004/05 tax year aggregate assessment of $110,487 for Lots 14 and 70 would form the basis for the post-development tax liability. A pro rata allocation of this base year assessment to the residential elements based on the noted 99.89% of common interest set forth in the Schedule A of the offering plan will be made. As such, the allocation of $110,365 as the base year assessment for 421-a partial real estate tax exemption program benefits is estimated for the residential units ($110,487 base year assessment × 99.89% common interest). Similarly, the allocation to the parking spaces is $122 as the allocated base year assessment ($110,487 base year assessment × 0.11% common interest).

The subject property apartments and parking spaces will be classified for real estate tax assessment purposes as a Class II category (All residential real property). The Class II tax rate for the 2002/03 fiscal year was $12.517 per $100.00 of assessed value, demonstrating a significant 15.98% increase over the previous year. The tax rate for the 2003/04 fiscal year was noted as $12.620 per $100.00 of assessed value, a nominal 0.8% increase from the 2002/03 fiscal year rate. The tax rate for the 2004/05 fiscal year was $12.216 per $100.00 of assessed value, demonstrating a retreat from the record high 2003/04 tax rate. The tax rate for the 2005/06 fiscal year was $12.396 per $100.00 of assessed value, posting a nominal 1.05% increase from the prior year. The recently announced 2006/07 tax rate is $12.737 per $100.00 of assessed value, illustrating a 2.75% increase from the prior rate.

There are three recognized appraisal methods that are employed by the Real Property Assessment Department to determine the full market value of income producing real property.

These methods are the original cost method, capitalization of income approach, and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings. Relevant data used in the cost method include, but may not be limited to, material and labor costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in competing investment, yields a close estimate of the market value of the property. This is considered a superior approach for apartment rental investment properties.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. However, the addition of sales price of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation.

The standard for assessment for residential cooperative and condominium structures is set forth in Real Property Tax Law 581. In essence, the standard of assessment prescribed by statute for cooperative and condominium structures is that these buildings are to be assessed in the same manner as are rental apartment buildings. Further, the statutes provide that the sale price of a cooperative building as an entity and the sale of a condominium units are not the measure of value for assessment purposes. As such, comparison of prevailing real estate tax assessments for comparable residential property has been considered.

In arriving at the assessed valuation, elements germane to traditional valuation methodologies were employed. This process examines development costs and land values; and, extrinsic indicia of value, including local inflation rates, location qualities, square footage, functionality of the improvements, scheduled amenities, net income producing potential and comparability to like-kind rental investment properties and recently constructed facilities converted to condominium.

Reconciliation of the three approaches to valuation discussed above included review of actual 2004/05 and 2005/06 assessment valuations for comparable condominium development in the immediate and surrounding vicinity of the subject, which justifies an overall prospective assessed valuation for the facility averaging $70.00 per square foot of gross building area. This equates to a total actual assessment of approximately $3,036,376 as the post-completion assessment for the subject property ($70.00 per Sq. Ft. of Building Area × 43,377 Sq. Ft. of Building Area). This derived prospective aggregate assessed value is deemed appropriate for the subject property. The prospective aggregate assessed value is then allocated herein based on the Units' respective relative values as components of a rental building with support from assessed values of similar commercial uses.

In accordance with the NYS Condominium Act Section 339-y, the aggregate assessment of the units shall not exceed the total valuation as if assessed as a single parcel. The allocation of the assessed value of the residential units and the parking spaces is based on the relative ratio of percentage of common interest set forth in the Schedule A of the offering plan. As such, the

aggregate assessed value allocation for the residential units is $3,033,036 (99.89% common interest allocation × $3,036,376 aggregate assessed value). For the parking spaces, the allocated assessed value is $3,340 (0.11% common interest allocation × $3,036,376 aggregate assessed value).

| Unit | % Common Area | Post-Completion Assessed Value |
|---|---|---|
| Residential Units | 99.89% | $3,033,036 |
| Parking Spaces | 0.11% | $3,340 |
| | 100.00% | $3,036,376 |

Since the1982/83 tax year, Real Property Tax Law Section 1805 (3) provides for the creation of a transitional assessment system within the City of New York. Under the transitional assessment system, any increase in the assessed value of a property is phased in over a 5-year period in equal annual installments. However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitation or addition of square footage to existing structures) changes directly in the taxable assessed valuation without the 5-year phase-in. The "actual assessment" is the target value, which will be reached at the end of the 5-year period, assuming the assessment is not increased in the interim. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transitional assessed valuation.

Understanding that occupancy for the entire structure is projected for the 4th quarter 2007, the subject building may only have an interim assessed value and may not be fully assessed until the 2008/09 tax year (the New York City fiscal tax year runs from July 1 through the following June 30 and assessments are tentatively set mid-January prior to the fiscal tax year), at which time the post-construction assessed valuation for the entire premises would be established by the assessor. As such, the 2008/09 fiscal tax year has been selected for the post-completion assessment analysis herein. In the event completion of construction is delayed for any reason, it is possible that the actual assessed valuation for the 2008/09 tax year may be lower than as estimated herein.

Upon completion, the subject property residential units will be classified as a Tax Class II property and subject to that tax rate for the prevailing tax year. It is not possible at this time to predict the tax rate applicable to the tax year 2008/09, except to note that the city's economic crisis which sparked the past dramatic increase in the tax rate has eased.

We have assumed, for the purpose of this tax projection that the Class II rate will remain somewhat static, with a 2.0% annualized inflation applied to project the 2008/09 tax year rate. This equates to a projected Class II tax rate of $13.252 per $100.00 of assessed value for the 2009/10 tax year.

Real property taxes are payable semi-annually, on July 1, and January 1 (as previously stated, the City operates on a fiscal year commencing July 1 and ending June 30). Taxes payable during calendar year 2008 will be comprised of the tax due for the second-half 2007/08 and the first-half 2008/09 tax year.

**For budgeting purposes for the initial year's operation as condominium, however, taxes payable are estimated as coincident with the stated 2008/09 New York City real property tax year.** The tax liability is paid by the individual condominium unit owners.

***RESIDENTIAL UNITS***

***With 421-a partial real estate tax exemption program benefit***

Based on the 421-a program guidelines, the prospective aggregate annual tax liability is $14,625.57 ($110,365 base-year allocated assessed value × $13.252 per $100.00 of assessed value). This equates to an aggregate $1,218.80 monthly liability.

***Without 421-a partial real estate tax exemption program benefit***

Based on the prospective assessed value, the aggregate annual tax liability is $401,937.93 ($3,033,036 post-completion assessed value × $13.252 per $100.00 of assessed value). This equates to an aggregate $33,494.83 monthly liability.

***PARKING SPACES***

***With 421-a partial real estate tax exemption program benefit***

Based on the 421-a program guidelines, the prospective aggregate annual tax liability is $16.17 ($122 base-year allocated assessed value × $13.252 per $100.00 of assessed value). This equates to a $1.35 monthly liability.

***Without 421-a partial real estate tax exemption program benefit***

Based on the prospective assessed value, the annual tax liability is $442.62 ($3,340 post-completion assessed value × $13.252 per $100.00 of assessed value). This equates to a $36.89 monthly liability.

*- Prospective purchasers are advised that this valuation estimate assumes that the taxing authority is assessing a post-conversion occupied building* ***and is not intended to reflect any "progress" or interim valuation.***

Balance of page left blank

## POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY

| Apartment Unit | Monthly RE Tax w/421-a | Monthly RE Tax w/o 421-a | Annual RE Tax w/421-a | Annual RE Tax w/o 421-a |
|---|---|---|---|---|
| 1A | $49.05 | $1,347.97 | $588.60 | $16,175.70 |
| 1B | $58.08 | $1,596.11 | $696.94 | $19,153.31 |
| 2A | $42.83 | $1,176.96 | $513.92 | $14,123.56 |
| 2B | $46.85 | $1,287.62 | $562.24 | $15,451.41 |
| 2C | $48.20 | $1,324.50 | $578.35 | $15,894.03 |
| 3A | $40.26 | $1,106.55 | $483.18 | $13,278.56 |
| 3B | $45.27 | $1,244.03 | $543.21 | $14,928.32 |
| 3C | $48.44 | $1,331.21 | $581.27 | $15,974.51 |
| 4A | $40.26 | $1,106.55 | $483.18 | $13,278.56 |
| 4B | $45.27 | $1,244.03 | $543.21 | $14,928.32 |
| 4C | $48.44 | $1,331.21 | $581.27 | $15,974.51 |
| 5A | $30.38 | $834.94 | $364.58 | $10,019.28 |
| 5B | $45.76 | $1,257.44 | $549.06 | $15,089.27 |
| 5C | $45.51 | $1,250.73 | $546.13 | $15,008.79 |
| 6A | $28.92 | $794.70 | $347.01 | $9,536.42 |
| 6B | $36.73 | $1,009.30 | $440.71 | $12,111.65 |
| 6C | $31.72 | $871.82 | $380.68 | $10,461.89 |
| 7A | $28.92 | $794.70 | $347.01 | $9,536.42 |
| 7B | $36.73 | $1,009.30 | $440.71 | $12,111.65 |
| 7C | $31.72 | $871.82 | $380.68 | $10,461.89 |
| 8A | $28.67 | $788.00 | $344.08 | $9,455.94 |
| 8B | $36.73 | $1,009.30 | $440.71 | $12,111.65 |
| 8C | $31.72 | $871.82 | $380.68 | $10,461.89 |
| 9A | $27.33 | $751.11 | $327.97 | $9,013.32 |
| 9B | $35.26 | $969.07 | $423.14 | $11,628.80 |
| 9C | $31.72 | $871.82 | $380.68 | $10,461.89 |
| 10A | $27.58 | $757.82 | $330.90 | $9,093.80 |
| 10B | $38.43 | $1,056.25 | $461.21 | $12,674.99 |
| 11A | $27.58 | $757.82 | $330.90 | $9,093.80 |
| 11B | $38.43 | $1,056.25 | $461.21 | $12,674.99 |
| 12A | $27.58 | $757.82 | $330.90 | $9,093.80 |
| 12B | $38.43 | $1,056.25 | $461.21 | $12,674.99 |
| Total Apartments | $1,218.80 | $33,494.83 | $14,625.57 | $401,937.93 |
| Parking Spaces | | | | |
| PS1 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS2 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS3 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS4 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS5 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS6 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS7 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS8 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS9 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS10 | $0.12 | $3.35 | $1.47 | $40.24 |
| PS11 | $0.12 | $3.35 | $1.47 | $40.24 |
| Total Parking Spaces | $1.35 | $36.89 | $16.17 | $442.62 |

This letter was prepared at the sponsor's request. Certain figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation.

We have not passed upon the accuracy of any figures or estimates contained within the Plan, and offer no warranties of the amount of any liability for any period. The opinions expressed above are based on our interpretations of the RPTL, Administrative Code of the City of New York, and the applicable rules and regulations of the Department of Finance in effect as of the date hereof. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties or as opinions at law.

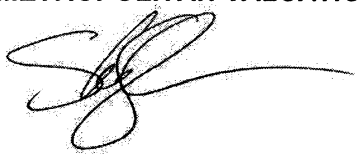
You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretations of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The foregoing analysis is based upon our experience with the Real Property Assessment Department and the Tax Commission of the City of New York, and their assessment policies regarding non-rehabilitated properties held in cooperative ownership. Application of a particular approach to valuation by an individual assessor may yield a different result. This would necessitate commencement of real property tax review proceedings at the Tax Commission or Supreme Court level to bring the assessment in line with the estimates presented herein.

We hereby consent to the inclusion of this letter in its entirety in the Offering Plan.

Very truly yours,

***METROPOLITAN VALUATION SERVICES, INC.***



By: Steven J. Schleider, MAI
President

## CERTIFICATE OF APPRAISAL

I, Steven J. Schleider, MAI certify that to the best of my knowledge and belief that:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

I have no personal interest with respect to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I am aware of and have complied with any and all applicable state laws and regulations that apply to appraisals.

Steven J. Schleider has made a personal inspection of the property that is the subject of this report. Steven J. Schleider has extensive experience in the appraisal of similar properties.

No one provided significant professional assistance to the person signing this report.

Steven J. Schleider has been duly certified to transact business as a Real Estate General Appraiser (New York State certification #46000016498).

***METROPOLITAN VALUATION SERVICES, INC.***



By: Steven J. Schleider, MAI
President

## BASIC ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following assumptions and limiting conditions:

- No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

- Responsible ownership and competent property management are assumed.

- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

- All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

- It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

**BASIC ASSUMPTIONS AND LIMITING CONDITIONS (Continued)**

- Possession of this report, or a copy thereof, does not carry with it the right of publication.

- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraisers.

- The appraisers have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

- The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

- The appraiser is authorized by the client to disclose all or any portion of this report and the related data to appropriate representatives of the Appraisal Institute, or other professional organizations of which the appraiser is a member or affiliate, if such disclosure is required to enable the appraiser to comply with bylaws and regulations of such organizations.

- All values rendered within this report assume marketing times of twelve months or less unless otherwise indicated.

- The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the subject property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, they did not consider possible non-compliance with the requirements of ADA in estimating the market value of the subject property.

**STEVEN J. SCHLEIDER, MAI**
PRESIDENT - METROPOLITAN VALUATION SERVICES

**STEVEN J. SCHLEIDER** Co-founded Metropolitan Valuation Services, Inc. to serve a broad-base of clients developed over his career in real estate.

As director for a national valuation and due diligence firm, the vast majority of appraisal assignments relating to the post-recession wave of major residential construction, development and re-adaptive use projects in the New York area were conducted under his supervision. Additionally, the significant large-scale multi-family complexes in the region for FannieMae and FreddieMac loan portfolios were appraised by his team.

Mr. Schleider's experience in real estate is broad and his assignments have included development strategies, valuation and/or feasibility studies for market-rate and subsidized rental facilities, nursing home, age-restricted and assisted-living residences, cooperative and condominium apartment buildings, development projects in various stages of approval; and, valuation modeling and consulting for various lower- and moderate-income housing programs involving LIHTCs and low floater rate tax exempt revenue bond financing. Mr. Schleider's experience with HUD-based programs includes numerous section 8 facilities, MAP, and rent comparability surveys. These activities have been conducted on behalf of investment firms, international and domestic pension funds, major industrial corporations, leading foreign and domestic financial institutions, individual investors and leading law firms. Additionally, Mr. Schleider has developed and conducted seminars relating to multi-family valuation issues for the New York State Housing Finance Agency.

Mr. Schleider is a designated member of the Appraisal Institute (MAI) and is certified by the State of New York and State of New Jersey as a real estate General Appraiser. Mr. Schleider received his Bachelor of Arts degree from Berklee College and has completed numerous graduate courses in finance and economics at the Bernard M. Baruch School of Business, City University of New York. He has served as President of the Associate and Affiliate Members Organization of the New York Metropolitan Chapter of the Appraisal Institute, and currently serves on the Chapter's Board of Directors and has chaired both the Admissions and Education Committees. Mr. Schleider is a member of the Real Estate Board of New York and currently serves on its Housing Committee and its Appraisal Committee.

LAW OFFICE OF STEVEN WEKSELBLATT
175 East Shore Road
Great Neck, New York 11023
516.487.0003 516.487.1497 fax

July 16, 2007

261 1st Condo Associates LLC
A.D. Shaye Realty Group
378 Seventh Avenue
Brooklyn, New York 11215

Re: 255 1st Street
Brooklyn, New York Further Known As
Block 964 Lots 14 and 20
Section 421-a Partial Tax Exemption

Dear Sirs;

Pursuant to your request, we have reviewed the information you have furnished us regarding the conversion of the above referenced property to a condominium.

You have advised us that the purpose of this analysis is to furnish you with our opinion as to the eligibility of the above referenced property to receive real estate tax tax exemption benefits under Section421-a of the Real Property Tax Law, Section 11-245 of the Administrative code of the City of New York and the Rules and Regulations governing the 421-a program (collectively the "421-a Program").

You have furnished us with the Opinion Letter dated May 1, 2007 from Meir Mishkoff of Mishkoff Associates, LLC , 38-08 Bell Blvd. Bayside, N.Y. 11361 (the "Mishkoff Opinion Letter") who has been retained to file an application for 421-a partial tax exemption benefits on behalf of the Sponsor. Said application was submitted in July 2006 and was issued a 421-a number TEO6701.

For the purposes of this letter, we hereby adopt the opinion of Mr. Mishkoff and have attached a copy of his letter as an exhibit. We consent to the use of this letter in the Offering Plan.

This is an opinion and no warranty or guarantee by our firm that HPD, the New York City Department of Finance or any other government agency will approve sponsor's application or that the benefits, if approved, will reach the levels estimated by Mishkoff Associates. Moreover, this is no opinion and no warranty by our firm that the Sponsor will file the applications in a timely manner as set forth in the Mishkoff Opinion Letter. In no event will our firm be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or HPD rulings on which we have relied which cause the owners of Units not to be entitled to the tax benefits described herein. Moreover, the New York City regulations and policies, written or otherwise, may change and thereby affect, in whole or in part, the views stated in the Mishkoff Opinion Letter.

Very truly yours,

Steven Wekselblatt, Esq.

*MISHKOFF ASSOCIATES, LLC*
*38-08 Bell Boulevard*
*Bayside, N.Y. 11361*
*(718) 281-4972 FAX: (718) 281-4975*

May 1, 2007

Citywide Capital LLC
378 Seventh Avenue
Brooklyn, New York 11215

**Re: Section 421-a Partial Tax Exemption**
**255 First Street, Brooklyn**
**Block 964 Lots 14 & 70**

Gentlemen:

We have been requested to present our opinion as to the eligibility of the above referenced property to receive partial real estate tax exemption benefits pursuant to Section 421-a of the Real Property Tax Law, Section 11-245 of the New York City Administrative Code and the Rules and Regulations governing the 421-a program (collectively, "the 421-a Program") and the procedures for obtaining such benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts given to us by you or your agents.

We have been advised that the above referenced property is to be developed as a residential condominium and is expected to contain a total of 32 residential units, and no community facility or commercial space ("the Project"). In order for a completed property to be eligible for partial real estate tax exemption benefits pursuant to the 421-a program, the following major requirements will have to be satisfied:

1. The property must consist of a new multiple dwelling containing not less than three dwelling units. We have been advised that you plan to construct a multiple dwelling containing 32 residential apartments. The construction of the Project will take place pursuant to a New Building work permit issued on or about May 10, 2006. As such, this requirement is satisfied.

2. The land over which the Project is to be constructed must have been vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the operative date, i.e., thirty-six months prior to the commencement of construction.

We have been advised that construction of the Project commenced, as that term is defined in the Rules and Regulations, on or about May 16, 2006. The operative date, therefore, is May 16, 2003, within the 2002/2003 fiscal year. On the operative date, the property consisted of lots 14 and 70.

On the operative date lot 14 was a vacant lot with no structure or building thereon, as evidenced by the records of the Department of Finance indicating a zero building value for 2002/2003.

On the operative date lot 70 contained a one-story commercial building whose actual assessed value was less than 75% of the actual assessed value of the land on which the building was situated. The records of the Department of Finance bear this out, as follows:

| Lot Number | Land Assessed Value | Building Assessed Value | Total Assessed Value |
|---|---|---|---|
| 70 | $60,002 | $31,950 | $91,952 |

Therefore, on the operative date occurring in the 2002/2003 fiscal year, the property satisfied the definition of vacant and under-utilized land as stated in Section 6-02(f)(A) of the Rules and Regulations.

3. The land over which the Project is to be constructed may not be mapped as a public park or utilized for ten or more consecutive years prior to October 1, 1971 as a private park. This property was not mapped as a public or private park.

4. Section 421-a (2) (b) (iv) of the Real Property Tax Law provides that, if the project contains more than one hundred dwelling units, at least 15 percent of such units must contain at least 3.5 rooms and, in addition, at least 10 percent of such units must contain at least 4.5 rooms. As we have been advised that the Project will contain 32 dwelling units, this requirement will not apply.

5. Section 6-02(e) of the 421-a Rules and Regulations provides that, if a project contains more than twenty dwelling units, the new multiple dwelling must contain at least five dwelling units for each dwelling unit in existence immediately prior to commencement of construction. As the property previously contained no residential dwellings, this requirement will not apply.

6. The construction of the Project must commence, as that term is defined in the Rules and Regulation, no later than December 31, 2007. We have been advised that the construction of the Project commenced on or about May 16, 2006 thus satisfying this requirement.

7. Section 11-245 of the Administrative Code of the City of New York provides that 421-a tax exemption benefits shall not be available for construction commenced after November 29, 1985 if the property is located in the therein described geographic exclusion area unless certain requirements are met. The Project is not located within the geographic exclusion area.

8. The application for the Preliminary Certificate of Eligibility must be filed with HPD after the commencement of construction but prior to completion of construction. The Final Application must be completed within 90 days of the issuance of a Permanent Certificate of Occupancy or a Temporary Certificate of Occupancy covering all residential space in the building. Both the Preliminary and Final Certificates of Eligibility must be filed with the Real Property Assessment Bureau of the New York City Department of Finance. We have been advised that these requirements will be met.

9. The 421-a Rules and Regulations provides that rents of units contained within a building receiving 421-a benefits must be rent stabilized for the 421-a benefit period, unless exempt from rent regulation by reason of the cooperative or condominium status of the units. Inasmuch as the units in the Project will be owned in a condominium form of ownership, the units will be exempt from rent regulation.

10. Pursuant to Section 6-02(d)(1) of the Rules and Regulations, the Project will qualify for a fifteen-year post construction partial real estate tax exemption

With respect to incidental requirements applicable to this Project, such as the current payment of water and sewer charges and real estate taxes, the payment of HPD filing fees equal to .4% (four-tenths of one percent) of total development costs, and the availability of books and records in the event the project is selected for audit by HPD, we have assumed that these requirements will be satisfied.

If the foregoing information and assumptions are accurate and valid, and all of the requirements of the 421-a Program are met, the Project should receive a partial exemption from real estate taxation, other than assessments for local improvements, for the construction period not to exceed three years, and for fifteen years after the taxable status date immediately following the completion of construction. The real estate taxes on the Project will be partially exempted in declining percentages during the fifteen years following completion of construction, as set forth below:

| Year Following Completion of Construction | Percentage of Value Which is Exempt |
|---|---|
| 1st - 11th | 100% |
| 12th | 80% |
| 13th | 60% |
| 14th | 40% |
| 15th | 20% |
| 16th | 0% |

These percentages of exemption will be diminished to the extent that any commercial, community facility and accessory use space ("Commercial Space") exceeds twelve percent of the aggregate floor area of the Project. We have been advised that there will be no space devoted to community facility or commercial use.

Metropolitan Valuation Services, sponsor's appraiser, has estimated in a report dated April 23, 2007, that based on a taxable assessed value of $110,365 (with §421-a exemption benefits in effect) and a Class 2 tax rate of 13.252%, the post-completion real estate taxes (2008/2009 tax year) for the residential units will be $14,625.57.

The tax exemption will be apportioned to all the units in the condominium. The current policy of the Department of Finance is to apportion the exemption based on each unit's percentage of common interest. However, there is no guarantee that the Department of Finance will apportion the exemption benefits on this basis, or use some other formula or basis for the apportionment.

Please be advised, that it is likely that implementation of the Section 421-a exemption by the Department of Finance will take place a minimum of one year following commencement of the operation of the condominium. Any real estate taxes paid by a unit owner and subsequently reduced by the implementation of the Section 421-a exemption will be credited to the account of the tax lot. A unit owner may apply to receive a refund of the credit or may request that the credit be applied to future tax payments.

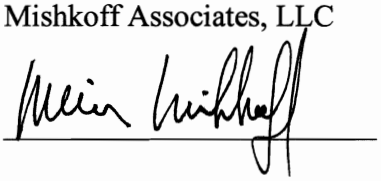
The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, and the applicable HPD regulations in effect as of the date hereof. You should be aware that the laws, regulations, practices and positions of the Buildings Department, Department of Finance and HPD upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction. We shall not be liable if, because of any change of laws and/or regulations, or any change in interpretations of such laws and/or regulations, the Project fails to obtain, in whole or in part, Section 421-a benefits.

No warranties are made herein nor are any assurances or representations given that HPD, the New York City Department of Finance or any other agency with jurisdiction will approve the Section 421-a application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the Project is entitled to, in whole or in part, Section 421-a benefits.

We consent to the use of this letter in its entirety in a condominium offering plan.

Very truly yours,

Mishkoff Associates, LLC



by: Meir Mishkoff

MM:hs

U. WORKING CAPITAL FUND

Each Purchaser under this Plan will be required to pay to the Condominium Board, at the closing of title to his or her Unit(s), an amount equal to $1,000 for each Unit purchased in order to establish the initial Working Capital Fund.

No Reserve Fund is being established for the Condominium. Sponsor has elected not to provide for a reserve fund to be used for capital replacements or repairs. The Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to create a Reserve Fund by special assessment or by increases in Common Charges.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board, in its sole discretion. However, while Sponsor controls the Board, the Working Capital Fund will not be used to reduce estimated Common Charges, and in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

No representation is made that the Working Capital Fund, together with the Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or to impose special assessments on Unit Owners.

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

## V. MANAGEMENT AGREEMENT AND CONTRACTS

The Condominium Board will enter into a management agreement with Inquire Management Corporation, having an address at 1716 Coney Island Avenue, Brooklyn, New York (the "Managing Agent") with respect to the Building at or prior to the First Closing.

The management agreement provides for a term of two (2) years commencing on the date of the First Closing and thereafter, if not otherwise terminated by the Condominium Board, on a month-to-month basis at an annual fee of $21,000.00, payable in twelve (12) equal monthly installments of $1,750.

The Management Agreement shall be subject to the right of the Board to cancel at any time upon at least sixty (60) days' prior written notice. Further, subsequent to the first two years of its term, it shall be subject to the right of the Board or the Managing Agent to cancel the agreement at any time thirty (30) days' prior written notice. The Agreement provides that the Board shall reimburse the managing agent for expenses incurred and shall indemnify the agent against liability for acts properly performed by it pursuant to the Management Agreement. After the term of the management agreement has expired it will be automatically renewed from month to month unless terminated by either the Board or the Managing Agent on thirty (30) days' prior written notice. The Management Agreement may not be assigned.

The duties and services to be rendered by the Managing Agent including, among others:
(1) billing and collecting Common Charges payable by Unit Owners;
(2) causing the Common Elements to be operated, maintained, repaired and altered, as it shall deem necessary or advisable, except that the approval of the Board shall be necessary for any expenditure of over $5,000 for any one item of repair or alterations (other than emergency repairs);
(3) contracting for necessary services;
(4) purchasing all necessary supplies;
(5) checking all bills received in connection with the operation of the Condominium and causing all such bills and other expenses to be paid;
(6) supervising, hiring and discharging employees, which duty may be delegated by the Managing Agent to one or more persons in its general employ;
(7) tendering monthly statements of receipts and disbursements to the Board;
(8) maintaining payroll records and filing withholding tax statements for employees;
(9) maintaining accurate sets of books for the Board (other than books of account maintained by the Board's accountants);
(10) preparing and submitting annually to the Board an operating budget of the anticipated income and expenses for the ensuing year for the Condominium
(11) generally, attending to the various needs and comforts of Unit Owners.

The annual certified financial statement with respect to the Condominium will be prepared by an independent certified public accountant engaged by the Board, at the expense of the Unit Owners.

W. IDENTITY OF PARTIES

Sponsor

The Sponsor is 261 1st Condo Associates LLC, a New York Limited Liability Company, with an office at 378 Seventh Avenue, Brooklyn, New York.

The members of the Sponsor are Citywide LLC and A.D. Capital LLC. The managing member of Citywide LLC is Leon Goldstein and the managing member of A.D. Capital LLC is Steven Sharabi. Neither Sponsor nor its principals have had any convictions, injunctions or judgments that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Leon Goldstein has previously been involved in offering condominiums in New York State as a principal in the last five years in the following condominium plans: 135 Berkeley Place (Not Yet Closed) and 502 1st Place (Not Yet Closed). Steven Sharabi has been involved in the following condominium offering plans as a principal in the last five years: 932 President Street (Closed: January 2007) and 1733 E 14th Street (Not yet closed).

2. Attorneys for Sponsor

Sponsor has retained the law firm of Raphael and Marks, having an office at 315 Park Avenue South, New York, NY 10010, to represent it in connection with the Plan. Ellen Marks, Esq. a partner in Raphael and Marks has been involved in the preparation of the Plan, the Declaration, the By-Laws and the forms of Purchase Agreement, Unit Deed and Unit Power of Attorney and have also rendered opinions with respect to the possible availability of income tax deductions to purchasers of Units and the allocation of Common Interests.

Raphael and Marks will serve as Escrow Agent under the Purchase Agreements and will represent Sponsor in connection with Unit closings. Ellen Marks, Esq. and Stephen Raphael, Esq. will be the sole signatories on the escrow account.

3. Selling Agent

The Selling Agent is the Sponsor. The Selling Agent has never had any felony convictions , prior convictions, injunctions and/or judgments against it that may be material to the Plan or an offering of securities generally, that occurred at any time prior to the submission of this Plan.

4. Sponsor's Condominium Expert

Tim Betancourt, a principal of Betancourt Associates, Seventh Avenue, Brooklyn, New York estimated all amounts of income and expenses in Schedule A, "Projected Budget for First Year of Condominium Operation," in consultation with Sponsor. Mr. Betancourt, who provided the certifications with respect to the budget, has over 20 years of experience in building management and has been involved in management and/or sales of over 50 properties. The budget expert has no

financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

5. Managing Agent

Esquire Management Corporation, 1716 Coney Island Avenue, Brooklyn, NY, has managed many properties in Brooklyn.

6. Architect

The architect who prepared the report in this Plan for the Building is Steven Kratchman, Architect, PC, 36 W 38th Street, New York, NY. He does not have any financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for his respective fees for services rendered in connection with the same.

X. REPORTS TO UNIT OWNERS

It is the obligation of the Board to give all Unit Owners a report annually regarding the following:

A financial statement of the Condominium prepared by a certified public accountant or public accountant, within 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Board;

A copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Board. While Sponsor is in control of the Board, such budget shall be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

Prior notice of the annual unit owners' meeting.

Y. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of six years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Board at the time of the First Closing.

The Declaration and the By-Laws will be recorded in the City Register's Office prior to or concurrently with the First Closing, and a copy thereof will be furnished to the Board at such time.

## Z. GENERAL

There are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

The Property has not been the subject of any prior cooperative or condominium offerings. No contracts or agreements have been entered into and no deposits or advances of funds have been accepted from prospective Purchasers. All units in the plan are vacant.

Sponsor and the Selling Agent each hereby represent that it will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Purchase Agreement, form of Unit Deed, form of Unit Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

No party other than any Purchaser shall have any right or benefit herein or herefrom, including, without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor's obligations hereunder and no party other than any Purchaser shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and/or prospective Purchasers under the Plan. However, no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser thereunder. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material change that adversely affects any Purchasers, Sponsor shall grant such Purchasers a right to rescind their Purchase Agreements by written notice to Sponsor given within fifteen (15) days after the date of presentation of such amendment. Sponsor shall direct the Escrow Agent to return the Downpayments of any Purchasers who duly rescind their Purchase Agreements.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

## AA. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property and Specifications set forth as Exhibit 5 in Part II of the Plan, and represents that it has no knowledge of any material defects or need for major repairs to the Property except as set forth in such Description of Property and Specifications or as contemplated to be made as described therein. As more fully described in "The Property" in Section A, above, Sponsor anticipates that the first closing of a Unit will occur on or about January 1, 2008. Sponsor shall obtain a Temporary Certificate of Occupancy prior to the First Closing.

All notices of building code violations or other violations of law which have been received with respect to the Property will be cured prior to the First Closing, or an escrow will be established to secure the same.

Sponsor represents that there is no asbestos in the Building, which is newly constructed. Sponsor will supply carbon monoxide detectors for each unit prior to closing.

**THIS PAGE INTENTIONALLY LEFT BLANK**

# PART II

EXHIBIT 1

PURCHASE AGREEMENT

Purchaser

261 1st Condo Associates LLC, Seller

For Unit _____

255 1st Street Condominium

Brooklyn, New York, 11215

**THIS PAGE INTENTIONALLY LEFT BLANK**

PURCHASE AGREEMENT

Unit No.____
255 1st Street Condominium
255 1st Street
Brooklyn, New York

AGREEMENT between, 261 1st Condominium Associates LLC having an office at 303 13th Street, Brooklyn, NY ("Sponsor"), and having an address at _____ ("Purchaser").

1. Definitions.

Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for 255 1st Street Condominium (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit.

Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No.___ at the Condominium (as designated in the Declaration), together with the undivided ____% interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") is $ , payable as follows:

a) $ (the " Downpayment"), on the signing of this Agreement, receipt of which (subject to collection) is hereby acknowledged, and

b) $ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Downpayment shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Raphael and Marks, as escrow agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank check, made payable to the direct order of 261 1st Condo Associates LLC (or such other party as Sponsor directs to Purchaser, in writing, at least three days prior to the date of closing of title). If any check is returned for insufficient funds or for any other reason, such return shall be deemed to

be a default by Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 12 hereof.

4. Down payment.

4.1 The Down payment shall be deposited within five (5) business days after this Agreement is countersigned by or on behalf of Sponsor and returned to Purchaser into a segregated special interest-bearing escrow account at Bank of America, 345 Park Avenue South, New York, New York (the "Depository") entitled "255 1st Street Condominium Escrow Account". The Down payment shall be held in trust in such account in conformity with Sections 352-e(2)(b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto until such funds may be withdrawn in accordance with such laws and regulations and the terms of this Agreement and the Plan. While the same are being so held, such funds shall not be commingled with any other funds of Sponsor (except, at Sponsor's sole election, funds deposited by other purchasers under the Plan). The account will be interest-bearing and, unless Purchaser defaults, interest will be credited to Purchaser at the closing. The interest rate to be earned will be the prevailing rate for these accounts, which currently is approximately 1 % per annum. Interest will begin to accrue within five business days after tender of the Down payment. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to escrow agent a completed and signed Form W-9 or the Down payment will be deposited in a non-interest-bearing escrow account at Bank of America.

4.2 The Down payment shall be held in the escrow account identified in Section 4.1 above until Raphael and Marks ("escrow agent") is otherwise directed in (a) a writing signed by both Sponsor and Purchaser; or (b) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or (c) a judgment or order of a court of competent jurisdiction.

4.3 If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to Sponsor until the escrow agent has given Purchaser written notice of not fewer than ten business days. Thereafter, the funds may be paid to Sponsor unless 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.

4.4 Sponsor will 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.

4.5 Purchaser or the escrow agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the escrowed funds and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached as Exhibit 6 of Part II of the Plan. The party applying for a determination must send all other parties a copy of the application. Pending the determination of

the Attorney General to grant or deny the application, Sponsor, Purchaser and the escrow agent shall abide by any interim directive issued by the Attorney General.

4.6 Sponsor and Purchaser hereby jointly direct the escrow agent as follows:

a) if title to the Unit is transferred to Purchaser, the Down payment shall be paid to Sponsor, and any interest earned on the Down payment shall be paid to Purchaser; or

b) if Purchaser becomes entitled to cancel this Agreement in accordance with the terms of this Agreement or the Plan, and actually cancels this Agreement as so provided, the Down payment and any interest earned on the Down payment shall be refunded in full.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Raphael and Marks, 315 Park Avenue South, New York, New York (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than 30 days' prior notice. Sponsor may, from time to time, adjourn such date and hour on not less than five (5) business days' notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board prepared by Sponsor and substantially in the form set forth in Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney to the Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office. After being recorded, (i) the deed shall be returned to Purchaser and (ii) the power of attorney shall be sent to the Board.

6.4 Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

7.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if. (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Philip O'Hara Associates as agent for Lawyer's Title Insurance Company of New York ( the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days' prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days' prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

b) Common Charges for the month in which title closes; and

c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8. 1 (a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in Section 6.1 of the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest earned on the Down payment, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

a) closing date; and the closing apportionments shall be made as of the originally scheduled date.

b) Purchaser shall pay Sponsor interest at the rate of eighteen (18%) percent per annum (or such lower rate per annum. which is the legal limit, if 18% per annum exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed.

c) Purchaser shall pay sponsor's counsel a fee for $1850.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments, all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the Title Company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, together with a service charge to the title company for recording each document.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to the following:

a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

b) a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.0% of the principal amount of the mortgage for mortgages of less than $500,000 and 2.125% of the principal amount of the mortgage for mortgages equal to or greater than $500,000 (further, pursuant to law, the mortgagor receives a $25 deduction and the mortgagee pays .25 %, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

c) to Sponsor, a sum equal to the amount of the partial mortgage tax credit provided by Section 339-ee (2) of the New York Condominium Act, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Building);

d) the premium for mortgage title insurance, if required by Purchaser's lender;

e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $1,850 to Raphael and Marks, Sponsor's counsel, for each Unit purchased hereunder, representing a fee for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If a Purchaser obtains financing and his or her lender is unwilling to close at the offices of Sponsor's counsel, then Purchaser will be required to pay Sponsor's counsel a travel fee of $750 if the closing is held elsewhere in Manhattan or $1000 if the closing is held in another borough. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above), then Purchaser shall pay to Sponsor's counsel an additional fee of $750 for each Unit purchased hereunder for each rescheduled closing to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments.

9.5 Purchaser shall pay to the Condominium Board the sum of $1,000 for each Unit purchased hereunder as part of its initial Working Capital Fund.

9.6 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York.

10. Transfer Tax Returns.

At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser.

a) The following shall constitute "Events of Default" hereunder:

i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8 or 9 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor;

ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

iii) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit.

b) TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel this Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Downpayment and any interest earned on the Downpayment. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

13. Agreement Subject to Mortgage.

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages

encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective.

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Downpayment, together with interest earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit.

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return the Downpayment to Purchaser, together with interest earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property.

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Acceptance of Condition of Property.

Purchaser shall accept title (without abatement in, credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) minor detail of the Unit or the Property, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Each Residential Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to such Residential Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Residential Unit, and the fixtures and personality contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Residential Unit shall have the right to inspect such Unit prior to the Closing Date. However, the failure of Sponsor to complete "punch list" type work shall not be ground for Purchaser delaying the Closing provided that Sponsor agrees to complete such work promptly after closing. Purchaser will receive no less than (5) business days notice that the Unit is available for inspection. If Purchaser fails to inspect the Unit within said period, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (f) of the subsection entitled "Sponsor's Obligations with Respect to the Building" of the Section entitled "Rights and Obligations of Sponsor," Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property. The provisions of this Paragraph shall survive Closing.

Sponsor will not be obligated to correct, and will not be liable to any Board or Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

18. Damage to the Unit.

If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

18.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor, provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not

have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

18.2 In the event of damage to our destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the unit Owners do not resolve to make such repairs or restoration pursuant to the By Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

19. No Representations.

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, the Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and [to be] filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title.

20. Prohibition Against Advertising

Prior to the closing of title, Purchaser agrees not to advertise or publicize the availability of the Unit for sale or lease.

21. Broker.

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than and Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than the Selling Agent on account of any acts or dealings of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title.

22. Agreement May Not Be Assigned.

This Agreement, or any interest of Purchaser herein', may not be assigned by Purchaser without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

23. Binding Effect.

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Downpayment obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Down payment to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within twenty (20) days after the date hereof, this Agreement shall be deemed to have been rejected and the Initial Down payment shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

24. Notices.

24.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney, and to Sponsor c/o Raphael and Marks, 315 Park Avenue South, New York, NY. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, the three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

24.2 Sponsor hereby designates and empowers both the Selling Agent and Sponsor's counsel (Raphael and Marks) as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without Imitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25. Joint Purchasers.

The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

26. Liability of Sponsor.

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking' shall be tolled for the length of the period during which such performance was excused.

27. Further Assurances.

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

28. Severability.

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

29. Strict Compliance.

Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

30. Governing Law.

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

31. Waiver of Jury Trial.

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

32. Entire Agreement.

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

33. Certain References.

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof' or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

34. Captions.

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

35. Successors and Assigns.

Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

36. No Oral Changes.

This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH HEREIN.

37. Agreement Subject to Loan:

This Agreement is subject to the Purchaser obtaining a loan commitment in the amount of $ at the prevailing rate of interest, for a period of 25/30 years. The Purchaser shall have thirty (30) days from the acceptance of this Agreement to obtain said loan. In the event that Purchaser notifies Seller within five days after the expiration of said 30 day period, by certified mail, of his inability to obtain said loan, this Agreement will be null and void, and Sponsor will the return the down payment with interest within 5 business days.

The Purchaser agrees to make immediate and diligent application for the required mortgage loan herein, and will furnish all information, and will execute and deliver all papers and/or instruments that may be required by the mortgage broker and/or lending institution and/or Federal Agency that processes and/or grants the mortgage loan therein.

In the event that Purchaser's loan commitment expires prior to closing, it is Purchaser's obligation to obtain an extension of such commitment until the closing date. In the event that the terms of the commitment change prior to closing, Purchaser shall be bound to accept those changed terms. In addition, in the event that Purchaser cannot obtain an extension of his commitment, this Agreement will be firm and he shall be obligated to close pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of ,2007.

SPONSOR:
261 1st Condominium Associates LLC
By:_____

PURCHASER:_____

Purchaser's Social Security Number :_____

PURCHASER:_____

Purchaser's Social Security Number:_____

Purchaser acknowledges receipt of Offering Plan [and amendments] on , 2007 at (A.M.)(P.M.)

Initials of Purchaser:

**SCHEDULE A TO PURCHASE AGREEMENT**
**TITLE EXCEPTIONS**

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

Any state of facts which an accurate survey of the Property would show, provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.

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

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

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

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

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

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

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

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

11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of

Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Lawyers Title Insurance Company (or such other New York title insurance company licensed to do business in the State of New York which insures the Purchaser's title to the Unit) would be willing, in a feepolicy issued by it to the Purchaser to insure the Purchaser that such encumbrance (i) will not be collected out of the Unit if it is a lien, or (2) will not be enforced against the Unit if it is not a lien.

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

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

16. The title exceptions noted in the Specimen Title Policies set forth in Part II of the Plan.

15
EXHIBIT 1A

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

*Substitute Form W-9*

# IMPORTANT TAX INFORMATION - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

*(NOTE. NonresidentAliens do not complete U?is form, complete instead Certificate of Foreign Status (EAB1482)-SubsiYtuto F-am W-8)*

Please

4) Name (if a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: 0 Individual/Sole proprietor E) Corporation [] Partnership M Other O@ ..... Address (number, street, and apt. or suite no.)

I Requester's name and address (optional)

City, state, and ZIP code

**Part I** **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2. **Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

_____/____/_____

OR

Employer identification number

____-_____

List account number(s) **here** (optional)

**Part II** **For Payees Exempt From Backup Withholding** (See the instructions on page 2.)

➢

**Part III** Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

**2. I** am not subject to backup withholding because: **(a) I** am exempt from backup withholding, or **lb) I** have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.-You** must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

**Sign Here** **Signature ►** **Date ►**

**Purpose of Form.-A** person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

**2.** Certify you are not subject to backup withholding, or

**3.** Claim exemption from backup withholding if you are an exempt payee. **Note:** If *a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to Form W-9.*

**What Is Backup** Withholding?-Persons making certain payments to you must withhold and pay to the IRS 31 % of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

**2.** The IRS tells the requester that you furnished an incorrect TIN, or

**3.** The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

**4.** You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

**5.** You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part 11 instructions and the separate **Instructions for the Requester of Form W-9.**

## Penalties

**Failure To Furnish TIN.-If** you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect. **Civil Penalty for False Information With Respect to Withholding.-If** you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal Penalty for Falsifying Information.-** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TiNs.-If** the requester discloses or uses TiNs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Give this completed form to Bank. Do NOT send to the Internal Revenue Service

EXHIBIT 2

UNIT OWNER'S POWER OF ATTORNEY

TO

255 1st Street Condominium
Brooklyn, New York 11215

RESIDENTIAL UNIT NO. _____

COUNTY: KINGS
BLOCK: 964

F/K/A LOT: 58
N/K/A LOT:

| | |
|---|---|
| Sponsor and Declarant: | 261 1st Condo Associates LLC |
| Address: | 378 Seventh Avenue<br>Brooklyn, New York 11215 |

Record and Return to:

Raphael and Marks
315 Park Avenue South, 19th Floor
New York, NY 10010

**THIS PAGE INTENTIONALLY LEFT BLANK**

UNIT OWNER'S POWER OF ATTORNEY

All terms used in this Unit Owner's Power of Attorney that are used in that certain Declaration dated as of _____, 2008 by 255 1st Street Condominium pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as 255 1st Street Condominium, 255 1st Street, Brooklyn, New York (hereinafter called the "Condominium"), which Declaration was recorded in the Kings County Office of the Register of the city of New York ) hereinafter called the Register's Office") on _____, 2007 in CRFN number (hereinafter called the "Declaration"), shall have the same meaning in this Unit Owner's Power of Attorney as in the Declaration.

The undersigned _____, residing at 255 1st Street, Brooklyn, New York, the owner of the condominium unit (hereinafter called the "Unit") known as Unit No. ___ at 255 1st Street Condominium, said Units being so designated and described in the Declaration and also designated as Tax Lot in Block 964 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Condominium certified by on _____, 2008 and filed with the Real Property Assessment Bureau of the City of New York on _____, 2008, as Condominium Plan No. ____, does/do hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Board with an address at 255 1st Street, Brooklyn, NY 11215 true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Board, or in the name of their designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents then in effect, to acquire in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners any Unit, together with its Appurtenant Interest:

i) whose owner desires to surrender the same pursuant to Section 6.2.2 of the By-Laws:

ii) that becomes the subject of a foreclosure or other similar sale; or

iii) for the use and occupancy of a superintendent or otherwise, on such terms, including, without limitation, price (with respect to subdivisions (ii) or (iii) above as said attorneys-in-fact shall deem proper.

following due authorization by the Unit Owners, acquire or lease in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, any Unit, together with its Appurtenant Interest, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, on such terms and conditions as shall be approved by a Majority of Unit Owners;

convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; and

execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: any declaration or other instrument affecting the Condominium that the Board deems necessary or appropriate to comply with any Law (including, without limitation, Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium: or following due authorization by any affected Unit Owners to the extent required in the Declaration or the By-Laws, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or the Common Elements that the Board deems necessary or appropriate.

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

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned have executed this Unit Owner's Power of Attorney as of the ____ day of _____, 2008

_____

_____

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

On the _____ day of _____ in the year 2008 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____ in the year 2008 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit 3

CONDOMINIUM UNIT DEED

TO

_____

255 1st Street Condominium
Brooklyn, New York 11215

RESIDENTIAL UNIT NO. _____

COUNTY: KINGS
BLOCK: 964

F/K/A LOT: 14/70
N/K/A LOT:

| | |
|---|---|
| Sponsor and Declarant: | 261 1st Condo Associates LLC |
| Address: | 378 Seventh Avenue<br>Brooklyn, New York 11215 |

Record and Return to:

Raphael and Marks
315 Park Avenue South, 19th Floor
New York, NY 10010

**THIS PAGE INTENTIONALLY LEFT BLANK**

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the day of , 2008, between 261 1st Condo Associates LLC "Grantor,"_____ having an address at 378 Seventh Avenue, Brooklyn, New York _____and _____ residing at _____, New York, New York, "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, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Residential Unit known as Unit No. ____ (hereinafter called "the Unit") in the building (hereinafter referred to as the "Building") referred to in the declaration of the 255 1st Street Condominium (hereinafter called the "Condominium Property"), made by the Grantor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated , 2008 , recorded in the Office of the Register of the City of New York, County of Kings, on the day of , 2008 under CRFN # _____ (hereinafter called the "Declaration"), and designated also as Tax Lot No._____ on the floor plans (hereinafter called the "Floor Plans") of the Units, certified by filed in the said Office of the Register of the City of New York, County of Kings, as Map No. .

The Land Area of the condominium Property is described In Schedule A attached hereto.:

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the condominium documents filed and recorded as aforesaid, and

TOGETHER with the appurtenant interests as described in the Declaration and By-Laws of the Condominium;

TOGETHER with an undivided percent interest appurtenant to the Unit in the common elements of the Condominium Property (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 or limited common elements now existing as a result of construction of the Building or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements, so that any such encroachments may remain, so long as the Building shall stand;

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

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

TOGETHER also with a right of way through the common Elements to the public streets;

TOGETHER with the right, if any, to the use of the limited common elements as is set forth in the Declaration and subject to the rights of other Unit Owners to use the limited common elements appurtenant to their Units, if any, as set forth in the Declaration;

TOGETHER also with the easements created by the Declaration, which are incorporated herein by reference as though fully set forth herein;

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: (1) State of facts an accurate survey would show; and (2) any other covenants, restrictions, easements, liens, agreements, documents and instruments that Sponsor may record against the Condominium Property for the construction of the improvements and the use, maintenance and operation thereof.

SUBJECT to easements in favor of adjoining Units and in favor of the common Elements and limited common elements for the continuance of all encroachments of such adjoining units or Common Elements or limited common elements on the Unit now existing as a result of construction of the building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building
or of any adjoining Unit or of the Common Elements or limited common elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common Elements so that any such encroachments may remain so long as the Building shall stand;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, utility lines, flues and other Common Elements located in the Unit or elsewhere on the Condominium Property and serving such other Units;

SUBJECT also to the terms, conditions, covenants and provisions of the Declaration and of the By-Laws 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 Office of the Register of the City of New York, County of Kings, which terms, conditions, covenants and provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

SUBJECT also to the Power of Attorney from Grantee to the Board of Managers and their successors relating, among other things, to disposition of Units acquired or leased by the Board of Managers;

SUBJECT also to the easements created by the Declaration, which are incorporated herein by reference as though fully set forth herein;

SUBJECT also to the rights reserved in the Declaration to establish, grant and create additional utility easements in, under and through the Condominium Property, to relocate existing utility easements in any portion of the Condominium Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company;

SUBJECT also to easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities;

SUBJECT also to rights of other unit owners through the Common Elements to the public streets;

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

The use for which the Unit is intended is that of residential space as permitted by the By-Laws and the Declaration.

The Grantor covenants that it has not done or suffered anything whereby said premises have been encumbered in any way, except as aforesaid.

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 improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, County of Kings.

This conveyance is made in the regular course of business actually conducted by the Grantor herein.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" however the sense of this deed so requires.

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

261 1st Condo Associates LLC, Grantor

By: _____

_____
Grantee

_____
Grantee

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

On the _____ day of _____ in the year 2008 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____ in the year 2008 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

**EXHIBIT 4**
**DESCRIPTION OF PROPERTY AND SPECIFICATIONS**

**THIS PAGE INTENTIONALLY LEFT BLANK**

STEVEN KRATCHMAN
ARCHITECT, P.C.
36 West 38th Street, 3rd Floor, New York, NY 10018 Tel: (212) 944-9204 Fax: (212) 944-9206

# ARCHITECTURAL SUMMARY OF MAJOR FEATURES

Prepared for:

**255 1st Street, Brooklyn, NY**

Prepared by:

Steven Kratchman Architect, PC
36 West 38th Street, 3rd Floor
New York, NY 10016

Date: August 2, 2007

General: The property described herein is a new twelve-story building with cellar.

A. Location and use of property:

There will be 32 Class-A residential condominiums in the project. The total number of units and their use is will be in compliance with the requirements of The New York City Zoning Resolution at the time of closing.

| | | |
|---|---|---|
| 1. | Address: | 255 1st Street, Brooklyn, New York |
| 2. | Block No.: | 964 |
| | Lot No.: | 70 |
| 3. | Zoning District: | R8A & R6B |
| | Zoning Map: | 16C |
| | Landmark Status: | None |

4. Permissible Use: Residential – Use Group 2

B. Status of Construction:

1. Construction of the building was begun August of 2006. The projected date for completion of construction is December of 2007.
2. Class of Construction: The Building will be classified as Class I-C (non-combustible) and will conform to all applicable regulations of the Building Code of The City of New York ("Building Code").

3. Certificate of Occupancy: After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York ("Department of Buildings"). The Occupancy Classification shall be J-2 Residential. The Sponsor makes no representation as to the exact time of the delivery of the Certificate of Occupancy. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the first unit closing. The Sponsor will obtain a Permanent Certificate of Occupancy within 2 years of the first unit closing.
4. The job number with the NYC Building Department is 301971711.

C. Site:

1. The total site area is 9,435.64 square feet and is a through lot. It has approximately 65 feet of frontage on First Street and 25 feet of frontage on Garfield Place.

2. The Site as developed will consist of 32 residential units in one building.

3. There are no streets owned or maintained by the property.

4. Drives, sidewalks and ramps.

i) The streets adjacent to the site are paved with asphalt topping and in good condition. New concrete sidewalks and curbs will be provided in front of the building on First street and at the rear of the building on Garfield Place and will be in compliance with the Building Code and with New York City D.O.T. requirements.

ii) There will be an outdoor parking area surfaced with asphalt at the rear of the building accessed by a curb cut from Garfield Place. This area will provide parking for 11 vehicles which will be sold separately to residential unit owners.

iii) The streets and sidewalks adjacent to the site are pitched to drain via catch basins into the New York City storm water drainage system. The parking area will be pitched to 5 storm drains which will be connected to a detention tank buried beneath the parking area. The detention tank will then drain to the New York City Storm Water Drainage System in compliance with New York City D.E.P. regulations.

iv) The street lighting adjacent to the site is provided by the City of New York. The parking area will be lit by bollard lights along the perimeter of the parking area. Wall mounted lights will be on the street side of the concrete fence on Garfield Place. There will be surface mounted lights on the underside of the building along First Street.

v) The building and street conditions will conform to local fire district and municipal codes.

D. <u>Utilities:</u>

1. Water supply and combined sewer servicing the building units will be provided by the City of New York. Water will be master metered.

2. Gas and electrical service will be provided by Consolidated Edison. Electricity will be supplied and individually metered for each residential unit. Gas will be supplied and individually

metered for each individual unit. Electricity and gas for the common areas will be separately metered and paid by the unit owners as part of the monthly common charges.

3. Telephone, internet and television services will be provided by third party vendors. It will be the purchaser's responsibility to purchase and arrange for services in their unit. Telephone lines will also be used for intercom service to each residential unit. See section P paragraph 1 for additional information.

E. Sub-soil Conditions:

1. In accordance with subsoil investigation and Boring Log the sub-grade for this building has been classified as 7-65 with bearing capacity of 3 tons per SF. The bottom of the mat foundation is 12 feet below the grade. The 3 feet thick reinforced concrete mat foundation situated above the level of the ground water. The actual pressure to the sub-grade from the building is less than 0.5 ton per SF (sufficient safety factor).

F. Landscaping & Enclosures:

1. Grass Cover: None

2. Plantings: None

3. There will 3 trees planted along First Street and one tree planted along Garfield Place. The trees as provided will be in compliance with D.O.T. and NYC Dept. of Parks regulations.

4. There will be a 6'-0" chain link fence running from the rear of the building to the property line on Garfield Place at each side of the property which will abut a 7'-0" high reinforced concrete masonry unit fence along the rear property line. There will be a 4'-0" high painted steel railing on the property line at the First Street side of the building at all residential units.

5. There will be a manually operated, key locked 2 panel painted steel sliding gate in the concrete masonry unit fence at the Garfield Avenue property line to access the rear parking area.

6. Garden Walls: None

7. Retaining Walls: None

8. Display pools and fountains: None

G. Building Size:

1. The total height of the building from the average street wall base elevation on 1st Street to the top of the main roof is 113'-6" not including the bulkhead or parapets.

2. Crawl spaces: None.

3. The building will include a cellar floor 9'-6" below the base elevation.

4. The building includes 12 supported floors. Except for areas with dropped ceilings or soffits the floor to ceiling heights are 8'-11" in residential units and 8'-5" in common corridors.

5. There is a water service/sprinkler room, electric/telephone service room, and gas meter room located at the cellar level. There is an elevator equipment room located in the bulkhead on the roof.

6. Parapet height from top of main roof to top of parapet coping is approximately and no less than 3'-6".

H. Structural System:

1. Exterior of buildings:

i) The south exterior wall of the building from floors 1 through 5 will be stucco faced masonry block with a bituminous water resistant membrane on the exterior face and R-19 fiberglass batt insulation and gypsum board sheathing on the interior face. The south exterior wall from the 6th floor to the roof, and the north, east & west walls will be brick masonry backed by steel studs with Densglass Gold sheathing on the exterior side. The interior side will be gypsum board sheathing with R-19 fiberglass batt insulation. The walls on the 1st and 2nd floor on the east and west side of the building will be pre-cast panels backed by steel studs with Densglass Gold sheathing on the exterior. The interior side will be gypsum board sheathing with R-19 fiberglass batt insulation. The entire building envelope will be insulated to meet or exceed the requirements of the NYS Energy Code.

ii) Windows: Aluminum casement, tilt & turn or fixed windows manufactured by Wincor International, double glazed with screens. All windows will be properly flashed and caulked. There will not be any lot line windows on the building.

iii) Landmarks Status: None.

2. Parapets and Copings: The roof parapets will be constructed of concrete masonry units and will have precast copings. The interior face of the parapet walls will be stucco and the outside face will be either brick or pre-cast.

3. Chimneys and Caps: There will be one chimney for the refuse chute. The flue shall be metal, encased in concrete masonry units, capped, and terminate above the roof structure as required by the Building Code of New York City. The exterior surfaces of the masonry surrounding the flue shall be finished in stucco.

4. Balconies and Terraces:

   i) Private terraces at residential units will be finished with concrete pavers over a drainage mat by Grace Construction Products. Balcony decks will be finished in concrete and pitched to drain away from the building.

   ii) Railings and balustrades for balconies will be painted steel tubing. Terrace parapets will be constructed of concrete masonry units with brick or pre-cast exterior faces and brick interior faces.

   iii) All parapets will have pre-cast concrete copings.

   iv) Doors to balconies and terraces will be aluminum and tempered thermal glass manufactured by Wincor International.

5. Exterior Entrances:

   i) The main entrance at First Street to the vestibule will be a frameless storefront system with (2) 3'-0" wide door leaves with a 3'-10" wide side light on each side with tempered thermal glass panels. The rear entrance from the parking area will be a 3'-0" wide aluminum and glass door with a keyed lock. The

cellar entrance at the rear of the building will be a hollow metal door with a keyed lock. This door will serve as a secondary means of egress from the building and will have a panic bar release from the interior.

ii) The main entrance at First Street from the vestibule to the residential lobby will be a frameless storefront system with (2) 3'-0" wide door leaves with a 3'-10" wide side light on each side with tempered thermal glass panels. The doors will have an electronic lock which can be released by a key or by remote control through the building intercom system from each residential unit.

iii) There will be one exterior poured in place concrete stair with a painted steel railing at the rear of the building going from the cellar to grade level that will serve as a secondary means of egress from the building.

iv) Railings: There will be one painted steel railing at the rear of the building surrounding the stairwell of the secondary egress stair.

v) Mail boxes will be located in the lobby and will be front loading, finished metal, and U.S. Postal Service approved.

vi) Incandescent lighting will be provided at the building exterior entrances, and rear parking area.

6. Service Entrances:

There are no dedicated service entrances to the building.

7. Roof and Roof Structures

i) Type of Roof

a) The roofing systems will be a 3 ply EPDM waterproofing membrane with ½" protection board, over tapered rigid insulation with an average R Value greater than 18, sloped toward drains (as recommended by the roofing manufacturer) on top of a 7" thick reinforced concrete slab.

b) Insulation: Insulation shall be as per roofing manufacturer's requirements with an average R value of greater than 18.

c) Surface Finish: The surface finish will be a Hanover concrete paver system applied over the roof membrane and in compliance with the roofing manufacturer's requirements.

d) The roofing system shall have a minimum guarantee of 20 years.

e) Flashing Material: There will be galvanized metal counter flashing and membrane base flashing as required. The flashing materials are to be compatible with the roofing system and in compliance with the roofing manufacturer's requirements.

ii) Drains:

a) Cast iron drains with flat type grates on all roofs and terraces. There will be cast iron yard drains in parking area and at the areaway at the rear entrance and grade level terraces at the front of the building.

b) There will be galvanized scuppers and leaders at the bulkhead. There will be galvanized scuppers at balconies with concrete masonry unit railings.

iii) Skylights:

a) The two egress stairs will be provided with 3'x7' skylights and ventilated as per the NYC Building Code.

iv) Bulkheads:

a) There will be one bulkhead containing the stairs, elevators and elevator equipment room. The bulkhead will be stucco faced concrete masonry unit walls with cast in place concrete roof system. The elevator equipment room will be insulated and climate controlled as per the elevator manufacturers requirements.

vi) Metal Work at Roof Levels

a) There will be 2 exterior metal stairs at the roof accessing the elevator machine rooms.

b) Vertical Ladders: None.

c) Hatches to Roof: None

vii) There will be an approximately 1500 sq. ft. common roof terrace. The roof terrace deck will be be finished with a Hanover concrete paver system. The system will be applied in conformance with the roof manufacturers requirements for their warranty.

8. Fire escapes:

There are no fire escapes on the building. Egress is provided by the two interior public stairs, separately enclosed by fire rated walls and in compliance with the New York City Building Code.

9. Yards & Courts:

i) There are no front or side yards on the building. The open area at the rear of the building consists of the parking area described in Section C of this report.

10. Interior Public Stairs:

i) There are two separately enclosed stairs in a single shaft. One stair serves the cellar through roof levels. The second stair serves the lobby through roof levels.

ii) Stair enclosures will be constructed of cast in place reinforced concrete and have a 2-hour fire resistance rating.

iii) The stairs will be constructed of poured in place reinforced concrete.

iv) Hand Rails: There shall be a painted steel pipe handrail in each stair in conformance to the NYC Building Code.

v) Balustrade: Painted steel bars or pipe as required.

11. Interior Doors and Frames

i) Apartment Entrance Doors and Frames: All doors and frames shall be 1½ hour fire-rated hollow-metal with closers and meet the NYC Building Code requirements. All doors shall be 3'-0" W x 7'-6" HT. All doors and frames within apartments to be wood with hollow metal frames and 7'-6" high with the width ranging from 2'-0" to 2'-10."

ii) Corridor doors and frames: None

iii) Stair Doors and Frames: All doors and frames shall be 1½ hour fire-rated hollow-metal with closers and shall meet the NYC Building Code requirements. All doors shall be 3'-0" W x 7'-6" HT.

iv) There will be one aluminum and tempered glass door frame at the roof level elevator lobby. All other doors at the roof level will be hollow metal doors. The door to the elevator equipment room will be a hollow metal door with a keyed lock.

12. Elevators

i) There are two passenger elevators.

ii) Car # 1 – Thyssen Krupp passenger elevator, 2100 lb. capacity. The cab interior dimension will be 6'-0" x 5'-1" clear. Car #1 will have landings on all floors from cellar to roof level and will meet all ADA requirements.

iii) Car #2 – Thyssen Krupp passenger elevator, 2100 lb. capacity. The cab interior dimension will be 6'-0" x 5'-1" clear. Car #2 will have landings on all floors from cellar to 12th floor.

iv) The type of operation will be selected collective operation. The elevators will have VVVF, microprocessor based, solid state controllers.

v) The elevators will have in the overhead #53 Hollister Whitney overhead traction geared machine. The machines will include a D.C. brake.

vi) The elevator doors will be single speed, side open doors.

vi) The elevators will use 20 HP, 208 volt, 3 phase A/C motors.

viii) The manufacturer of the elevators components will be Thyssen Krupp.

13. Elevator Cabs

i) Elevator cabs will be produced by Thyssen Krupp. The floor material will be stone to match the floor finish in the elevator lobby.

ii) The walls will be finished in a standard laminate finish from the elevator manufacturer. The ceiling for elevator cabs will be aluminum panels with 4(four) recessed light fixtures.

I. Auxiliary Facilities

1. Laundry Room: None

i) Washer/dryers electrical, and water connection hook-ups will be provided within each unit.

2. Refuse Disposal

i) Incinerators: None.

ii) Refuse Chutes: One metal 24" diameter chute will be accessible from inside a refuse room on each floor.

iii) Compactors: One compactor, which will be located in the refuse room on the Cellar Level.

iv) Storage Location: The refuse will be stored in the Refuse Room located at the Cellar Level and is transferred to street level through the elevator by building personnel. Recycling of designated materials will be mandatory. Recyclables will be stored in the refuse room on each floor.

iv) Bags and recyclables from the residential refuse rooms shall be transported to street level by the building superintendent, and then removed by the New York City Department of Sanitation.

3. Storage Spaces

i) There will be 35 lockable storage spaces in the cellar level which will be sold separately. The spaces will vary in size. The walls will be constructed of concrete masonry units or cast in place concrete and the floors and ceiling will be cast in place concrete. Each space will have 1 hollow metal door with a key lock. Spaces will be lit with ceiling mounted fluorescent strips. Exact sizes of each storage space will be specified in the unit descriptions.

J. Plumbing and Drainage

1. Water Supply: Building is connected to 12" street water main which belongs to the City of New York and is under the DEP jurisdiction. The building has 6" combined water service which split into 4" Fire Protection and 3" Domestic water supply. The domestic water supply line has DEP approved backflow preventer, Double Check Valve 3" Wilkins 550. Domestic water supply system has Duplex Packaged Booster Pump, Federal, 40GPM, 185 Ft head each, 308 V, 132 Gallons Cushion Tank. For hot water domestic water supply: electrical hater heaters in each apartment.

2. Fire Protection System: The building has automatic sprinklers system connected to the City Water Supply through DEP approved backflow preventers ( 6"Double Check Valve by Wilkins 550). Sprinklers system has Fire Pump (500GPM@70PSI, by Peterson, 208V, 30HP with pre-wired factory controller)

i) Standpipe for this building is combined with Sprinkler's Riser.

ii) Hose racks, hoses, and nozzles: located in the first floor lobby and at the 12th floor staircase.

iii) Sprinkler Heads: Recessed Horizontal Sidewall Sprinkler Heads, Model F1/RES 5.6 K-Factor NYC MEA No 258-93E. Concealed Residential Sprinkler Head Reliable F4/RES 5.5 K-Factor NYC MEA No 258-93E

iv) Siamese connections: 3"x3"x4" Located at the building façade facing 1st Street.

3. Water Storage Tank: Building does not have Water Storage Tank.

4. The street water pressure is 50 PSI is boosted by means of booster pump to the Building Code required water pressure.

5. Sanitary Sewage System:
   i) Sewage piping; Building has new combined 8" sewer connection. Storm water collected on the roof and at backyard area is discharging to the City Sewer System through the detention tank located 10' from the north building façade. Backyard storm water is collecting by 3 yard drains which connected with detention tank by 4" XHCI pipe. From detention tank to the building storm trap is 6" XHCI pipe. Building is connected to the City Sewer by 8" XHCI pipe and 8" sanitary trap.

   ii) Sewage pumps; Building has 7 (seven) sewer injector pumps located at cellar floor.

   iii) Sewage disposal: Into the combined 15" City Sewer located 27.5' from the building line on 1st Street.

6. Permits Required:

   Permits and approvals to be delivered on closing by the developer for:

   - Plumbing, sewer, water and gas.
   - Sprinkler
   - Standpipe

- Elevator

7. Storm Drainage System:

   i) Catch Basins: 3 yard drains, connected to the detention tank by 4" pipe.

   ii) Yard & Roof Drains: 4 (four) 3" roof drains are connected to the detention tank located at the north side of the property, 10' from the north building façade.

K. Heating:

The heating system is capable to maintain a temperature of 70 degrees inside the habitable rooms when outdoor temperature is 5 degrees Fahrenheit and the wind velocity is fifteen MPH.

1. Gas fired Package Thermal Air Conditioning (PTAC) units are installed through walls in bedrooms and living rooms of each unit. PTAC units are manufactured by Suburban Manufacturing Company. Four different models are used depending on required capacities:

   - PTAC-1: DL3-0712-4 EA 9,840 BTU Heating Output, 7,500 BTU/h Cooling Capacity
   - PTAC-2 DL3-0912-21EA 9,840 BTU Heating Output, 9,800BTU/h Cooling Capacity
   - PTAC-3 DL3-1220-49EA 4,580 BTU Heating Output,16,000 BTU/h Cooling Capacity
   - PTAC-4 DL3-1622-29EA16,000 BTU Heating Output, 7,500 BTU/h Cooling Capacity

2. Boilers and description; No boilers.

3. Manufacturer of Boilers; N/A

4. Manufacturer of Burners; No burners.

5. Type of Controls; N/A

6. Radiators, Piping Insulation, Pumps, etc: N/A

7. Fuel: Natural Gas

8. Location of Oil Tank – N/A

9. Tank Capacity – N/A

L. Gas Supply: To be submitted by engineer

1. Type; Natural Gas, 3" service.

2. Meters; 33 meters (32 meters for residential units and 1 for common areas).

3. Piping; 1-1/2" piping to each apartment.

M. Air Conditioning:

The cooling system designed parameters: dry-bulb temperature is 89 degrees Fahrenheit and coincident wet bulb temperature is 73 degrees.

1. Type of system; Package Terminal Air Conditioning units as described above in Section K.

2. See above – Section K

3. Cooling towers: No cooling towers. Split system for common areas. York Model AHP24 with condenser H2RD024S06, with total air supply of 800 SFM.

4. Individual Units: Through wall A/C unit is used for the Elevator Machine Room. Friedrich Model SL36L30, 6000 BTU.

N. Ventilation:

Roof Unit Supply Unit for common area: 3000 SFM, by York , Model DM090S15R2AAJ4
The building has roof exhaust fans for kitchens, toilets, trash room and it has supply units for cellar, and corridors as follows:

GMX-1, Model GB-081-4 300 CFM
KX-1 Model CUBE-180-10 3,300 CFM
KX-2 Model CUBE-121-5 1,500 CFM
KX-3 Model CUBE-131-5 1,600 CFM

| | |
|---|---|
| KX-4 Model CUBE-161-10 | 2,400 CFM |
| TRX Model GB-091-4 | 910 CFM |
| TX-1 Model GB-101-3 | 1,250 CFM |
| TX-2 Model GB-091-4 | 750 CFM |
| TX3,4 Model GB-081-4 | 600 CFM |

O. Electrical System: To be submitted by engineer

1. Main Service; 2400 AMP (total)
2. Service to individual units; 125 Amps.
3. Compartment switch gear; None
4. Unit Service; See above.
5. Adequacy;

   i) Service; Service in according to NEC

   ii) Lighting and fixtures; Lighting and fixtures in accordance with Architectural design and NEC

   iii) Convenience outlets, appliance outlets: Style and location is as per Architectural design in compliance with NEC.

P. Telephone, Television and intercom service:

1. Telephone service will enter the building at the cellar level and feed to a main telephone/electrical room located in the cellar and then be distributed through conduits and sleeves to various areas of the building. Each residential unit will receive telephone and television service through wires running between the main telephone/electrical room in the cellar the residential unit. There will be telephone and television receptacles in all bedrooms and living rooms.

Q. Public Area Lighting

1. All lighting in public areas except the vestibule and lobby will be ceiling and/or wall mounted fixtures. Lighting for the vestibule and lobby will be recessed ceiling mounted fixtures, or lighting track fixtures.

2. Lighting in mechanical spaces and storage rooms will be fluorescent strips.

R. Garages and Parking Areas:

1. Garages; None

2. There will be a fenced parking area consisting of eleven spaces at rear of the building accessed from Garfield Place.

3. The parking area will be surfaced with asphalt.

4. The parking will be unattended. The area will be fenced and accessible through a rolling gate at the Garfield Place lot line.

5. The parking are will pitched to several surface drains which will drain into a detention tank and then out to the combined New York City Sewer pipe on First Street.

S. Swimming Pools: None

T. Recreation Facilities:

a. Approximately 1500 square feet will be provided exclusively for recreational use by the residential tenants of the Building on the roof level.

b. The deck of the recreation area will be finished with a Hanover concrete paver system surface system. The area will be accessed by one elevator and both of the interior common stairways.

c. The perimeter of the recreation area will be concrete masonry unit parapet walls of a minimum of 3'-6" in height finished in stucco on the inside face and brick veneer or pre-cast on the exterior face.

U. Inspections & Permits:

i) A building permit has been issued for the building. The job number with the New York City Building Department is 301971711.

ii) Conducted concurrently with construction with final sign-off at the issuance of the Certificate of Occupancy.

- NYC Department of Buildings
- Elevator
- Mechanical and Plumbing
- Department of Air Resources
- Compactor
- Electrical
- Fire Department

V. Violations

i) Any Building Code Violations will be corrected prior to the issuance of the Permanent Certificate of Occupancy.

W. Unit Description: See attachment for unit dimensional information.

Unit Information:

1. Kitchen appliances:

| | |
|---|---|
| Dishwasher: | GE – PDW9880JSS or equal |
| Microwave: | GE – JVM2070SH or equal |
| Range (Gas): | GE – JGSP48SHSS or equal |
| Refrigerator: | GE – PS123SCRSV or equal |
| Kitchen Sink: | Sterling Pro Stainless Steel Sink & Kohler K15162 CP Coralais sink faucet or equal |

2. Bathroom appliances:

| | |
|---|---|
| Lavatory sink: | Kohler Ladena under counter lavatory sink white 2215-0 or equal |
| Toilet: | Kohler Santa Rosa white model 3323-0 or equal |
| Tub: | Kohler Villager bathtub white cast iron model 716-0 or 715-0 or equal |

3. Laundry:

| | |
|---|---|
| Washer: | Bosch WFL2090UC (White) or equal |
| Dryer: | Bosch WTE86300US (White) or equal |
| | Units are stacked and installed with Bosch stacking kit model WTZ1180 |

All units will have similar finishes. All walls in bedrooms, living rooms, closets and utility rooms will be finished in painted gypsum board. Walls in bathrooms and kitchens will be finished in stone or ceramic tile and painted gypsum board. All floors in bedrooms, living rooms and closets will be finished with hardwood flooring with plywood subfloors over the concrete slab. Utility room floors will be VCT tile over concrete. Kitchen and bathroom floors will be finished in stone or concrete tile. Ceilings will be painted concrete in living rooms, bedrooms and utility rooms. Ceiling in kitchens and bathrooms will be hung painted gypsum board.

Natural light and ventilation for all units meets or exceeds the requirements of the New York State Energy Code.

X. Finishes in non residential unit areas. See attachment.

Y. Safety and Warning Devices: Smoke and Carbon Monoxide detectors will be provided in all units in compliance with the New York City Building Code.

Z. Additional Information: See attached plans.

aa. Controlled inspections during and at the completion of construction will be performed as required by the NYC Department of Building. The inspections will be performed by CE BOSS Company Inc., 3319 Meritt Ave, Bronx, NY 10475.

bb. There is no further development planned at this property.

Seal




Signature of Architect

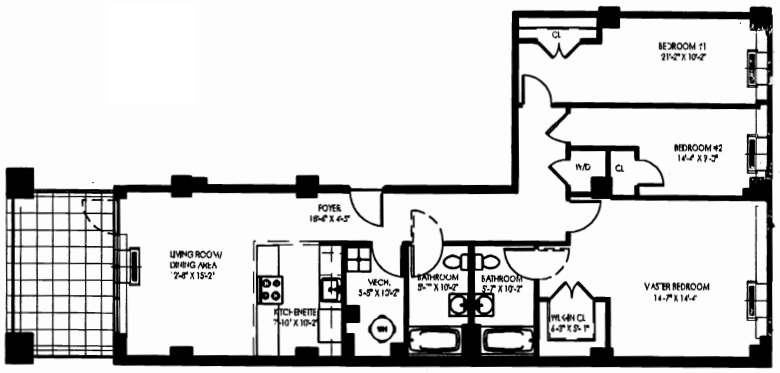
August 2, 2007

**FINISH SCHEDULE COMMON AREAS**

| ROOM NO. | ROOM NAME | FLOOR | WALL | CEILING | COMMENTS |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | ELEVATOR | STONE TILE | PLASTIC LAMINATE | HALOGEN DN LIGHTS IN STAINLESS STEL PANEL | |
| | STAIRS | PAINTED CONCRETE | PAINTED CONCRETE | PAINTED GYP. BOARD | |
| | CELLAR CORRIDOR | CONCRETE | CMU | CONCRETE | |
| | METER ROOM | CONCRETE | CMU | CONCRETE | |
| | VESTIBULE | STONE TILE | PAINTED GYP. BD. | PAINTED GYP. BOARD | |
| | ELEVATOR LOBBY | STONE TILE | WOOD PANEL AND PAINT GYP. BD. WALLS | PAINTED GYP. BOARD SUSPENDED CEILING | |
| | MECHANICAL ROOMS | CONCRETE | CMU | CONCRETE | |
| | TYPICAL CORRIDOR | CARPET | PAINTED GYP. BD. | PAINTED GYP. BOARD SUSPENDED CEILING | |

EXHIBIT 5
FLOOR PLANS

**THIS PAGE INTENTIONALLY LEFT BLANK**



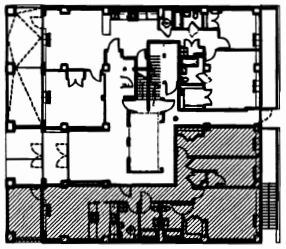

N 1 UNIT PLAN 1A
NOT TO SCALE

| AREA SUMMARY | |
|---|---|
| UNIT | 1369.62 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 158.20 S.F. |

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

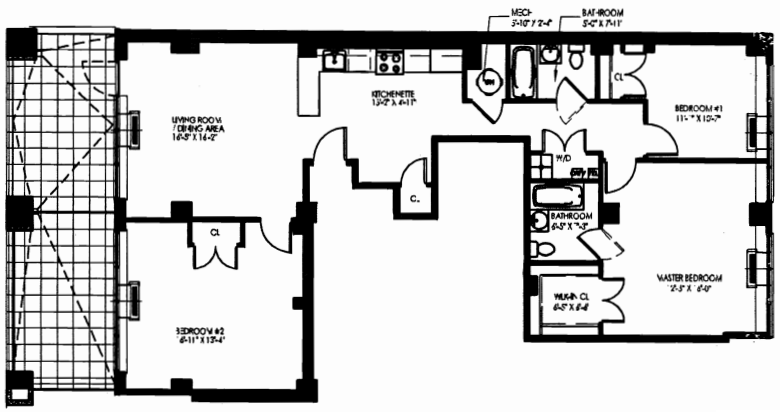
DRAWING TITLE
FIRST FLOOR
UNIT 1A

North Arrow

Drawn: T
Checked: TP
Revisions: 04
Date: 03-05-07
Scale: 1/16"=1'-0"

Project No.: SRG 2.2
Sheet No.: A-01A

| No. | Revisions/Submissions | Date |
|---|---|---|



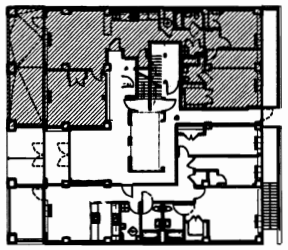

N 1 UNIT PLAN 1B
NOT TO SCALE

| AREA SUMMARY | |
|---|---|
| UNIT | 1512.22 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 330.50 S.F. |

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
FIRST FLOOR
UNIT 1B

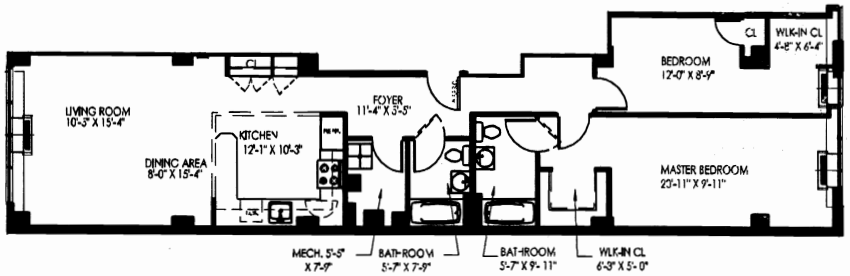
North Arrow

Drawn: T.
Checked: TP
Revisions: B.K.
Date: CH25-07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-01B

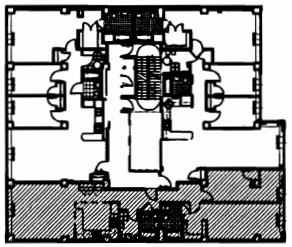
| No. | | Date |
|---|---|---|
| | | |

| AREA SUMMARY | |
|---|---|
| UNIT | 1311.42 S.F. |
| LIMITED COMMON ELEMENT | - |




N 1 UNIT PLAN 2A
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarch@act.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
SECOND FLOOR
UNIT 2A

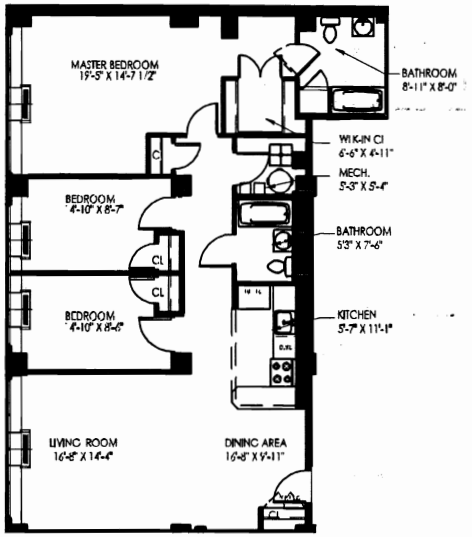
North Arrow

Drawn: KT
Checked: SK
Reviewed: SK
Date: 10-05-07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-02A

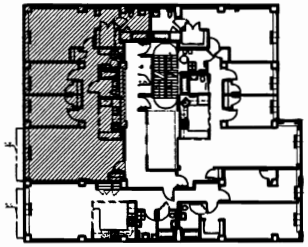
| No. | REVISIONS SUBMISSIONS | Date |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| AREA SUMMARY | |
|---|---|
| UNIT | 1442.09 S.F. |
| LIMITED COMMON ELEMENT | - |




N 1 UNIT PLAN 2B
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmenarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

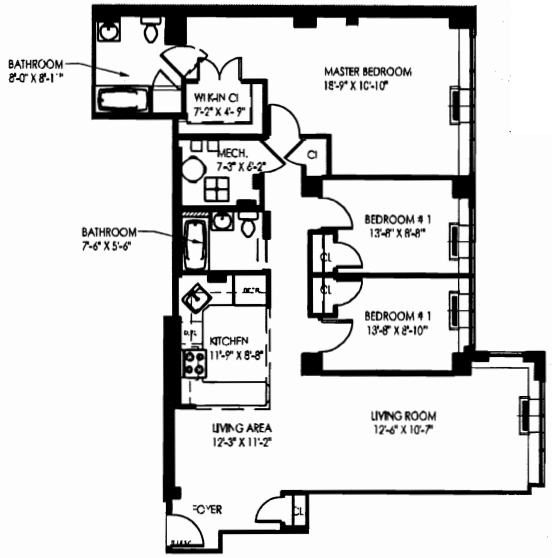
PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
SECOND FLOOR
UNIT 2B

North Arrow

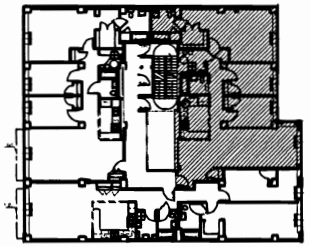
Drawn: KT
Checked: SK
Reviewed: SK
Date: 05-05-07
Scale: 1/16"=1'-0"
Project No. SRG 2.2
Sheet No. A-02B

| AREA SUMMARY | |
|---|---|
| UNIT | 1476.44 S.F. |
| LIMITED COMMON ELEMENT | - |




N 1 UNIT PLAN 2C
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

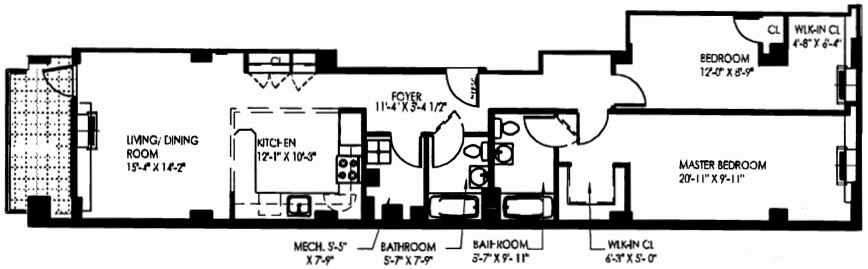
DRAWING TITLE
SECOND FLOOR
UNIT 2C

North Arrow

Drawn: ST
Checked: SK
Reviewed: SK
Date: 02-09-07
Scale: 1/16"=1'-0"

Project No.: SRG 2.2
Sheet No.: A-02C

| No. | REVISIONS SUBMISSIONS | Date |
|---|---|---|



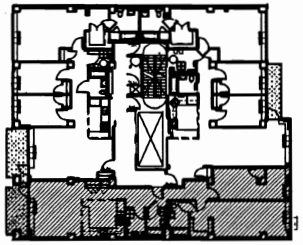

N 1 UNIT PLAN 3A
NOT TO SCALE

| AREA SUMMARY | |
|---|---|
| UNIT | 1237.87 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 89.20 S.F. |

LEGEND

UNIT

LIMITED COMMON ELEMENT



2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmenarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

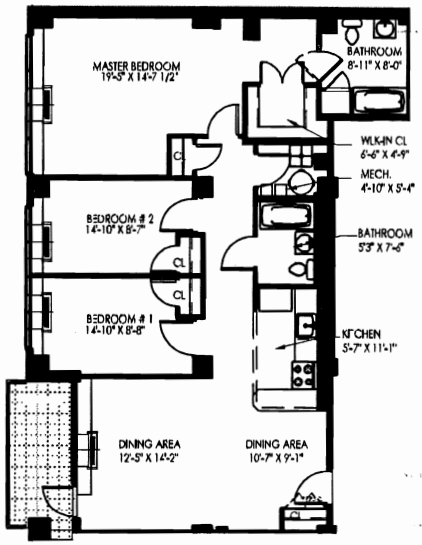
DRAWING TITLE
THIRD FLOOR
UNIT 3A

North Arrow

Drawn KT
Checked SK
Date 10/26/07
Scale 1/16"=1'-0"

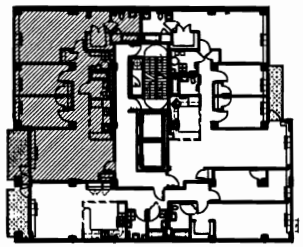
Project No. SRG 2.2
Sheet No. A-03A

| AREA SUMMARY | |
|---|---|
| UNIT | 1387.35 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 87.13 S.F. |




N 1 UNIT PLAN 3B
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9208
email: stevenk@kratchmanarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
THIRD FLOOR
UNIT 3B

North Arrow

Drawn BT
Checked SK
Number 3
Date 6/16/2007
Scale 1/16"=1'-0"

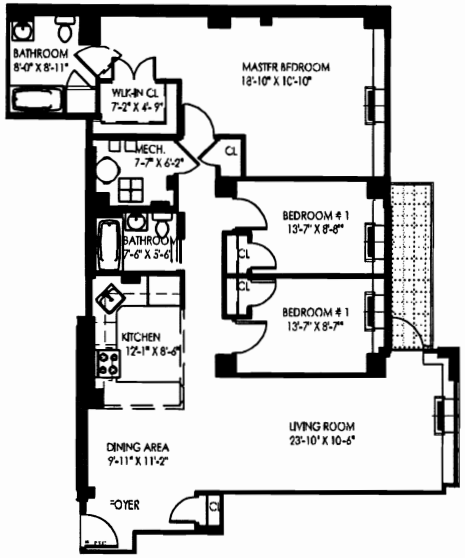
Project No. SRG 2.2
Sheet No. A-03B

| AREA SUMMARY | |
|---|---|
| UNIT | 1481.01 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 58.76 S.F. |

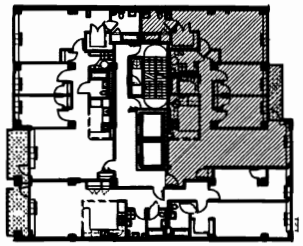
LEGEND

UNIT

LIMITED COMMON ELEMENT




N 1 UNIT PLAN 3C
NOT TO SCALE



2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE

255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE

THIRD FLOOR
UNIT 3C

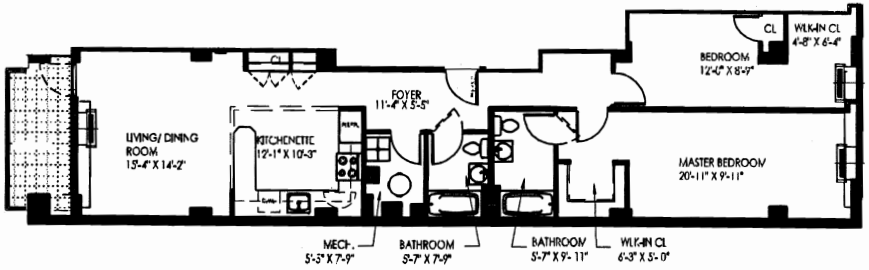
North Arrow

Drawn: NT
Checked: TP
Keyboard: SK
Date: 12/04/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-03C

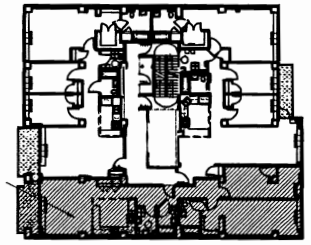
| No. | Revisions & Issues | Date |
|---|---|---|

| AREA SUMMARY | |
|---|---|
| UNIT | 1237.87 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 89.20 S.F. |




N 1 UNIT PLAN 4A
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: steven@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
FOURTH FLOOR
UNIT 4A

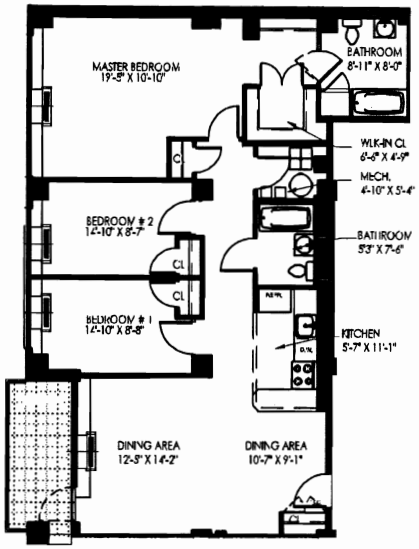
North Arrow

Drawn: RT
Checked: SK
Revised:
Date: 05-03-07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-04A

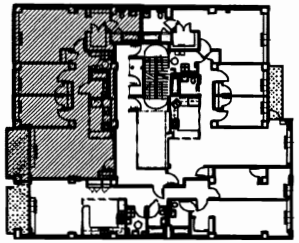
| No. | REVISIONS SUBMISSIONS | Date |
|---|---|---|

| AREA SUMMARY | |
|---|---|
| UNIT | 1387.35 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 87.13 S.F. |




N 1 UNIT PLAN 4B
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

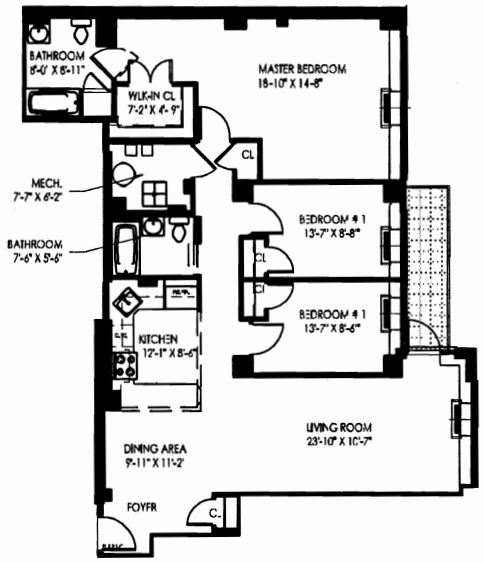
DRAWING TITLE
FOURTH FLOOR
UNIT 4B

North Arrow

Drawn BT
Checked JP
Northing/Y SK
Date 04/24/07
Scale 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-04B

| No. | Revisions & Issues | Date |
|---|---|---|



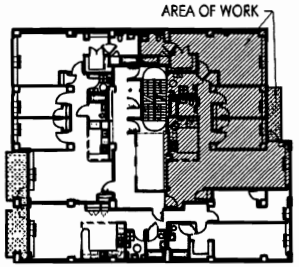

N 1 UNIT PLAN 4C
NOT TO SCALE

| AREA SUMMARY | |
|---|---|
| UNIT | 1481.01 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 58.76 S.F. |

LEGEND

UNIT

LIMITED COMMON ELEMENT




N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

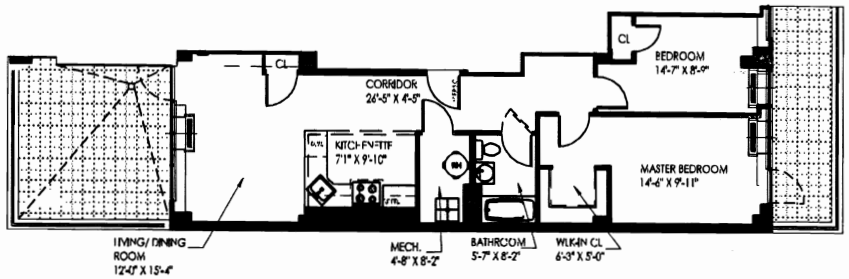
DRAWING TITLE
FOURTH FLOOR
UNIT 4C

North Arrow

Drawn: RT
Checked: LP
Reviewed: SK
Date: 10/26/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-04C

| No. | Revisions | Date |
|---|---|---|



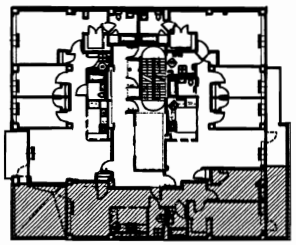

N (1) UNIT PLAN 5A
NOT TO SCALE

| AREA SUMMARY | |
|---|---|
| UNIT | 932.36 S.F. |
| LIMITED COMMON ELEMENT | 227.08 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 132.07 S.F. |

LEGEND

UNIT

LIMITED COMMON ELEMENT



N (2) KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmenarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE

255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE

FIFTH FLOOR
UNIT 5A

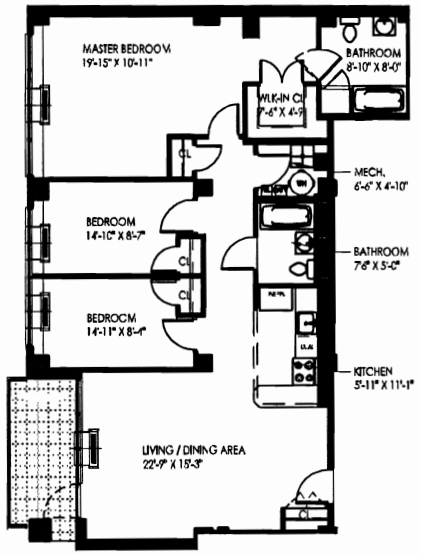
North Arrow

Drawn: RT
Checked: SK
Date: 04/04/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2

Sheet No. A-05A

| AREA SUMMARY | |
|---|---|
| UNIT | 1397.86 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 89.89 S.F. |

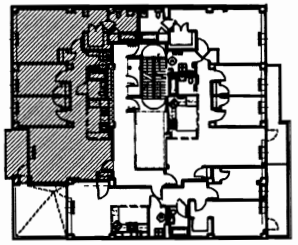



N 1 UNIT PLAN 5B
SCALE: 3/32" = 1'-0"

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
N.T.S

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE

255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE

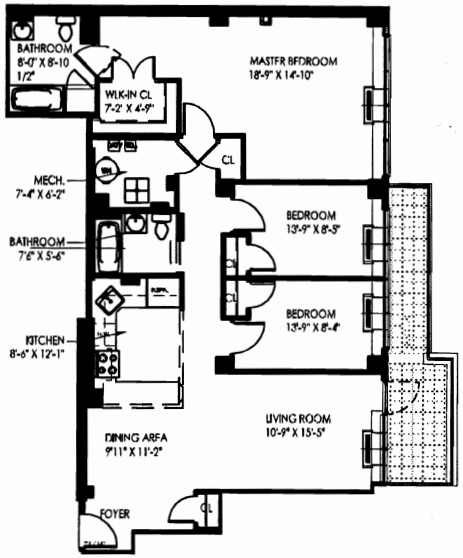
FIFTH FLOOR
UNIT 5B

North Arrow

Drawn: MT
Checked:
Date:
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-05B

| AREA SUMMARY | |
|---|---|
| UNIT | 1394.49 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 140.66 S.F. |

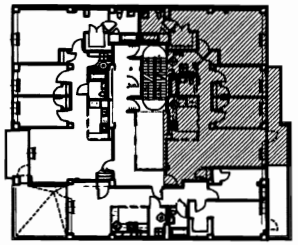



N (1) UNIT PLAN 5C
SCALE: 3/32" = 1'-0"

LEGEND

UNIT

LIMITED COMMON ELEMENT



N (2) KEYPLAN
N.T.S.

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9205
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

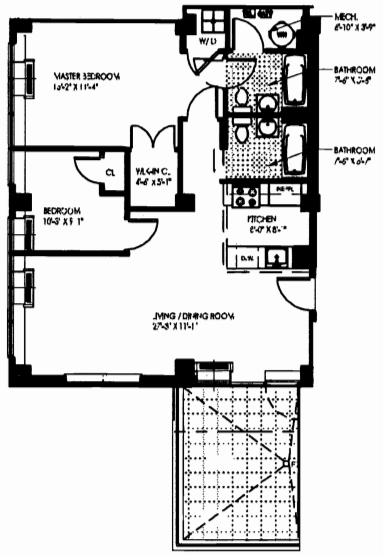
DRAWING TITLE
FIFTH FLOOR
UNIT 5C

North Arrow

Drawn: KT
Checked: HP
Reviewed: SK
Date: 6/26/07
Scale: 1/16"=1'-0"

Project No.: SRG 2.2
Sheet No.: A-05C

| AREA SUMMARY | |
|---|---|
| UNIT | 965.93 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 174.07 S.F. |

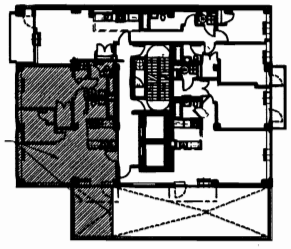



N 1 UNIT PLAN 6A
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT




N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

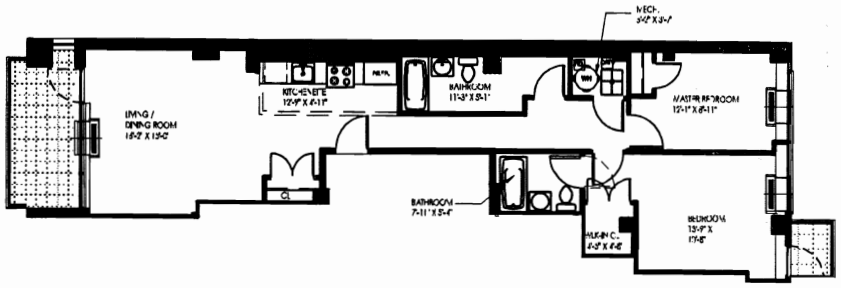
DRAWING TITLE
SIXTH FLOOR
UNIT 6A

North Arrow

Drawn: MT
Checked: TP
Keyboard: BK
Date: 6/24/07
Scale: 1/16"=1'-0"

Project No.: SRG 2.2
Sheet No.: A-06A

| AREA SUMMARY | |
|---|---|
| UNIT | 1055.83 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 99.77 S.F. / 20.99 S.F. |

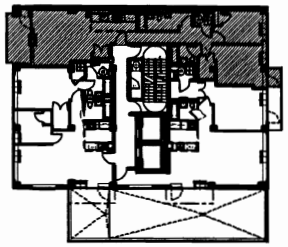



N 1 UNIT PLAN 6B
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

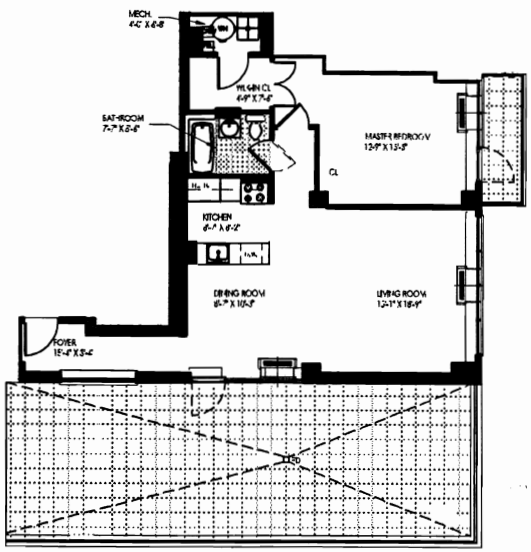
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

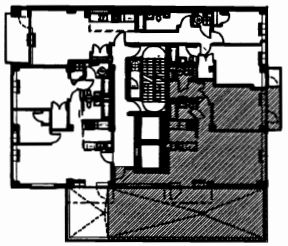
| ARCHITECT | PROJECT TITLE | DRAWING TITLE | North Arrow | |
|---|---|---|---|---|
| STEVEN KRATCHMAN ARCHITECT, P.C.<br>36 West 36th Street New York, N.Y. 10018<br>Tel: 212-944-9204 Fax: 212-944-9206<br>email: stevenk@kratchmanarchitect.com<br>Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved. | 255 FIRST STREET<br>BROOKLYN, NY 11215-1901 | SIXTH FLOOR<br>UNIT 6B | | Drawn RT; Checked JP; Reviewed SK; Date 6/26/07; Scale 1/16"=1'-0"; Project No. SRG 2.2; Sheet No. A-06B |

| AREA SUMMARY | |
|---|---|
| UNIT | 946.94 S.F. |
| LIMITED COMMON S.F.(TERR) ELEMENT | 47.74 S.F. (BALC)/ 651.12 |




N 1 UNIT PLAN 6C
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9264 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

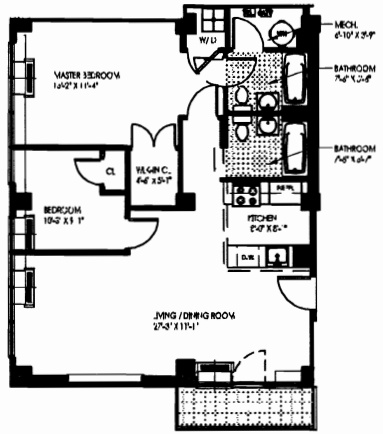
DRAWING TITLE
SIXTH FLOOR
UNIT 6C

North Arrow

Drawn: KT
Checked: SK
Date: 11/01/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-06C

| AREA SUMMARY | |
|---|---|
| UNIT | 965.93 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 51.63 S.F. |

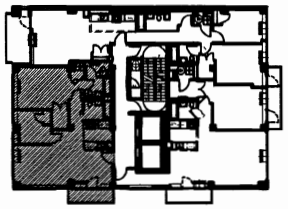



N (1) UNIT PLAN 7A
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N (2) KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

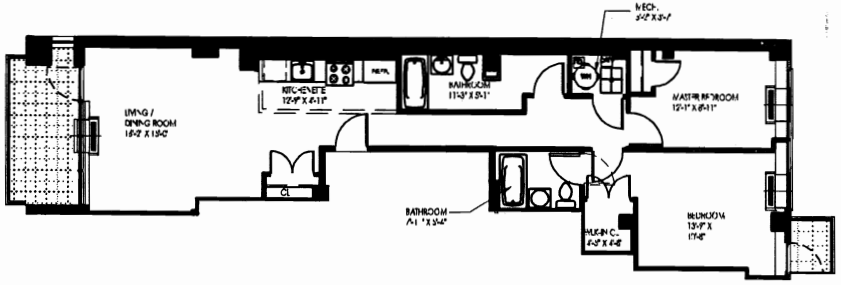
DRAWING TITLE
SEVENTH FLOOR UNIT 7A

North Arrow

Drawn: HT
Checked: SK
Reviewed: SK
Date: 5/25/07
Scale: 1/16"=1'-0"

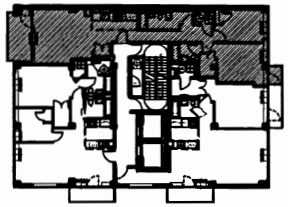
Project No. SRG 2.2
Sheet No. A-07A

| AREA SUMMARY | |
|---|---|
| UNIT | 1055.83 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 99.77 S.F. / 20.99 S.F. |




N 1 UNIT PLAN 7B
SCALE: 3/32" = 1'-0"

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



N 2 KEYPLAN
N.T.S

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

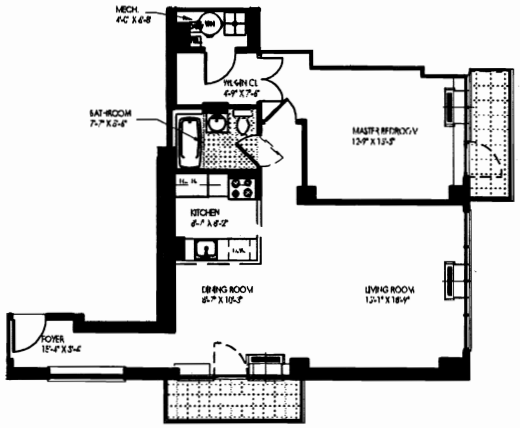
DRAWING TITLE
SEVENTH FLOOR UNIT 7B

North Arrow

Drawn: HT
Checked: SK
Approved: SK
Date: 5/4/2007
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-07B

| AREA SUMMARY | |
|---|---|
| UNIT | 946.94 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 47.74 S.F. / 50.96 S.F. |

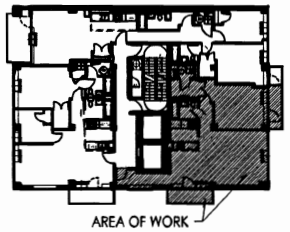



N 1 UNIT PLAN 7C
SCALE: 3/32" = 1'-0"

LEGEND

UNIT

LIMITED COMMON ELEMENT




N 2 KEYPLAN
N.T.S

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE

255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE

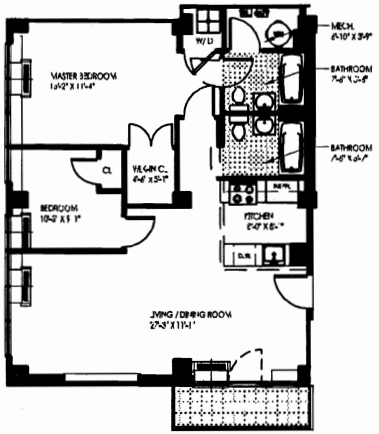
SEVENTH FLOOR UNIT 7C

North Arrow

Drawn: RT
Checked: SK
Keyboard:
Date:
Scale: 1/16"=1'-0"

Project No.: SRG 2.2
Sheet No.: A-07C

| AREA SUMMARY | |
|---|---|
| UNIT | 965.93 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 51.63 S.F. |

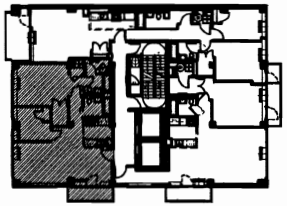



N (1) UNIT PLAN 8A
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N (2) KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

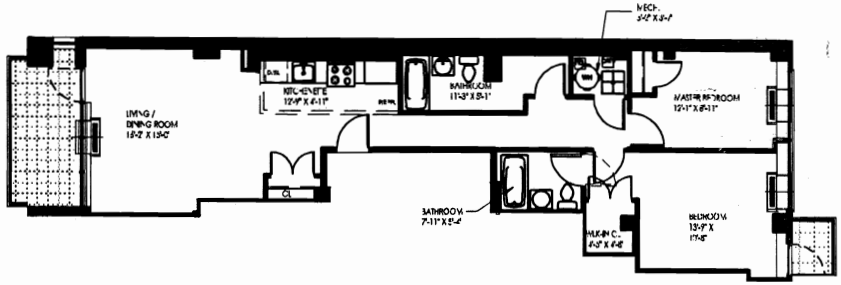
DRAWING TITLE
EIGHTH FLOOR
UNIT 8A

North Arrow

Drawn: MT
Checked: JP
Keyboard: BL
Date: 10/26/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-08A

| AREA SUMMARY | |
|---|---|
| UNIT | 1055.83 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 99.77 S.F. / 20.99 S.F. |

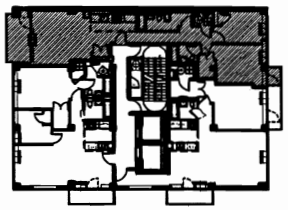



N 1 UNIT PLAN 8B
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

ARCHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE

255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE

EIGHTH FLOOR
UNIT 8B

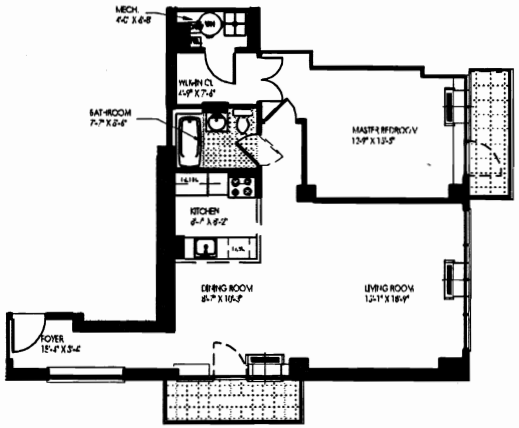
North Arrow

Drawn: KT
Checked: SK
Plotted: 1/16"=1'-0"
Date: 6/4/2007
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Work No.

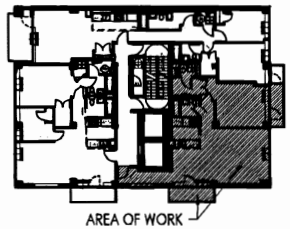
A-08B

| AREA SUMMARY | |
|---|---|
| UNIT | 946.94 S.F. |
| LIMITED COMMON ELEMENT BALC) | 47.74 S.F. / 50.96 S.F. |




N 1 UNIT PLAN 8C
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |




N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

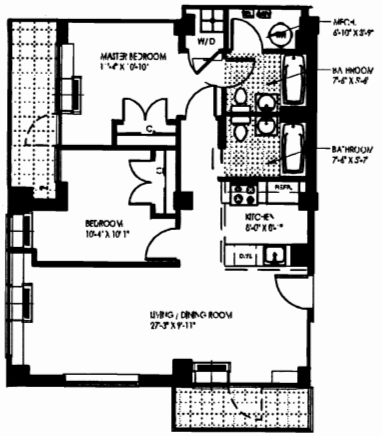
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

| ARCHITECT | PROJECT TITLE | DRAWING TITLE | North Arrow | |
|---|---|---|---|---|
| STEVEN KRATCHMAN ARCHITECT, P.C.<br>36 West 36th Street New York, N.Y. 10018<br>Tel: 212-944-9204 Fax: 212-944-9206<br>email: stevenk@kratchmanarch@aol.com<br>Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved. | 255 FIRST STREET<br>BROOKLYN, NY 11215-1901 | EIGHTH FLOOR UNIT 8C | | Drawn: RT<br>Checked: SP<br>Hardcard: SK<br>Date: 6/4/2007<br>Scale: 1/16"=1'-0"<br>Project No.: SRG 2.2<br>Sheet No.: A-08C |

| AREA SUMMARY | |
|---|---|
| UNIT | 894.70 S.F. |
| LIMITED COMM ELEMENT (TERR) | 70.26 S.F. / 51.42 S.F. |

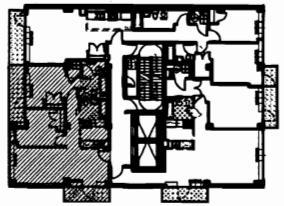



N 1 UNIT PLAN 9A
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
NINTH FLOOR
UNIT 9A

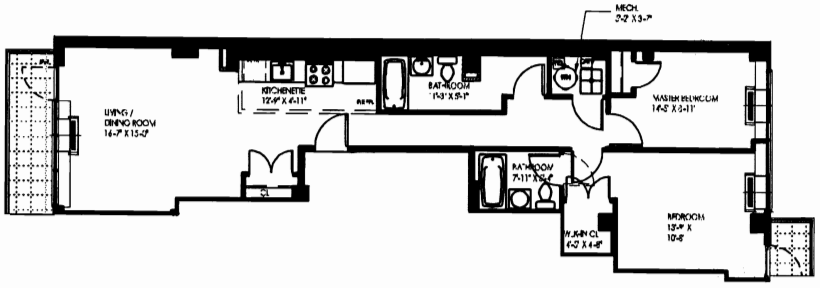
North Arrow

Drawn: ST
Checked: SK
Reviewed: SK
Date: 04/26/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-09A

| No. | REVISIONS & ISSUANCES | Date |
|---|---|---|

| AREA SUMMARY | |
|---|---|
| UNIT | 1059.34 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 65.89 S.F. / 20.99 S.F. |

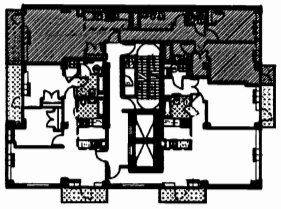



N 1 UNIT PLAN 9B
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

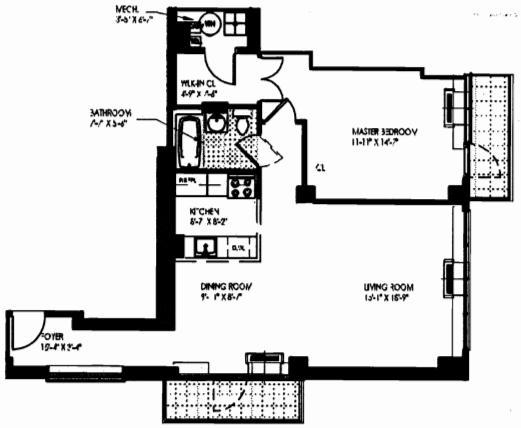
DRAWING TITLE
NINTH FLOOR
UNIT 9B

North Arrow

Drawn: MT
Checked: JP
Reviewed: MK
Date: 10/4/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-09B

| AREA SUMMARY | |
|---|---|
| UNIT | 946.94 S.F. |
| LIMITED COMMON ELEMENT 9(BALC) | 50.96S.F. / 46.12 S.F. |

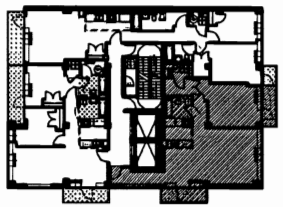



N 1 UNIT PLAN 9C
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

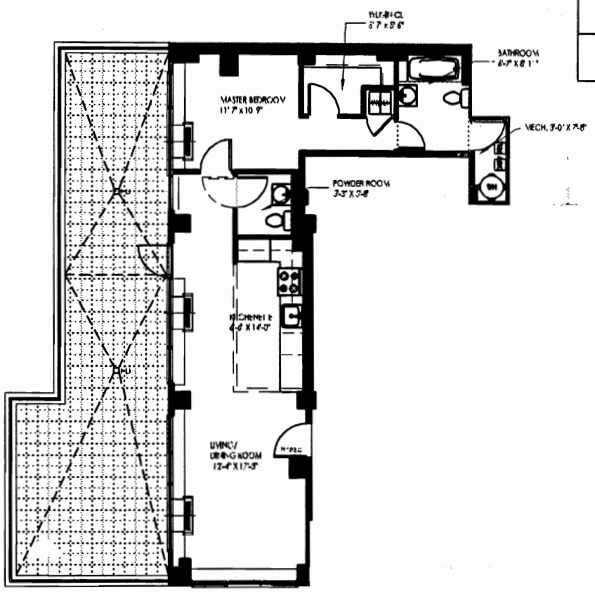
DRAWING TITLE
NINTH FLOOR
UNIT 9C

North Arrow

Drawn: KT
Checked: SK
Revised:
Date: 03-23-07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-09C

| AREA SUMMARY | |
|---|---|
| UNIT | 844.85 S.F. |
| LIMITED COMMON ELEMENT (TERR) | 597.54 S.F. |

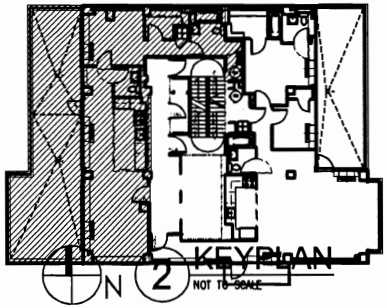



LEGEND

UNIT

LIMITED COMMON ELEMENT

N 1 UNIT PLAN 10A
NOT TO SCALE



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-8206
email: stevenk@kratchmenarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

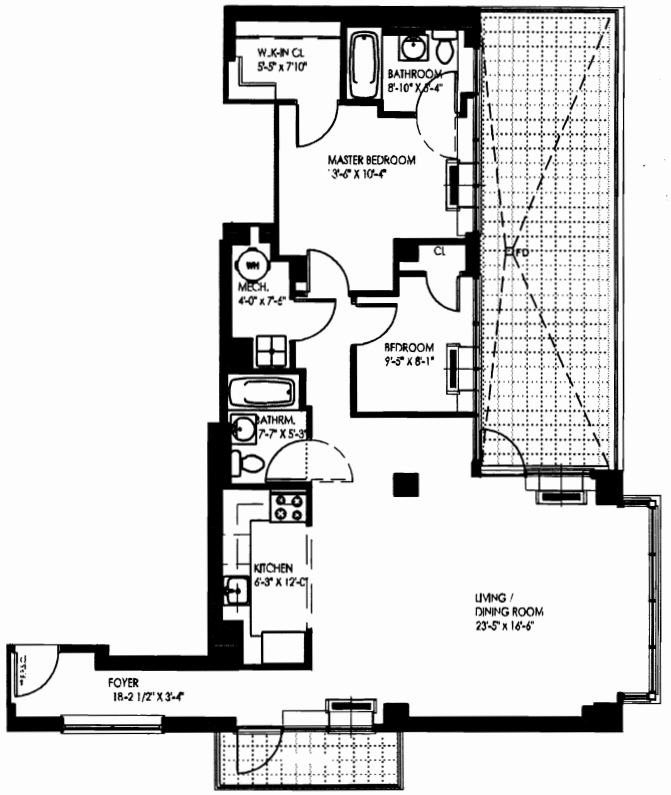
PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
TENTH FLOOR
UNIT 10A

North Arrow

Drawn: RT
Checked: SK
Reviewed:
Date:
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-10A



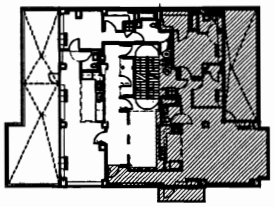

N 1 UNIT PLAN 10B
NOT TO SCALE

| AREA SUMMARY | |
|---|---|
| UNIT | 1169.20 S.F. |
| LIMITED COMMON ELEMENT | 313.67 S.F. (TERR) / 51.42 S.F. (BALC) |

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmenarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

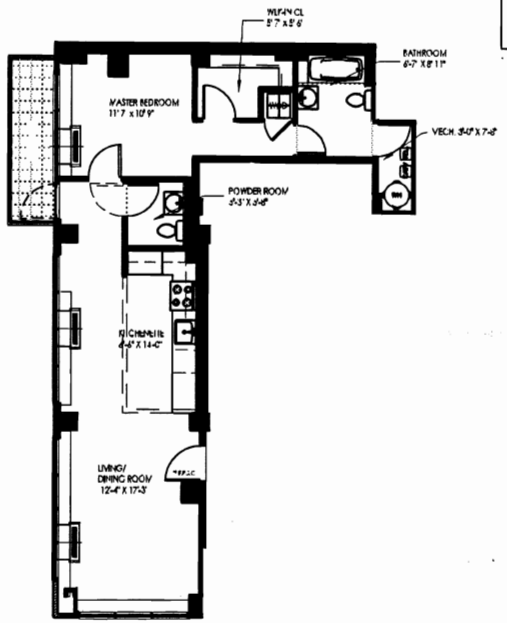
DRAWING TITLE
TENTH FLOOR
UNIT 10B

North Arrow

Drawn: ST
Checked: SK
Date: 04/04/07
Scale: 1/16"=1'-0"

Project No.: SRG 2.2
Sheet No.: A-10B

| AREA SUMMARY | |
|---|---|
| UNIT | 844.85 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 56.67 S.F. |

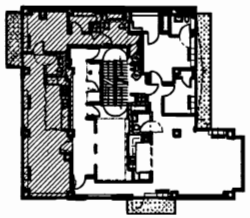



N 1 UNIT PLAN 11A
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT



N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:
_____

CHITECT

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
ELEVENTH FLOOR UNIT 11A

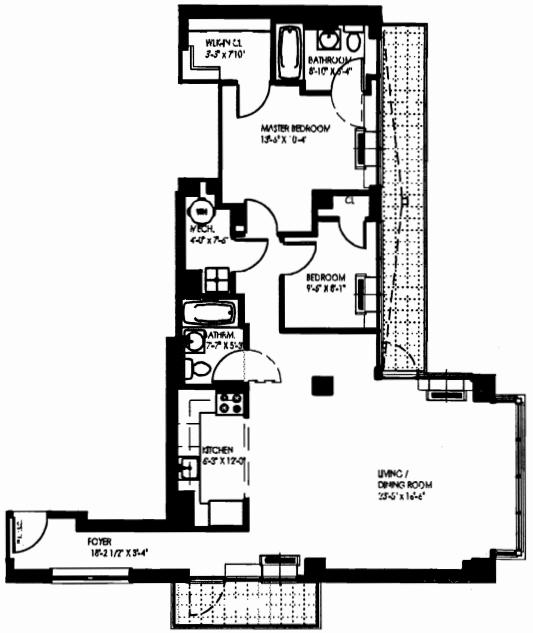
North Arrow

Drawn: RT
Checked: TP
Reviewed: SK
Date: 10-05-07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-11A

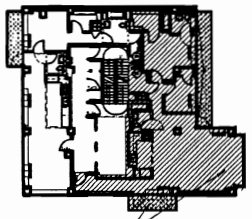
| No. | REVISIONS/SUBMISSIONS | Date |
|---|---|---|

| AREA SUMMARY | |
|---|---|
| UNIT | 1169.23 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 116.39 S.F. / 51.42 S.F. |




N 1 UNIT PLAN 11B
NOT TO SCALE

| LEGEND | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |



AREA OF WORK

N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
ELEVENTH FLOOR UNIT 11B

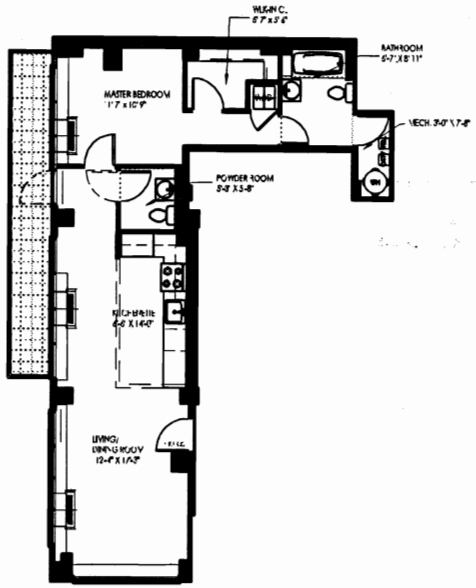
North Arrow

Drawn RT
Checked TP
Approved SK
Date 03-03-07
Scale 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-11B

No. REVISIONS & SUBMISSIONS Date

| AREA SUMMARY | |
|---|---|
| UNIT | 844.85 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 117.43 S.F. |

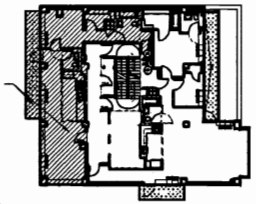



N 1 UNIT PLAN 12A
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON ELEMENT




N 2 KEYPLAN
NOT TO SCALE

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

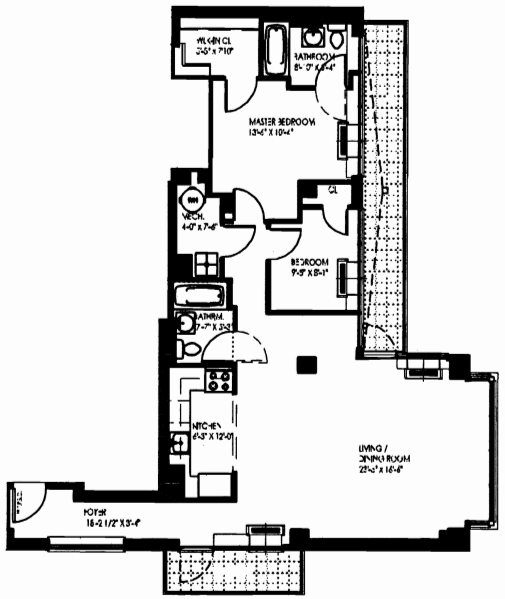
PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
TWELFTH FLOOR UNIT 12A

North Arrow

Drawn BT
Checked LP
Keyboard BK
Date 04/24/07
Scale 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-12A



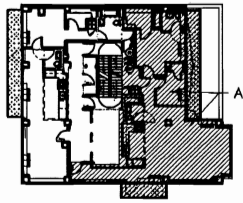

N 1 **UNIT PLAN 12B**
SCALE: 3/32" = 1'-0"

| AREA SUMMARY | |
|---|---|
| UNIT | 1169.23 S.F. |
| LIMITED COMMON ELEMENT (BALC) | 116.39 S.F. / 51.42 S.F. |

LEGEND

UNIT

LIMITED COMMON ELEMENT




N 2 **KEYPLAN**
N.T.S

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

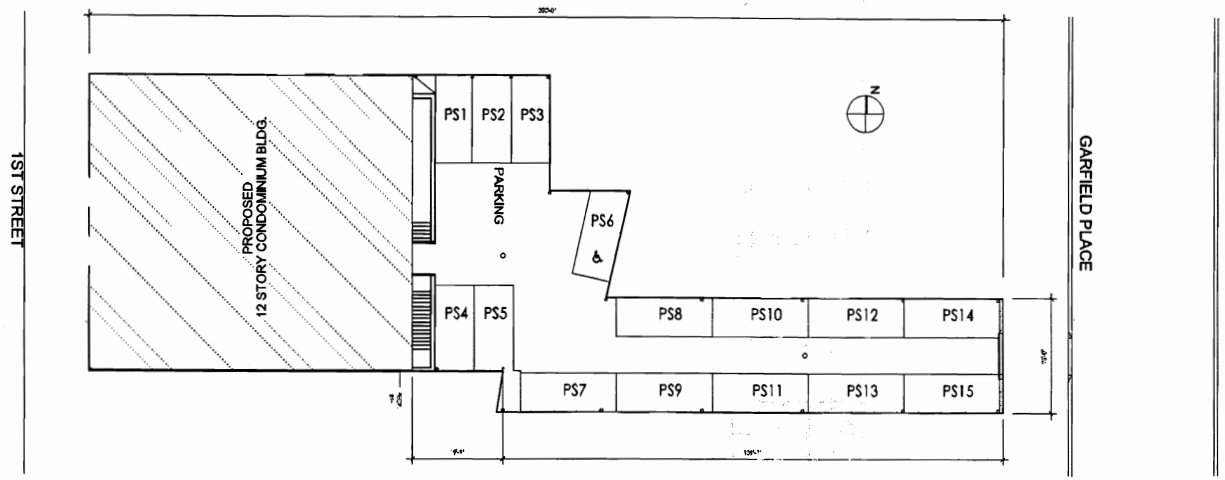
PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
TWELFTH FLOOR UNIT 12B

North Arrow

Drawn: RT
Checked: SK
Date: 10/04/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-12B




## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR:

_____

LEGEND

| | |
|---|---|
| UNIT | |
| LIMITED COMMON ELEMENT | |

PARKING SUMMARY

| PARKING UNIT | AREA (IN S.F.) |
|---|---|
| PS1 | 140.25 |
| PS2 | 140.25 |
| PS3 | 140.25 |
| PS4 | 140.25 |
| PS5 | 140.25 |
| PS6 | 140.25 |
| PS7 | 178.5 |
| PS8 | 178.5 |
| PS9 | 178.5 |
| PS10 | 178.5 |
| PS11 | 178.5 |
| PS12 | 178.5 |
| PS13 | 178.5 |
| PS14 | 178.5 |
| PS14 | 178.5 |

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 36th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarch@aol.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

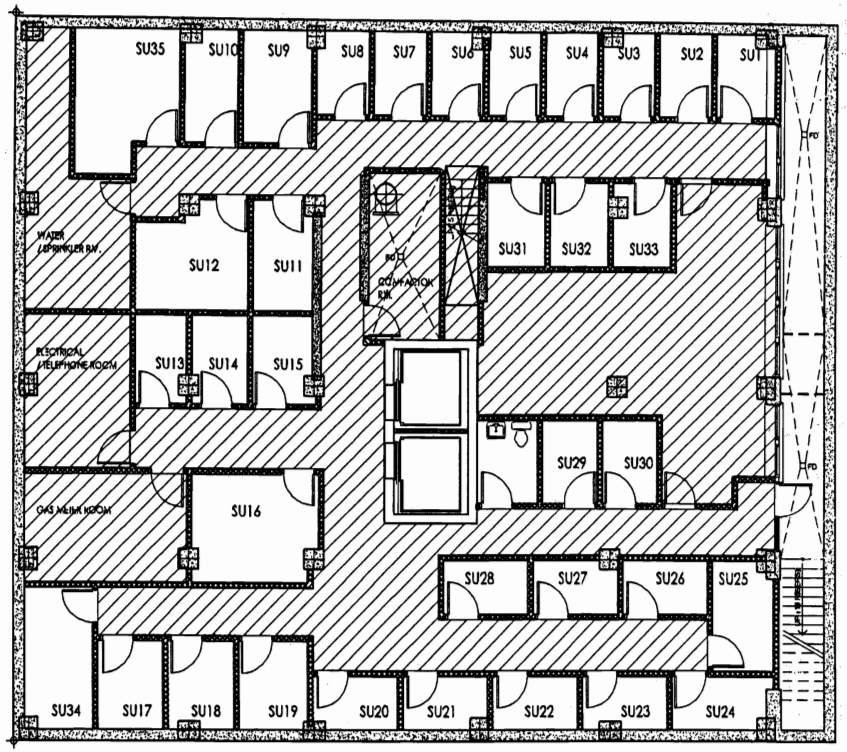
PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
PARKING AREA

North Arrow

Drawn: RT
Checked: SK
Architect: SK
Date: 5/24/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-PKG




N 1 CELLAR FLOOR PLAN
NOT TO SCALE

LEGEND

UNIT

LIMITED COMMON

## STORAGE AREA SUMMARY

| ROOM NUMBER | AREA (IN S.F.) |
|---|---|
| SU1 | 55.46 |
| SU2 | 47.25 |
| SU3 | 47.25 |
| SU4 | 47.25 |
| SU5 | 47.25 |
| SU6 | 47.25 |
| SU7 | 47.25 |
| SU8 | 47.18 |
| SU9 | 79.39 |
| SU10 | 62.26 |
| SU11 | 69.40 |
| SU12 | 107.94 |
| SU13 | 47.89 |
| SU14 | 48.98 |
| SU15 | 57.42 |
| SU16 | 134.04 |
| SU17 | 61.05 |
| SU18 | 61.05 |
| SU19 | 64.15 |
| SU20 | 51.56 |
| SU21 | 51.56 |
| SU22 | 51.56 |
| SU23 | 51.56 |
| SU24 | 62.14 |
| SU25 | 69.31 |
| SU26 | 47.43 |
| SU27 | 47.43 |
| SU28 | 48.87 |
| SU29 | 45.37 |
| SU30 | 45.37 |
| SU31 | 52.59 |
| SU32 | 47.78 |
| SU33 | 47.78 |
| SU34 | 106.75 |
| SU35 | 139.37 |

## DIMENSIONS OF UNITS

THE APPROXIMATE INDOOR AREA OF EACH UNIT HAS BEEN MEASURED FROM THE EXTERIOR SIDE OF THE FACADE OR EXTERIOR BUILDING WALLS OR GLASS WINDOWS AT THE BUILDING LINE AND/OR PROPERTY LINE ENCLOSING THE UNIT, OR FROM THE MIDPOINT OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM ANOTHER UNIT, OR FROM THE PUBLIC SIDE OF THE INTERIOR PARTY WALLS SEPARATING THE UNIT FROM PUBLIC CORRIDORS OR EXIT STAIRS, OR FROM THE MECHANICAL SPACE SIDE OF INTERIOR PARTY WALLS SEPARATING THE UNIT FROM AN ELEVATOR OR OTHER MECHANICAL EQUIPMENT SPACE OR ANY OTHER COMMON ELEMENTS.

## DECLARANT:

Slope Realty
342 Seventh Avenue
Brooklyn, NY 11215

STATE OF NEW YORK
KINGS COUNTY
BOROUGH OF BROOKLYN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ARCHITECT: _____

SWORN TO BEFORE ME THIS

_____ DAY OF_____ ,2007

## TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: _____

SURVEYOR: _____

ARCHITECT
STEVEN KRATCHMAN ARCHITECT, P.C.
36 West 38th Street New York, N.Y. 10018
Tel: 212-944-9204 Fax: 212-944-9206
email: stevenk@kratchmanarchitect.com
Copyright © 2007 Steven Kratchman Architect, P.C. All rights reserved.

PROJECT TITLE
255 FIRST STREET
BROOKLYN, NY 11215-1901

DRAWING TITLE
CELLAR FLOOR

North Arrow

Drawn: NT
Checked: SK
Reviewed: SK
Date: 10/24/07
Scale: 1/16"=1'-0"

Project No. SRG 2.2
Sheet No. A-C1

EXHIBIT 6
FORM OF APPLICATION TO ATTORNEY GENERAL
FOR RESOLUTION OF DISPUTE CONCERNING DOWNPAYMENTS

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

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

Re: 255 1st Street, Brooklyn, NY
Address of Building or
Name of Project

File Number: _____

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

1. Name of Applicant _____

2. Address of Applicant _____

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

_____

_____

_____

4. This is an application for:

[ ] return of down payment.
[ ] forfeiture of down payment.
[ ] other: _____

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

6. The project is structured as:

[ ] a cooperative
[ ] a condominium
[ ] a homeowners association
[ ] a timeshare
[ ] other: _____

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:

Name and address of bond issuer or surety: _____

_____

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

_____

_____

_____

11. If down payments have been secured by a letter of credit:
Name and address of bank which issued the Letter of Credit:

_____

_____

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.

[ ] do not know.

(d) Down payments are secured by:

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract Information:

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

Date on which subscription or Purchase Agreement was signed:

_____.

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: _____

_____

EXHIBIT 7
ESCROW AGREEMENT

AGREEMENT made this First day of January 2008, 261 1st Condo Associates LLC ("SPONSOR"), as sponsor, and Raphael and Marks ("ESCROW AGENT"), as escrow agent.

WHEREAS, SPONSOR is the sponsor under an offering plan (the "Offering Plan") for 255 1st Street Condominium, located at 255 1st Street, Brooklyn, New York 11215; and

WHEREAS, Raphael and Marks is authorized to act as an escrow agent hereunder in accordance with General Business Law GBL Section 352-e (2-b) and the Attorney General's regulations promulgated thereunder (the "Regulations"); and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers of units from SPONSOR under the Offering Plan, pursuant to the terms of this agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers from and after the date hereof. The escrow account has been opened with Bank of America, at its office located at 345 Park Avenue South, New York, New York.

1.2 The name of the account is "255 1st Street Condominium Escrow Account".

1.3 The following partner in ESCROW AGENT is the sole signatory on the account: Ellen Marks.

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

1.5 The escrow account is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

2.1 All funds hereafter received from prospective purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments, which identify the payor, shall be deposited into the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser to the order of Raphael and Marks as escrow agent for the Offering Plan for 255 1st Street Condominium. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser promptly, 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 deposit 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 purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the Offering 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 the purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant regulations of the Attorney General pertaining to release of escrowed 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 Offering Plan or an amendment to the Offering Plan or (b) all purchasers after an amendment abandoning the Offering 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 years after release of the funds.

4.2 Upon the dissolution of 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 cancelled, 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 unsold units offered by SPONSOR pursuant to the Offering 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 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by it 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.

11. ESCROW AGENT'S RIGHTS.

11.1ESCROW AGENT shall not be responsible to SPONSOR for any act or failure to act on its part except for its own willful default or gross negligence. ESCROW AGENT shall be automatically released by SPONSOR from all responsibility and liability under this Agreement upon ESCROW AGENT's distribution of deposits and payments in accordance with the provisions of this Agreement, GBL Section 352-e (2-b) and the Regulations.

11.2 SPONSOR hereby indemnifies and holds ESCROW AGENT harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses of every kind and nature which may be claimed against or incurred by ESCROW AGENT by reason of its acceptance of, and/or its performance under, this Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of ESCROW AGENT), including, with out limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself. The foregoing indemnification shall survive the termination of this Agreement.

11.3 As to SPONSOR, ESCROW AGENT shall be entitled to consult with and retain counsel selected by it (including any member of its firm) with respect to its duties as ESCROW AGENT and be reimbursed by SPONSOR for all reasonable fees and expenses of such consultation and retention. As to SPONSOR, ESCROW AGENT may act or refrain from acting in respect of any matter referred to herein by and with, and in full reliance upon, the advice of such counsel and, except in the case of its own willful default or gross negligence, ESCROW AGENT shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

11.4 ESCROW AGENT or any member of its firm may act as counsel to SPONSOR in any dispute or question as to the disposition of the deposits or payments or in any dispute between SPONSOR or any purchaser with respect to any matter whatsoever, whether or not ESCROW AGENT is then holding any deposits or payments of such purchaser and is continuing to act as ESCROW AGENT hereunder.

12. SEVERABILITY.

12.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the

application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13. ENTIRE AGREEMENT.

13.1 This Agreement, read together with GBL Section 352-e (2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

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

ESCROW AGENT:
Raphael and Marks

By: _____
Ellen Marks, Esq. Partner

SPONSOR:261 1st Condominium Associates LLC

By: AD Realty LLC, member

_____
By: Steven Sharabi

**THIS PAGE INTENTIONALLY LEFT BLANK**

EXHIBIT 8

# DECLARATION

Establishing a Plan for Condominium Ownership
Of the Premises known as
255 1st Street
Brooklyn, New York

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

255 1st Street Condominium

| | |
|---|---|
| Block: | 964 |
| K/N/A Lots: | |
| F/K/A Lots: | 14/70 |

| | |
|---|---|
| Sponsor and Declarant: | 261 1st Condo Associates LLC<br>378 Seventh Avenue<br>Brooklyn, NY 11215 |

Record and Return to:
Raphael and Marks
315 Park Avenue South
New York, NY 10010

**THIS PAGE INTENTIONALLY LEFT BLANK**

DECLARATION
Of
255 1st Street Condominium

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

261 1st Condo Associates LLC, having an office at 378 Seventh Avenue, Brooklyn, New York ('Sponsor"), does hereby declare as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY

Sponsor hereby submits the land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known as 255 1st Street Attached to this Declaration and made part hereof are the By-Laws of 255 1st Street Condominium which set forth detailed provisions governing the operation, Use and Occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to such terms in the By-Laws.

ARTICLE 2

THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land as more particularly described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the County of Kings, City and State of New York. The Land is owned by Sponsor in fee simple absolute and has an area of approximately 9,435.64 square feet.

ARTICLE 3

THE PROPERTY

3.1 Included in the Property described in Article 1 is a twelve story building (the "Building") containing, besides lobbies, hallways, corridors and other service, utility and mechanical areas: (i) 32 ResidentialUnits, located on the first through twelfth floors of the Building and an outdoor parking area with 11 Parking Units (collectively, the "Units" and individually "Unit").

3.2.1 The Units are sometimes hereinafter to as the "Units" and individually as a "Unit".

The owner of a Unit is herein called a "Residential Unit Owner" or Parking Space Unit Owner" or "Unit Owner" and the owners of all Units are herein collectively called the "Unit Owners".

3.3 The street address of the Property is 255 1st Street, Brooklyn, New York

## ARTICLE 4

## THE BUILDING

The Building consists of the south exterior wall from floor 1-5 of stucco faced masonry block. The south exterior wall from the 6th floor to the roof and the north, east and west walls will be brick masonry backed by steel studs with Densglass Gold sheathing on the exterior side. The walls on the 1st and second floor on the east and west side of the Building will be pre-cast panels backed by steel studs with Densglass Gold sheathing on the exterior.

## ARTICLE 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; direction in which each Unit faces; approximate square foot area; number of rooms; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access; and the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by Steven Kratchman, registered architect intended to be filed in the Kings County office of the Register of The City of New York (the "City Register's Office") simultaneously with the recording of this Declaration.

## ARTICLE 6

## DIMENSIONS OF UNITS

The square foot area of the Units set forth in the floor plans, Schedule A to the Offering Plan and Schedule B to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure rental and cooperative apartments. The square foot area of the Units set forth in the floor plans, Schedule A to the Offering Plan and Schedule B to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure rental and cooperative apartments. The approximate indoor area of each unit has been measured from the exterior side of the facade or exterior building walls or glass windows at the building line and/or property line enclosing the unit, or from the midpoint of the interior party walls separating the unit from another unit, or from the public side of the interior party walls separating the unit from public corridors or exit stairs, or from the mechanical space side of interior party walls separating the unit from an elevator or other mechanical equipment space or any other common elements.

Measured vertically, each unit will consist of the volume from the top of the wood decking below (located under the finished flooring and sub-floor materials) to the underside of the wood decking above. However, the Board, Sponsor and Sponsor's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of the wood decking and the top surface of each unit's finished ceiling, without any need to obtain the consent of any unit owner with respect to the same.

## ARTICLE 7
## COMMON ELEMENTS

7.1 The Common Elements of the Condominium (the "Common Elements") consist of the entire Property including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The "Limited Common Elements" of the Condominium consists of those Common Elements which serve or benefit exclusively the Units or the Unit Owners. A Common Element which is not a Limited Common Element is a "General Common Element".

7.2 The General Common Elements include the following:

7.21 The Land, together with all easements, rights and privileges appurtenant thereto.

7.2.2 All foundations, foundation walls, main roof, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings.

7.2.3 All passages and corridors, mechanical and other rooms, all fire staircases, landings and stairs, areas and spaces located in the Building, serving or benefiting the Units.

7.2.4 Ventilation supply system consisting of motors, ductwork, fans and controls and piping.

7.2.5 Hot water and water systems.

7.2.6 All mechanical equipment and associated piping and controls.

7.2.7 All electrical risers, feeders, lines and equipment, including incoming service, main switchanger and distribution panelboards, conduits, wires, meters, transformers and panelboards, excluding, however, all such items located within a Unit and serving only that Unit.

7.2.8 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing hot water (including pumps, valves, pressure

reducers, meters and water heaters), excluding, however, all such items located within a Unit and serving only that Unit.

7.2.9 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit.

7.2.10 All electric service rooms, gas and water meter rooms, building storage rooms, and other service, mechanical and utility rooms serving or benefiting any of the Units.

7.2.11 All other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Units.

7.2.12 All other parts of the Property either existing for the common use of the Units or the Unit Owners or that is necessary or convenient for the existence, maintenance, operation or safety of the Property.

7.2.13 With respect to the ground floor, lobbies, egress stairs and corridors. The exterior space at the Building entries consisting of the stairs, railings, lighting and other electrical equipment, planters and other freestanding structures.

7.2.14 With respect to the first floor through twelfth floors, corridors, egress stairs, and their enclosing walls and doors and all mechanical equipment serving same; all utilities and mechanical and electrical equipment used for any combination of the Units.

7.2.15 With respect to the rooftop, and all mechanical equipment serving same.

7.2.16 With respect to the two elevators, elevator shafts and elevator cabs.

7.2.17 Smoke detection alarm system and cable television system.

7.2.18 The Cellar and one storage space in the cellar.

7.2.19 The recreation area on the Roof.

The General Common Elements also include the installations, equipment, apparatus, facilities, exterior walls, interior walls, doors, partitions, floors, roofs, ceilings, hallways, lobbies, corridors and vestibules that enclose or service all the Units.

7.3 The Limited Common Elements consist of the following:
Unit 1A : Terrace; Unit 1B: Terrace; Unit 3A: Balcony, Unit 3B: Balcony; Unit 3C : Balcony; Unit 4A: Balcony; Unit 4B Balcony; Unit 4C Balcony; Unit 5A Balcony; Unit 5B Balcony; Unit 5C Balcony; Unit 6A Balcony; Unit 6B Balcony and Terrace; Unit 6C Balcony and Terrace; Unit 7A Balcony; Unit 7B Balcony and Terrace; Unit 7C Balcony and Terrace; Unit 8A Balcony; Unit 8B Balcony and Terrace; Unit 8C Balcony and Terrace; Unit 9A balcony and Terrace; Unit 9B

Balcony and Terrace; Unit 9C Balcony; Unit 10A Terrace; Unit 10B Balcony and Terrace; Unit 11A Balcony; Unit 12A Balcony and Terrace; Unit 12B Balcony and Terrace.

## ARTICLE 8

## USE OF UNITS

8.1 As more particularly set forth and described in the By-Laws, except as otherwise herein and in the By-Laws expressly provided, the Residential Units may be used only for residential purposes and, subject to compliance with the By-Laws, for a lawful home occupation. Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments), and may only be occupied by said individual, or an officer, director, stockholder or employee of such corporation, or a member of said limited liability company, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, or a principal or employee of such other entity, or members of the immediate family or non-paying guests of any of the foregoing. Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

## ARTICLE 9

## CHANGES IN UNSOLD UNITS

Except to the extent prohibited by law, Sponsor or its designee shall have the right, at any time and from time to time, without prior notice and without the vote or consent of the Board or any other Unit Owner or any mortgagee to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Units ("the Unsold Units") at the time owned by Sponsor or its designee (the term "Sponsor's designee" or similar terms shall mean any affiliate of Sponsor); (b) change the layout of, or number of rooms in, any Unsold Unit from time to time; (c) change the size and/or number of Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Units, and/or incorporating within any Unsold Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (d) if appropriate, reapportion among the Unsold Units affected by any such change in size or number pursuant to the preceding clause (c), their percentage interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto; (e) change the permitted use of some or all of the Unsold Storage Units; provided, however, that any such alteration, addition, improvement, change, reapportionment or redesignation shall not cause the Property or any portion thereof to not comply with any laws, ordinances and regulations of any governmental authorities having jurisdiction and Sponsor (or such designee) shall hold the Board and all other Unit Owners harmless from any liability arising therefrom.

ARTICLE 10

PERSON TO RECEIVE SERVICE

10.1 A.D. Shaye Realty Group having an address at 378 Seventh Avenue, Brooklyn, New York, or any successor managing agent of the Condominium is hereby designated to receive service of process in any action which may be brought against the Condominium.

ARTICLE 11

DETERMINATION OF PERCENTAGE
INTERESTS IN COMMON ELEMENTS

The percentage interest of the respective Units in the Common Elements has been determined based upon 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.

ARTICLE 12

ENCROACHMENTS

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

ARTICLE 13

FACILITIES AND ALL OTHER COMMON ELEMENTS

Each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all facilities and all other Common Elements located in any of the other Units or elsewhere on the Property which serve his or her Unit. Each Unit shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace the facilities and all other Common Elements located in such Unit or elsewhere on the Property, which serve other Units. The Board shall have a right of access of each Unit (and to each Limited

Common Element which comprises a part of any Unit) to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the property, provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of any of the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of any "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building.)

## ARTICLE 14

## EASEMENTS AND NAME OF CONDOMINIUM

Each Unit Owner shall have, in common with all other Unit Owners, an easement for the exclusive use of the Limited Common Elements.

Each Unit Owner shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress and egress and to the extent reasonably necessary, for the use of any Common Element.

Each Unit Owner shall have, in common with all other Unit Owners and each Unit shall be subject to an easement: (a) to install, operate, maintain, repair, alter, rebuild, restore and replace the Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the property; and (b) to maintain any encroachment on any Unit or the General Common Elements resulting from repair, alteration, rebuilding, restoration or replacement of the Units or the Limited Common Elements.

Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit, the General Common Elements or any Limited Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units or the Common Elements.

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

Sponsor (or its designee) and the Board with respect to the Property shall have the right to grant such additional electric, gas or other utility easements or relocate any existing utility easements in any portion of the Property as Sponsor or its designee, the Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units.

The Condominium shall be designated and known as "255 1st Street Condominium".

Sponsor and its designee (and their respective successors and assigns) shall have an exclusive easement for so long as the Condominium shall remain in existence (i) to erect, use, maintain, repair, replace and operate antennae, satellite dishes and other communications equipment on any part of the roof of the Building that is not occupied as of the hereof for any other Building installations and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that is not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of or charge by, the Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Board of the type and location of any such equipment before installation. Any obligations of Sponsor under any lease, license or other right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and not of the Condominium. In connection with such easements and related rights, each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall be subject to such easement. The word "utility" or "utilities" as used in this Section 14.8 shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits.

## ARTICLE 15

## POWER OF ATTORNEY TO THE BOARD

Each Unit Owner shall grant to the persons who shall from time to time constitute the Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Board shall determine): (a) following due authorization by the Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests (as hereinafter defined), from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, upon such terms and conditions as shall be approved by a Majority of Unit Owners; (b) to acquire any Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to subsection 6.2.2 of the By-Laws; (c) to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental as the case may be, as the attorneys-in-fact deem proper, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; and (d) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium, or (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements which the Board deems necessary or appropriate.

## ARTICLE 16

## ACQUISITIONS OF UNITS BY THE BOARD

16.1 If (a) any Unit Owner surrenders his or her Unit, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units therefore acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in the Common Elements and any other assets of the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act, (b) the Board, pursuant to Article 8 of the By-Laws, acquires or leases a Unit, together with its Appurtenant Interests, or (c) the Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Board or its designee shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

## ARTICLE 17

## COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations (true copies of which are annexed hereto and made a part thereof), including, without limitation, the provisions of this Article 18, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants 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 into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

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

17.3 Subject to the provisions of Section 17.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

## ARTICLE 18

## AMENDMENTS OF DECLARATION

18.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor (or its designee) or any Unsold Units. a) any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 75% in common interest of all Unit Owners, taken in accordance with the provisions of the By-Laws.

## ARTICLE 19

## TERMINATION OF CONDOMINIUM

The Condominium shall continue and shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 75% in common interest of all Unit Owners. Sponsor or its designee will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least 75% in common interest of all other Unit Owners have voted in favor of such withdrawal, at which time Sponsor or its designee may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all

Unit Owners in proportion to their respective common interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of its share of such. net proceeds all liens on its Unit, in the order of priority of such liens.

## ARTICLE 20

## WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

## ARTICLE 21

## CAPTIONS

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

## ARTICLE 22

## CERTAIN REFERENCES

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

22.2 The terms "herein" "hereof' or "hereunder" or similar terms used in this Declaration refers to this entire Declaration and not to the particular provision in which the terms are used.

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

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the day of _____, 2008.

261 1st Condo Associates LLC
BY:

_____
Steve Sharabi, member

State of New York )
County of Kings )

On the _____ day of _____ in the year 2008 before me, the undersigned, personally appeared Steven Sharabi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A TO DECLARATION
Description of the Land

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

BEGINNING at a point on the northerly side of First Street distant 148 feet 2 inches easterly room the corner formed by the intersection of the northerly side of First Street with the easterly side of 4th Avenue;

THENCE northerly forming an anterior angle of 89 degrees 36 minutes 09 seconds with the northerly side of First Street and through a party wall, 72 feet 1 inch to a point;

THENCE westerly, forming an exterior angle of 89 degrees 07 minutes 09 seconds with the previous course, and through a party wall, 19 feet 2 inches;

THENCE northerly forming an interior angle of 88 degrees 30 minutes with the previous course, and through a party wall, 28 feet 0-1/8 inches to a point on a line distant 130 feet easterly from the easterly side of 4th Avenue measured along a line drawn parallel with First Street and distant, 100 feet northerly therefrom;

THENCE northerly parallel with 4th Avenue 18 feet 4-5/8 inches to the northeasterly side of Freeks Mill Road at a point distant, 81 feet 7-3/8 inches southerly from the southerly side of Garfield Place measured along said line parallel with 4th Avenue;

THENCE southerly along said northerly side of Freeks Mill Road, 21 feet 11 inches to a point distant 87 feet southerly from the southerly side of Garfield Place as measured along a line drawn parallel with 4th Avenue and 150 feet easterly therefrom;

THENCE northerly parallel with 4th Avenue, 87 feet to the southerly side of Garfield Place;

THENCE easterly along the southerly side of Garfield Place, 25 feet;

THENCE southerly parallel with 4th Avenue, 109 feet 6-1/2 inches;

THENCE northwesterly forming an interior angle of 79 degrees 32 minutes with the previous course, 9 feet 10 inches;

THENCE southerly forming an exterior angle of 79 degrees 46 minutes with the previous course, and through an existing party wall and a proposed party wall (to be built), 92 feet 3 inches to the northerly side of First Street;

THENCE westerly along the northerly side of First Street, 16 feet 9-1/2 inches to the point or place of BEGINNING.

255 1st Street Condominium

Schedule B to Declaration

| Unit | # of Rooms | # of Baths | Approx. Area in Square Feet | Tax Lot No. | % Common Interest | Location in Building | Limited Common Elements/Square Footage |
|---|---|---|---|---|---|---|---|
| 1A | 3 | 2 | 1501.7 | | 3.95% | First Floor | Terrace/158 |
| 1B | 3 | 2 | 1779.5 | | 4.68% | First Floor | Terrace/330 |
| 2A | 2 | 2 | 1311.65 | | 3.44% | 2nd Floor | |
| 2B | 3 | 2 | 1435.28 | | 3.77% | 2nd Floor | |
| 2C | 3 | 2 | 1477.03 | | 3.88% | 2nd Floor | |
| 3A | 2 | 2 | 1233.83 | | 3.23% | 3rd Floor | Terrace/89 |
| 3B | 3 | 2 | 1384.97 | | 3.64% | 3rd Floor | Terrace/87 |
| 3C | 3 | 2 | 1485.02 | | 3.90% | 3rd Floor | Balcony/58 |
| 4A | 2 | 2 | 1233.83 | | 3.23% | 4th Floor | Balcony/89 |
| 4B | 3 | 2 | 1384.97 | | 3.65% | 4th Floor | Balcony/87 |
| 4C | 3 | 2 | 1485.02 | | 3.91% | 4th Floor | Balcony/58 |
| 5A | 2 | 2 | 930.21 | | 2.43% | 5th Floor | Terrace/132 |
| 5B | 3 | 2 | 1400.36 | | 3.69% | 5th Floor | Balcony/89 |
| 5C | 3 | 2 | 1394.47 | | 3.67% | 5th Floor | Balcony/140 |
| 6A | 2 | 2 | 886.18 | | 3.31% | 6th Floor | Terrace/174 |
| 6B | 3 | 2 | 1124.52 | | 2.95% | 6th Floor | Terrace/99 and 20 |
| 6C | 2 | 2 | 970.58 | | 2.54% | 6th Floor | Balconies/47 and 651 |
| 7A | 2 | 2 | 886.85 | | 2.31% | 7th Floor | Balcony/51.63 |
| 7B | 3 | 2 | 1124.52 | | 2.95% | 7th Floor | Balconies/99 and 20 |
| 7C | 2 | 2 | 970.47 | | 2.54% | 7th Floor | Balconies/47 and 50 |
| 8A | 2 | 2 | 879.78 | | 2.95% | 8th Floor | Balcony/51 |
| 8B | 3 | 2 | 1124.52 | | 2.95% | 8th Floor | Balconies/99 and 20 |
| 8C | 3 | 2 | 970.47 | | 2.54% | 8th Floor | Balconies 47 and 50 |
| 9A | 2 | 2 | 836.14 | | 2.18% | 9th Floor | Terraces/70 and 51 |
| 9B | 3 | 2 | 1079.49 | | 2.83% | 9th Floor | Balconies/65 and 20 |
| 9C | 2 | 2 | 970.47 | | 2.54% | 9th Floor | Balcony/50 and 46 |
| 10A | 2 | 2 | 845.6 | | 2.20% | 10th Floor | Terrace/597 |
| 10B | 2 | 2 | 1178.07 | | 3.10% | 10th Floor | Terrace/313 and Balcony/51 |
| 11A | 2 | 2 | 845.6 | | 2.19% | 11th Floor | Balcony/56 |
| 11B | 2 | 2 | 1178.1 | | 3.08% | 11th Floor | Balconies/116 and 51 |
| 12A | 3 | 2 | 845.6 | | 2.19% | 12th Floor | Balconies/117 |
| 12B | 2 | 2 | 1178.1 | | 3.08% | 12th Floor | Balconies/116 and 51 |
| PS1 | | | 140.25 | | 0.01% | rear of building | |
| PS2 | | | 140.25 | | 0.01% | rear of building | |
| PS3 | | | 140.25 | | 0.01% | rear of building | |
| PS4 | | | 140.25 | | 0.01% | rear of building | |
| PS5 | | | 140.25 | | 0.01% | rear of building | |
| PS6 | | | 140.25 | | 0.01% | rear of building | |
| PS7 | | | 178.5 | | 0.01% | rear of building | |
| PS8 | | | 178.5 | | 0.01% | rear of building | |
| PS9 | | | 178.5 | | 0.01% | rear of building | |
| PS10 | | | 178.5 | | 0.01% | rear of building | |

| | | | | | | |
|---|---|---|---|---|---|---|
| PS11 | | | 178.5 | | 0.01% | rear of building |
| PS12 | | | 178.5 | | 0.01% | rear of building |
| PS13 | | | 178.5 | | 0.01% | rear of building |
| PS14 | | | 178.5 | | 0.01% | rear of building |
| PS15 | | | 178.5 | | 0.01% | rear of building |
| SU 1 | | | 55.46 | | 0.01% | cellar |
| SU2 | | | 47.25 | | 0.01% | cellar |
| SU3 | | | 47.25 | | 0.01% | cellar |
| SU4 | | | 47.25 | | 0.01% | cellar |
| SU5 | | | 47.25 | | 0.01% | cellar |
| SU6 | | | 47.25 | | 0.01% | cellar |
| SU7 | | | 47.25 | | 0.01% | cellar |
| SU8 | | | 47.18 | | 0.01% | cellar |
| SU9 | | | 79.39 | | 0.01% | cellar |
| SU10 | | | 62.26 | | 0.01% | cellar |
| SU11 | | | 69.4 | | 0.01% | cellar |
| SU12 | | | 107.94 | | 0.01% | cellar |
| SU13 | | | 47.89 | | 0.01% | cellar |
| SU14 | | | 48.98 | | 0.01% | cellar |
| SU15 | | | 57.42 | | 0.01% | cellar |
| SU16 | | | 134.04 | | 0.01% | cellar |
| SU17 | | | 61.05 | | 0.01% | cellar |
| SU18 | | | 61.05 | | 0.01% | cellar |
| SU19 | | | 64.15 | | 0.01% | cellar |
| SU20 | | | 51.56 | | 0.01% | cellar |
| SU21 | | | 51.56 | | 0.01% | cellar |
| SU22 | | | 51.56 | | 0.01% | cellar |
| SU23 | | | 51.56 | | 0.01% | cellar |
| SU24 | | | 62.14 | | 0.01% | cellar |
| SU25 | | | 69.31 | | 0.01% | cellar |
| SU26 | | | 47.43 | | 0.01% | cellar |
| SU27 | | | 47.43 | | 0.01% | cellar |
| SU28 | | | 48.87 | | 0.01% | cellar |
| SU29 | | | 45.37 | | 0.01% | cellar |
| SU30 | | | 45.37 | | 0.01% | cellar |
| SU31 | | | 52.59 | | 0.01% | cellar |
| SU32 | | | 47.78 | | 0.01% | cellar |
| SU33 | | | 47.78 | | 0.01% | cellar |
| SU34 | | | 106.75 | | 0.01% | cellar |
| SU35 | | | 139.37 | | 0.01% | cellar |
| TOTAL | | | 41927.04 | | 100.00% | |

**THIS PAGE INTENTIONALLY LEFT BLANK**

EXHIBIT 9

BY-LAWS OF 255 1st Street Condominium

**THIS PAGE INTENTIONALLY LEFT BLANK**

TABLE OF CONTENTS


| ARTICLE | SECTION | | PAGE |
|---|---|---|---|
| 1 | | GENERAL | |
| | 1.1 | Purpose | 235 |
| | 1.2 | Applicability of By-Laws | 235 |
| | 1.3 | Principal Office of Condominium | 235 |
| 2 | | BOARD OF MANAGERS | |
| | 2.1 | Number, Election and Qualification | 235 |
| | 2.2 | Powers and Duties | 236 |
| | 2.3 | Term of Office of Members of the Board | 239 |
| | 2.4 | Election of Board Members; Rights of Sponsor | 239 |
| | 2.5 | Resignation and Removal | 241 |
| | 2.6 | Vacancies | 241 |
| | 2.7 | Organizational Meeting of Board | 241 |
| | 2.8 | Regular Meetings of Board | 241 |
| | 2.9 | Special Meetings of Board | 241 |
| | 2.10 | Waiver of Notice | 242 |
| | 2.11 | Determinations by Board; Quorums | 242 |
| | 2.12 | Compensation | 242 |
| | 2.13 | Liability of Board and Unit Owners. | 242 |
| | 2.14 | Committees | 243 |
| | 2.15 | Principal Office of Board | 243 |
| | 2.16 | Status of Board | 243 |
| | 2.17 | Incorporation or Organization of Board | 243 |
| | 2.18 | Board as Agent of Unit Owners | 244 |
| | 2.19 | Prohibited Transactions | 244 |
| 3 | | UNIT OWNERS | |
| | 3.1 | Annual Meetings | 244 |
| | 3.2 | Place of Meetings | 245 |
| | 3.3 | Special Meetings | 245 |
| | 3.4 | Notice of Meetings and Actions Taken | 245 |
| | 3.5 | Lack of Quorum | 245 |
| | 3.6 | Order of Business | 245 |
| | 3.7 | Title to Units | 246 |
| | 3.8 | Voting | 246 |
| | 3.9 | Majority of Unit Owners | 246 |
| | 3.10 | Quorum | 247 |
| | 3.11 | Majority Vote | 247 |

| ARTICLE | SECTION | | PAGE |
|---|---|---|---|
| 4 | | OFFICERS | |
| | 4.1 | Designation | 247 |
| | 4.2 | Election of Officers | 247 |
| | 4.3 | Removal of Officers | 247 |
| | 4.4 | President | 247 |
| | 4.5 | Vice President | 247 |
| | 4.6 | Secretary | 248 |
| | 4.7 | Treasurer | 248 |
| | 4.8 | Execution of Documents | 248 |
| | 4.9 | Compensation of Officers | 248 |
| | 4.10 | Liability of Officers | 248 |
| 5 | | NOTICES | |
| | 5.1 | Notices | 249 |
| | 5.2 | Waiver of Service of Notice | 249 |
| 6 | | OPERATION OF THE CONDOMINIUM | |
| | 6.1 | Determination of Common Expenses and Fixing of Common Charges | 249 |
| | 6.2 | Payment of Common Charges | 250 |
| | 6.3 | Default in Payment of Common Charges; Lien for Unpaid Common Charges; Other Remedies | 251 |
| | 6.4 | Insurance | 252 |
| | 6.5 | Repair or Reconstruction after Fire or Other Casualty | 254 |
| | 6.6 | Maintenance and Repairs | 254 |
| | 6.7 | Alterations of Units | 256 |
| | 6.8 | Alterations to Common Elements | 259 |
| | 6.9 | Use of Units | 259 |
| | 6.10 | Use of Common Elements | 260 |
| | 6.11 | General Provisions as to Use | 261 |
| | 6.12 | Right of Access | 262 |
| | 6.13 | Rules and Regulations | 262 |
| | 6.14 | Real Estate Taxes, Water Charges and Sewer Rents | 262 |
| | 6.15 | Electricity | 263 |
| | 6.16 | Remedies for Violations of By-Laws or Rules | 263 |
| 7 | | MORTGAGES | |
| | 7.1 | Notice to Board | 264 |
| | 7.2 | Notice to Mortgagees of Default and Unpaid Common Charges | 264 |
| | 7.3 | Performance by Permitted Mortgagees | 264 |
| | 7.4 | Examination of Books | 264 |
| | 7.5 | Consent of Mortgagees | 264 |

| ARTICLE | SECTION | | PAGE |
|---|---|---|---|
| 8 | | SELLING, LEASING AND MORTGAGING OF UNITS | |
| | 8.1 | Sales and Leases of Units | 265 |
| | 8.2 | Consent of Unit Owners to Purchase or Lease of Units by Board | 267 |
| | 8.3 | No Severance of Ownership | 267 |
| | 8.4 | Release by Board of Right of First Refusal | 267 |
| | 8.5 | Certificate of Termination of Right of First Refusal | 268 |
| | 8.6 | Financing of Purchase of Units by Board | 268 |
| | 8.7 | Exceptions | 268 |
| | 8.8 | Gifts and Devises, etc | 268 |
| | 8.9 | Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common | 268 |
| | 8.10 | Payment of Assessments | 269 |
| 9 | | CONDEMNATION | 269 |
| 10 | | RECORDS AND AUDITS | |
| | 10.1 | Records | 270 |
| | 10.2 | Audits | 270 |
| | 10.3 | Availability of Documents | 270 |
| 11 | | ARBITRATION | |
| | 11.1 | General Procedure | 270 |
| | 11.2 | Costs and Expenses | 270 |
| | 11.3 | Agreement by Parties | 271 |
| 12 | | MISCELLANEOUS | |
| | 12.1 | Consents | 271 |
| | 12.2 | Waiver | 271 |
| | 12.3 | Captions | 271 |
| | 12.4 | Certain References | 271 |
| | 12.5 | Severability | 271 |
| | 12.6 | Insurance Trustee | 271 |
| | 12.7 | Successors and Assigns of Sponsor | 272 |
| | 12.8 | Covenant of Further Assurances | 272 |
| 13 | | AMENDMENTS TO BY-LAWS | |
| | 13.1 | Amendments by Unit Owners | 272 |
| | 13.2 | Amendments Affecting Sponsor or its Designee | 273 |

**THIS PAGE INTENTIONALLY LEFT BLANK**

# BY-LAWS OF 255 1st Street Condominium

## ARTICLE I

### GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of 255 1st Street Condominium (the "Condominium"). The Condominium covers the property (the "Condominium Property") consisting of approximately 9,435.64 square feet of land (the "Land") which forms a part of Block 964 on the Tax Map of the Borough of Brooklyn, County of Kings and State of New York, the building and other improvements now or hereafter constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units, the Common Elements, and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the Kings County office of the Register of the City of New York (the "Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Condominium Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Condominium Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration, as the same may be amended from time to time, are accepted, ratified, and will be complied with.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located either within the Condominium Property or at such other place in the Borough of Brooklyn reasonably convenient thereto, as may be designated from time to time by the Board (as hereinafter defined).

## ARTICLE 2

## BOARD OF MANAGERS

2.1 Number, Election and Qualification.

As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Board"). From and after the holding of the first annual meeting of Unit Owners as provided in Section 3. 1, the Board shall consist of three persons to be elected as provided in subsection 2.1.2 and Section 2.4 below.

2.1.2 Each member of the Board, except for the first Board as provided in Section 2.3 and except as otherwise provided herein, shall be elected at the annual meeting of the Unit Owners and shall serve until the next annual meeting thereof and until his successor has been elected and qualified.

2.1.3 Except for Board members elected or designated by Sponsor or its designee, all members of the Board shall be either: Unit Owners, officers, directors, shareholders, partners, members, trustees, principals, employees or beneficiaries of corporations, partnerships, limited liability companies, trusts, fiduciaries or any other entities which own Units; family members (as defined in Section 8.7) of any of the foregoing; or-individuals designated by a sovereign government, consulate or other similar entity that is a Unit Owner . Other than Board members elected or designated by Sponsor or its designee, no Board member shall continue to serve after he or she ceases to be qualified as set forth above.

2.1.4 In no event shall any Unit Owner be eligible for election to the Board if such Unit Owner is then in default, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid. In addition, no member of the Board elected by the Unit Owners may continue to participate as a member thereof after the Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

2.2 Powers and Duties.

2.2.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners).

2.2.2 Subject to the provisions of subsection 2.2.1 and without limiting the generality thereof, the Board shall be entitled to make determinations with respect to the following matters:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition to, improvement, alteration and replacement of the Common Elements, in such a manner that standards of quality, service and appearance appropriate to a luxury condominium, as may be appropriate, are maintained.

(b) The amount of Common Charges.

(c) Collection of Common Charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, and the provision of the Building services offered.

(e) Adoption of, and amendments and additions to, the Rules and Regulations (as such terms are hereinafter defined).

(f) Purchasing, leasing and otherwise acquiring, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease,

Units surrendered, by their owners to the Board with respect to which the lien for real estate taxes is being sold by the City of New York.

(g) Purchasing Units at foreclosure or other similar sale, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners.

(h) Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Units acquired by, and subleasing Units leased by, the Board or its designee, corporate or otherwise, on behalf of all Unit Owners.

Making repairs and restorations of the Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws.

(j) Enforcing obligations of Unit Owners.

(k) Levying fines against Unit Owners for violations of the Rules and Regulations (any such fines shall constitute Common Charges payable by the Unit Owners).

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

(m) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith), if the loss is to be adjusted by the Board, as provided in Section 6.4 hereof.

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, additions or improvements to, or alterations of, the General Common Elements or Limited Common Elements, respectively, provided, however, that (i) except as provided in Section 8.7, the consent of at least 66-2/3% in common interest of all Unit Owners or be, shall be required for any borrowings for such purposes with respect to the General Common Elements or Limited Common Elements, respectively, if such borrowings are in excess of the aggregate amount of $20,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements (except to the extent permitted by applicable law) without the consent of the owner of such Unit, (iii) the vote of at least two-thirds of the members of the Board shall be required for the borrowing of any sum in excess of $5,000 (regardless of the balance of any loans outstanding from previous fiscal years). If any sum borrowed by the Board pursuant to the authority contained in this subparagraph 2.2.2(n) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of all Unit Owners according to whether the borrowing was made on behalf of the Condominium or the Units, respectively, in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

(o) Organizing corporations and/or limited liability companies to act as designees of the Board with respect to such matters as the Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Units by the Board on behalf of all Unit Owners.

(p) Execution, acknowledgment and delivery of. (i) any declaration or other instrument affecting the Condominium Property or the Condominium which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission or any public authority or agency, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement or declaration, or any amendment thereto, affecting (x) the Condominium Property or the Condominium which the Board deems necessary or appropriate, or (y) a Unit, if the owner of such Unit requests, or under the Declaration or these By-Laws is required to request, that the Board take such action, and (except as otherwise provided in the Declaration or these By-Laws) the Board determines that taking such action is appropriate.

(q) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to all Units.

(r) Prepare, execute and record, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

(s) Obtaining and reviewing insurance for the Condominium Property, including the Units, pursuant to the provisions of Section 6.4.

2.2.3 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by the Board shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board, and the Board may employ one or more managing agents and/or managers, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in subparagraphs 2.2.2(a), (c), (d)~ (i) and (s); The Board may delegate to such managing agent or manager other powers granted to the Board by these By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h) and 0) through (r).

2.2.4 Notwithstanding anything to the contrary contained in these By-Laws, until the earlier to occur of (a) the second anniversary of the first closing of title to a Unit pursuant to a Purchase Agreement (as such term is defined in the Offering Plan), or (b) the closing of title to at least 50%, in number and in Common Interest (as such term is defined in the Offering Plan), of all Units (the "Initial Control Period"), the Board may not, without Sponsor's prior written consent, (i) make any addition, alteration or improvement to the Common Elements (unless required by law); (ii) assess any Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus funds in excess of 5% in the aggregate of the projected Common

Expenses for any year of operation; (iii) hire any employee in addition to or less than the employees provided for in Schedule B Projected Budget for First Year of Condominium Operation" set forth in the Offering Plan; (iv) enter into any service or maintenance contract for work not covered in said Schedule, or otherwise provide services in excess of those contemplated by such Schedule or the Offering Plan (however, in no event shall Sponsor allow the services reflected in Schedule B to be materially reduced without the consent of a majority in interest of all Unit Owners other than Sponsor); or (v) borrow money on behalf of the Condominium. However, the Board may take any of the actions enumerated in subsections (i) through (v) above, if. (x) the cost of such actions, when added to all other budgeted operating expenses, will not result in increasing the Common Charges for any year of operation by more than 5% above the prior year's Common Charges; or (y) such action is required either to (1) comply with laws or regulations applicable to the Building, or (2) remedy any notice of violation entered against the Building, or (3) remedy any proper work order by an insurer of the Building.

2.3 Term of Office of Members of the Board.

2.3.1 Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 3.1 hereof, the Board shall consist of two persons designated by Sponsor from time to time. The terms of each such member of the Board shall expire annually and, subject to the other provisions of this Section, Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. Not earlier than ten days nor later than thirty days after the expiration of the period ending upon the later to occur of (a) the fifth anniversary of the first closing of title to a Unit pursuant to a Purchase Agreement, or (b) the closing of title to at least 50%, in number and in Common Interest, of all Units, such first Board shall cause the President of the Condominium to call the first annual meeting of Unit Owners in accordance with the provisions of Section 3.1. The term of office of the three members of the Board so designated by Sponsor prior to the first annual meeting of the Unit Owners pursuant to Section 3.1 shall expire when the three persons to be elected at such meeting are so elected and qualified.

2.3.2 The term of office of each of the members comprising the Board elected at the first annual meeting of the Unit Owners pursuant to Section 3.1 shall be fixed for one year. At each annual meeting of the Unit Owners subsequent to the first such meeting, the Unit Owners shall elect, pursuant to the terms of Section 2.4 hereof, Board members to replace the Board members whose terms of office are then expiring, each to serve a term of office fixed at one year. Notwithstanding the expiration of the term of office of a member of the Board or anything contained herein to the contrary, such member of the Board shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a Board member may serve.

2.4 Election of Board Members; Rights of Sponsor.

2.4.1 Subject to the terms of subsections 2.4.3, 2.4.4 and 2.4.5, all members of the Board to be elected by the Unit Owners shall be determined by plurality of the votes cast by the Unit Owners (including Sponsor or its designee, for so long as Sponsor or such designee shall own two Units) who are present (in person or by proxy) and voting at a meeting at which a quorum of all Unit Owners is present.

2.4.2 When voting for members of the Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting, the Units owned by such Unit Owner and the percentage of Common Interest attributable to each Unit owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.3 Notwithstanding any other provision of this Section 2.4 or of these By-Laws to the contrary, at the first annual meeting of Unit Owners and at all times before and thereafter, Sponsor and/or its designee shall be able to vote in accordance with its ownership of Units and thus may be able to elect members of the Board by virtue of its ownership of Units, except that, at elections of members to the Board held after the expiration of the Initial Control Period, Sponsor and/or its designee will have the right to elect or designate not more than one member of the Board, in the aggregate, who are related to or affiliated with Sponsor, such designee or other Unsold Unit Owners, and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining members of the Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. In addition, while Sponsor and/or its designee owns Units representing at least 25%, but less than 50%, of the Common Interests of the Condominium, Sponsor and/or its designee shall have the right to elect or designate not more than one member of the Board, who is related to or affiliated with Sponsor, such designee or other Unsold Unit Owners, and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining two members of the Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Unit Owners; and while Sponsor and/or its designee owns Units representing less than 25% of the Common Interests but Sponsor and/or its designee shall have the right to elect or designate one member of the Board, who is related to or affiliated with Sponsor, such designee or other Unsold Unit Owners, and Sponsor, such designee and all other Unit Owners shall have the right to elect the remaining members of the Board who shall be Unit Owners and are not related to or affiliated with Sponsor, such designee or other Unsold Unit Owners. Accordingly, from and after the first meeting of Unit Owners, at least two of the members of the Board shall be Unit Owners, unrelated to and unaffiliated with Sponsor, its designee or other Unsold Unit Owners. There is no restriction on the right of the Unsold Unit Owners (including Sponsor) to vote for members of the Board who are not related to or affiliated with Sponsor, its designee or other Unsold Unit Owners. However, after the earlier of conveyance of title by Sponsor to Units representing 75% in Common Interests, or the second annual anniversary of conveyance of title to the first Unit under the Plan, neither Sponsor nor its designee will appoint a majority of members to the Board at the annual meeting of Unit Owners, even if their ownership of Units would allow them to do so.

2.4.4 In the event that after notice of an annual meeting of Unit Owners is given to all Unit Owners in the manner prescribed by Section 3.4 of these By-Laws, the Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Board shall fill any resulting vacancies at a special meeting of the Board held for that purpose promptly thereafter even though the members present at such meeting may themselves constitute less than a quorum. The Board shall request the Unit Owners present (in person or by proxy) at the annual meeting to express their preferences for the Board members to have been elected at such annual meeting, but such expression of

preferences shall be non-binding on the Board. Any person so elected by the Board shall be a member of the Board until the next annual meeting of Unit Owners, when a successor shall be elected for the remainder of the three-year term.

2.5 Resignation and Removal.

2.5.1 Any Board member may resign at any time by written notice delivered personally or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium and, with respect to members of the Board designated as such or elected by Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Sections 2.3 and 2.4, and except as provided in the following sentence, any Board member elected thereto by the Unit Owners or by the Board pursuant to the terms of Sections 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Unit Owners (as hereinafter defined).

2.6 Vacancies. Subject to the provisions of Sections 2.3 and 2.4, any vacancy on the Board for whatever reason shall be filled by the members of the Board then in office, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of Unit Owners when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Board created by the resignation, removal or any other reason of any Board member designated or elected as such by Sponsor (or its designee) shall be filled only by Sponsor (or its designee),

2.7 Organizational Meeting of Board. The first meeting of the Board following each annual meeting of Unit Owners shall be held within ten days after such annual meeting at such time and place in the Borough of Brooklyn as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided that a majority of the members of the Board shall be present thereat.

2.8 Regular Meetings of Board. Regular meetings of the Board may be held at such time and place in the Borough of Brooklyn as shall be determined from time to time by a majority of the members thereof, provided that at least four such meetings shall be held during each fiscal year of the Condominium. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, telecopy or telegram, at least five business days prior to the day named for such meeting.

2.9 Special Meetings of Board. Special meetings of the Board may be called by the President or Vice President of the Condominium by giving five business days' prior notice to each member of the Board, by personal delivery, mail, telecopy or telegram, which notice shall state the time, place (in the Borough of Brooklyn) and purpose of the meeting. In addition, the

President shall call a special meeting upon the written request of three (3) or more members of the Board.

2.10 Waiver of Notice. Any Board member may at anytime waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice by such member of the time and place thereof If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Board; Quorums.

2.11.1 Except as otherwise set forth in subsection 2-11.3, all determinations of the Board shall be made at a meeting of the Board at which a quorum thereof is present. At any Board meeting, a majority of the members thereof shall constitute a quorum and the votes of a majority of such members present shall constitute the decision of the Board.

2.11.2 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Members of the Board may participate in a meeting thereof by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing.

2.12 Compensation. No member of the Board shall receive any compensation.

2.13 Liability of Board and Unit Owners.

2.13.1 To the extent permitted by applicable law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by the Managing Agent shall state that it is made by the Board or the Managing Agent, only as agent for all Unit Owners, that the Board members or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and may also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and, to the extent permitted by applicable law, such Unit Owner's interest in its Unit and its appurtenant Common Interest, so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such

contract may also provide that it covers the assets, if any, of the Board. To the extent permitted by applicable law, Board members shall have no liability to Unit Owners except that a Board member shall be liable for his or her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of such Board member's own bad faith or willful misconduct. The Board may contract or effect any other transaction with any Board member, any Unit Owner, Sponsor, Sponsor's designee or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.13.2 Neither the Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Board or to be paid for as a Common Expense except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Board or any member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, and is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except when caused by the acts of bad faith or willful misconduct of the Board or any member thereof.

2.14 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of two or more members of the Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers of the Board during the intervals between the meetings of the Board insofar as may be permitted by law.

2.15 Principal Office of Board. The principal office of the Board shall be located within the Condominium Property or at such other place in the Borough of Brooklyn reasonably convenient thereto, as may be designated from time to time by the Board.

2.16 Status of Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the New York Condominium Act, the Board shall, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable to the Board.

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

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

2.18 Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.19 Prohibited Transactions. Each member of the Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by applicable law, no contract or other transaction between the Board and either: (i) any of its members, or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Board was present at the meeting or meetings of the Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Board involved in such contract or transaction or a majority of the members thereof or noted in the minutes thereof, and the Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Unit Owners and a majority of Unit Owners shall in good faith authorize, approve or ratify such contract or transaction; or (3) the contract or transaction is commercially reasonable to the Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Board may be counted in determining the presence of a quorum of any meeting of the Board which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction.

## ARTICLE 3

## UNIT OWNERS

3.1 Annual Meetings. On a date not earlier than 10 nor later than 30 days after the earlier to occur of (a) the first anniversary of the first closing of title to a Unit pursuant to a Purchase Agreement or (b) the closing of title to at least 50%, in number and in Common Interest, of all Units, the first annual meeting of Unit Owners shall be held. At such meeting, the incumbent Board shall resign and a new Board shall be elected (as provided herein) consisting of three members. Thereafter, annual meetings of Unit Owners shall be held within four weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Board. At such meetings, the Unit Owners shall elect successors to the members of the Board whose terms of office expire on the day of such meeting and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough of Brooklyn as may be designated from time to time by the Board.

3.3 Special Meetings. The President of the Condominium shall call a special meeting of Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Condominium by not less than 25% in Common Interest of Unit Owners. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Unit Owners shall be given by the Secretary of the Condominium to all Unit Owners of record entitled to vote thereat at their address at the Condominium or at such other address as any Unit Owner has designated by notice in writing to the Secretary of the Condominium at least ten business days prior to the giving of notice of the applicable meeting. Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telecopy, at least ten business days prior to the date fixed for the meeting, with a duplicate copy given at least five business days prior to the date fixed for the meeting. In addition, copies of such notice shall be posted in the lobbies, elevators or other public places in the Building at least five business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least 30 days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Lack of Quorum. If any meeting of Unit Owners cannot be held because a quorum is not present, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote either to adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting, or to hold an informal meeting for the purpose of expressing to the Board their preferences on the business to have been transacted at the meeting.

3.6 Order of Business. The order of business at all regular meetings of Unit Owners shall be as follows:

(a) Roll Call
(b) Proof of Notice of Meeting
(c) Reading of Minutes of Preceding Meeting
(d) Reports of Officers
(e) Reports of Members of the Board
(f) Reports of Committees
(g) Election of Members of Board when so required
(h) Unfinished Business
(i) New Business

3.7 Title to Units. Title to Units may be taken by any individual, corporation, partnership, limited liability company, association, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 Voting.

3.8.1 Each Unit Owner, or a person designated by such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit or Units as set forth herein at all meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by written notice actually delivered to the Secretary of the Condominium by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months (except for a designation of a Permitted Mortgagee to act as the proxy of its mortgagor).

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

3.8.3 If two or more persons or entities own a Unit, they shall designate one person or entity amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary, and the vote of such designee shall be binding upon such designors. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for determining whether a quorum is present for such voting.

3.8.4 Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Unit Owners for quorum and voting purposes.

3.8.5 Subject to the terms of 2.1.2, and except as set forth in 3.9, at all meetings of Unit Owners, each Unit Owner (or its proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Units) shall be entitled to cast one vote for each 1 % of Common Interest attributable to its Unit or Units per member to be elected.

3.9 Majority of Unit Owners. Except as may otherwise be provided by law, as used in these By-Laws and in the Declaration, the term "Majority of Unit Owners" means those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the provisions of 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present.

3.10 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning Units to which more than 50% of the aggregate Common Interests appertain shall constitute a quorum at all meetings of Unit Owners.

3.11 Majority Vote. Except where otherwise provided by law, the Declaration or these By-Laws, at all meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

## ARTICLE 4

## OFFICERS

4.1 Designation. The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in its judgment may be desirable. None of the officers of the Condominium need be Unit Owners or have any interest therein nor be Board members until the first organization meeting of the Board after the first annual meeting of Unit Owners. Thereafter, the President and Vice President of the Condominium must be members of the Board.

4.2 Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organization meeting thereof and shall serve at the pleasure of the Board; except that the initial officers of the Condominium shall be elected by the initial Board and shall hold office at the pleasure of such Board and until their successors are elected.

4.3 Removal of Officers. Except as otherwise required by these By-Laws with respect to the designation of officers of the Condominium, upon the affirmative vote of a majority of the members of the Board present in person or by proxy at a regular meeting of the Board, or at a special meeting of the Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor may be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and of the Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners from time to time as the President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium.

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

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

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

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Board. If, for any reason whatsoever, one member refuses to countersign such an expenditure which has been authorized, the Board shall designate and authorize another Board member to countersign the expenditure.

4.9 Compensation of Officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such.

4.10 Liability of Officers.

4.10.1 To the extent permitted by applicable law, no officer shall have any personal liability with respect to any contract, act or omission of the officers in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners). To the extent permitted by applicable law, officers shall have no liability to Unit Owners except that an officer shall be liable for his or her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each officer against any liability or claim except those arising out of such officer's own bad faith or willful misconduct.

4.10.2 None of the officers of the Condominium shall be liable for either (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such officer, or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, and is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except when caused by the acts of bad faith or willful misconduct of any such officer.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be in writing and either delivered in person or sent by certified mail or by reputable overnight courier service with receipt confirmed to the principal office of the Board or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners and a duplicate shall be sent in like manner to Managing Agent. Except as otherwise provided herein, all notices to any Unit Owner shall be in writing and either delivered in person or sent by certified mail or by reputable overnight courier service with receipt confirmed to the address at the Condominium Property of such Unit Owner or to such other address as may have been designated by such Unit Owner from time to time in writing to the Board. All notices shall be deemed to have been given when delivered in person or three days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or the first business day after deposit with an overnight courier service, as the case may be, except that notices of change of address shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE CONDOM1NIUM

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 From time to time, but at least once per year, the Board will prepare a budget for setting forth its projection of Common Expenses and will allocate the Common Expenses Unit Owners will be assessed Common Charges to meet the Units allocated share of Common Expenses. The Common Charges payable by each Unit Owner will be in proportion to the Unit's percentage Common Interests compared to the total of all Unit Owners. The Board 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, if requested, to Permitted Mortgagees thereof.

The Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners, and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof, however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Common Charges for a subsequent period or paid from a Special Assessment levied against all Unit Owners.

6.1.3 The failure or delay of the Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

6.1.4 In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board shall have the right to levy special assessments to meet the Common Expenses. All special assessments shall be levied against all Unit Owners in proportion to their respective Common Interests. The Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Common Charges.

6.1.5 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element or Limited Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Board, as agent for and on behalf of the Unit Owners, and shall constitute income of the Unit Owners. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.6 Notwithstanding anything contained to the contrary above in this Section 6. 1, the Board shall not reduce the Common Charges payable during any year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Condominium below that necessary to provide the superintendent, and concierge and coverage specified in the Plan, or eliminating or reducing any service or reducing the insurance coverage below that described in the Plan, except with the concurrence of a majority of the members of the Board elected by Unit Owners other than Sponsor or its designee.

6.2 Payment of Common Charges.

6.2.1 All Unit Owners shall be obligated to pay Common Charges assessed by the Board pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the Board determines. Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.2.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against its Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these By-Laws) of such Unit, together with its appurtenant Common Interest. Any Unit Owner may, subject to the terms and conditions of these By-Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing, provided that: (a) such

Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Common Charges (provided that no amounts are owing under any such lien); and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit. However, in no event may a Unit Owner exempt itself from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of its Unit. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to its acquisition of such Unit, except that (i) a mortgagee acquiring title to a Unit at a foreclosure sale, or (ii) to the extent permitted by applicable law, a purchaser of a Unit at a foreclosure sale of a mortgage shall not be liable for, and such Unit shall not be subject to a lien for, the payment of Common Charges assessed against such Unit subsequent to the recording of such mortgage and prior to the acquisition of title to such Unit by such mortgagee or purchaser. Prior to any permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement from the Board, dated as of the date of the closing of title pursuant to any such sale, transfer or other conveyance, setting forth the amount of unpaid Common Charges accrued against the Unit. However, in the event of a foreclosure of a Unit by the Board of its lien on any Unit for unpaid Common Charges, if the proceeds of the foreclosure sale actually received by the Board shall be insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale.

6.2.3 The Board shall promptly provide any Unit Owner who so requests with a written statement of all unpaid Common Charges due to it from such Unit Owner.

6.3 Default in Payment of Common Charges; Lien for Unpaid Common Charges; Other Remedies.

6.3.1 The Board shall take prompt action to collect any Common Charges which remain unpaid for more than 30 days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.3.2 Except to the extent prohibited by law, the Board, on behalf of all Unit Owners, shall have a lien for Common Charges unpaid by any Unit Owner, together with interest thereon, on all Units owned by such Unit Owner, in proportion to their respective Common Interests. Such liens shall be subordinate only to liens for Real Estate taxes and prior recorded Permitted Mortgages on such Unit.

6.3.3 In the event any Unit Owner fails to make payment of Common Charges, the Unit Owner shall be obligated to pay (a) a "late charge" of $.04 for each dollar of such amounts which remain unpaid for more than ten days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts (less any "late charges" theretofore collected on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid

Common Charges, whether, in the case of Common Charges, as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or, in any event, in any other manner permitted by law. In addition, if the Board shall bring an action to foreclose such lien, the defaulting Unit Owner shall be required to pay a reasonable rental for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges", interest, expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Board, acting on behalf of all Unit Owners, shall have the power to purchase the Unit at the foreclosure sale thereof, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the interests appurtenant to such Unit). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.3.5 If a non-occupying Unit Owner rents his unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees within 60 days of the expiration of the grace period after they are due, the Board shall provide written notice to the tenant and non-occupying Unit Owner providing that until such payments are made current, all rental payments are to be made payable to the Condominium Association. Where a majority of the Board has been elected by Unit Owners in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium Association.

Insurance

The Board shall be required to obtain and maintain, to the extent obtainable and to the extent determined by the Board to be appropriate, the following insurance: (a)fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings, decorations, appliances or other personal property not constituting a part of such Unit), together with all service machinery contained therein, and covering the interests of the Condominium, the board and all Unit owners , as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; (b) rent insurance in an amount equal to Common Charges for one year; (c) workers' compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e)plate glass insurance to the extent, if any, determined by the Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all officers, Board members, directors and employees of the Condominium and of the Managing Agent who handle funds of any of the forgoing; (i) directors' and officers' errors and omissions insurance; and (j) such other insurance as the Board may determine from time to time. Each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each Permitted Mortgagee which, as its interest may appear,

subject, however, to the loss payment provisions hereinafter set forth. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a Common Expense and shall be allocated among the Units on the basis of Common Interests.

6.4.2 All such policies shall state that adjustment of loss shall be made by the Board. Insurance proceeds with respect to any loss shall be payable to the Board or Unit Owners entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000.00, shall be payable to a New York City bank or trust company designated by the Board as Insurance Trustee pursuant to the provisions of Section 12.6.

6.4.3 The amount of fire insurance and all risk extended coverage to be maintained with respect to the Condominium (including each Unit, but excluding such items noted in subsection 6.4.1 to be excluded) until the first Board meeting following the first annual meeting of Unit Owners shall be at least $1,500,000.

6.4.4 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability of the insurer as a result of any insurance carried by Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners who have requested the same from the Board in writing. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to all Unit Owners who have requested the same from the Board in writing. Renewals shall be obtained at least ten days prior to the expiration of the then current policies.

6.4.5 The Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Condominium Property, in such amounts as from time to time are carried by prudent owners of comparable properties in the City of New York, and in such limits as the Board, from time to time, may determine, covering (i) the Board, the Managing Agent, each Board member, each officer and employee of the Condominium, and (ii) each Unit Owner and their agents if any, except that such policy will not cover liability of a Unit Owner arising from occurrences within its own Unit or within the Common Elements, if any, exclusive to its Unit. The Board shall review such limits once each year. Until the first meeting of the Board following the first annual meeting of Unit Owners, such liability insurance shall be at least $ 1,000,000 with respect to any occurrence, and at no time and in no event shall such comprehensive general liability insurance afford protection to the limit of less than such amounts. The Board shall also be required to obtain and maintain fidelity insurance covering the Board, the Managing Agent, each Board member and each officer and employee of the Condominium in respect of the maintenance and/or operation of the Building or any part thereon The insurance required in accordance with this subsection 6.4.5 shall also cover cross-liability claims of one insured against another.

6.4.6 Any insurance maintained by the Board may provide for such deductible amounts as the Board determines.

6.4.7 The Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit or any liability with respect to occurrences in or about a

Unit. Unit Owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense, and the Board shall not be prohibited from carrying additional insurance, provided that any such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

6.5 Repair or Reconstruction after Fire or Other Casualty.

6.5.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless three-fourths or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration). the Board will arrange for the prompt repair and restoration thereof (including each Unit, but excluding appliances, fixtures, furniture, furnishings or other personal property not constituting a part of such Unit) and the Board or the Insurance Trustee (as defined in Section 12.6 below), as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

6.5.2 If three-fourths or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Condominium Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit in the order of the priority of such liens. As used in this Section 6.5, the words "promptly resolve" mean not more than 60 days from the date of such damage or destruction.

6.5.3 Any dispute between the Unit Owners or between any Unit Owner and the Board arising under this Section 6.5 shall be determined by Arbitration.

6.6 Maintenance and Repairs.

6.6.1 Except as otherwise provided in the Declaration or these By-Laws: (a) all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units and appliances (i) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) and the interior side of entrance doors thereto, shall be made by the owner of such Unit at such Unit Owner's sole cost and expense; provided that, in each instance that any such work is to be done within a Unit (other than Unsold Units), the Unit Owner thereof will utilize only such contractors, workers and suppliers as are on the Managing Agent's then approved list, which list may change from time to time in the Managing Agent's or the Board's sole discretion; (ii) in or to the General Common Elements shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to the Unit Owners; and (iii) in or to the Limited Common Elements shall

be made by the Board and the cost and expense thereof shall be shared by all Unit Owners in proportion to their respective Common Interests; and (b) a Unit Owner shall not be responsible for the cost of painting, decorating, maintenance, repairs or replacements on or to any Unit other than to its own Unit (and any Limited Common Elements included in any such Unit) and the Common Elements.

6.6.2 Notwithstanding the provisions of subsection 6.6. 1:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Condominium Property or any part thereof is necessitated by the negligence, misuse, neglect or abuse of (i) any Unit Owner, the entire cost thereof shall be borne by such Unit Owner, or (ii) the Board, the entire cost thereof shall be charged to all Unit Owners as a Common Expense, except to the extent in either case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted. All exterior glass surfaces shall be washed and cleaned by the respective Unit Owners, as required by the Board from time to time, at the Unit Owners' cost and expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Board, at the expense of all Unit Owners, as a Common Expense (unless such breakage is caused by a Unit Owner, in which event such replacement of glass windows shall be done by the Board, at the expense of such Unit Owner).

6.6.3 Each Unit and all portions of the Common Elements shall be kept in first class condition (and with respect to any roof or other part of the Condominium Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas which are exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by: (a) the Board, with respect to such parts of the Building required to be maintained by it; and (b) each Unit Owner, with respect to the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to its Unit.

6.6.4 In the event that any Unit Owner, after receipt of written notice from the Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within five days after receiving notice of such default by the Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible as aforesaid, together with interest thereon at the rate of 2% per month (but in no event in excess of

the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

6.7 Alterations of Units.

6.7.1 Except as otherwise provided in the Declaration, no Unit Owner (other than Sponsor or its designee as the owner of Unsold Units) shall make any alteration, addition, improvement or repair in or to its Unit if the same would affect the structure or systems of the Building, without the prior written approval of the Board, which approval will not be unreasonably withheld. Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to a Unit, the Board, at its option, may require the Unit Owner to execute an agreement, in form and substance satisfactory to the Board, setting forth the terms and conditions under which such Alteration (as defined below) may be made.

6.7.2 All repairs which would affect the structure or systems of the Building and all alterations, additions and improvements (all of the foregoing, collectively, "Alterations") to any Unit shall be made in accordance with plans and specifications, which plans and specifications shall be subject to review and approval by the Board. All Alterations shall be performed:

(i) at the Unit Owner's sole cost and expense;

(ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Units or the Building;

(iii) during only such days and hours as may be specified by the Board in its reasonable judgment;

(iv) only after obtaining such insurance, naming the Board, as the Board or the Managing Agent may require;

(v) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the Board then approved list, as such list may change from time to time, in the sole discretion of the Board or the Board; and

(vi) in compliance with the Declaration, these By-Laws, the Rules and Regulations, the overall Building standards and all applicable laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi- governmental authorities, including, without limitation, the requirements of the New York City Department of Buildings, and the boards of fire underwriters having jurisdiction thereof (all such laws, ordinances, orders, rules, regulations and requirements being sometimes hereinafter collectively referred to as "Legal Requirements").

The Unit Owner performing or causing, permitting or suffering such Alterations to be performed shall, if required by the Board, pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations, (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement

and completion of any Alterations (and copies thereof shall be delivered to the Board promptly after the issuance thereof and prior to the commencement of any alterations, additions, improvements or repairs), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary, and (z) any architectural, engineering and legal fees incurred by the Board in connection with such work. Neither the Board nor any Unit Owner (other than the Unit Owner making or causing, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these By-Laws, the Rules and Regulations and the provisions of any Legal Requirements insofar as the same relates to Alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, an), Alteration shall be deemed to have agreed to indemnify and hold the Board, the Managing Agent and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.7.3 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Unit so approved by the Board shall, if required by law or such department or authority, be executed by the Board, provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, supplier, architect or engineer on account of such Alteration or to any person having any claim for injury to person or damage to property arising therefrom.

6.7.4 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Legal Requirements), however, Sponsor and its designee shall have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Board, to: (i) make any alterations, additions, improvements and repairs in or to any Unsold Units, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; and (ii) subdivide, combine and change the boundary walls of Unsold Units. Additionally, an initial purchaser of an Unsold Unit shall have the right, without the approval of the Board, to make any Alterations in or to its Unit, provided that Sponsor or its designee has consented to the same in writing at or prior to the closing of title to such Unit, and that such purchaser complies with all of the other requirements of this Section 6.7.

6.7.5 In addition to the requirements set forth above in this Section 6.7, until a permanent Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any Alterations in or to its Unit without first notifying Sponsor of the same in writing and complying with Sponsor's reasonable requirements with respect to the same. Such requirements may include, but need not be limited to, the requirements that:

(i) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued;

(ii) the Unit Owner posts a bond or other similar security that is reasonably acceptable to Sponsor in an amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(iii) such work not be commenced until the Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(iv) such work be diligently prosecuted to completion in compliance with a plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(v) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(vi) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(vii) the Unit Owner shall indemnify and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of a Legal Requirement or due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with the same; and

(viii) all contractors shall be duly licensed to the extent required by applicable Legal Requirements and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Board), such work shall be performed solely by union members.

If any Unit Owner commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in connection with the same, Sponsor shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until such Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to perform any and all work in and to such Unit Owner's Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the

Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Sponsor shall be borne by such Unit Owner and shall be paid to Sponsor within fifteen (15) days of Sponsor's written demand therefor.

6.8 Alterations to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any General Common Element shall be made by the Board and the cost thereof shall be charged to all Unit Owners as a Common Expense; and alterations, additions, improvements or repairs in or to any Limited Common Elements will be made by the Board, and the cost thereof will be shared by all Unit Owners in proportion to their respective Common Interests. Whenever, in the judgment of the Board, the cost of any such alterations, additions, improvements and repairs would exceed $10,000 in the aggregate in any calendar year, then the same shall not be made unless first approved by a Majority in Interest of the Unit Owners required to bear the cost and expense thereof in accordance with the or unless the same is necessary to comply with applicable laws or regulations, to remedy any violation imposed against the Condominium Property, or to comply with a proper work order of an insurer of the Condominium Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Condominium Property. In any such event, the Board may, in its discretion, assess each Unit Owner liable therefor for its pro-rata share of the cost of such alterations, additions, improvements and repairs, according to its percentage of Common Interests, as part of the Common Charges. Any additions, alterations, improvements and repairs costing $ 10,000 or less, in the aggregate, in any calendar year may be made by the Board without the approval of the Unit Owners.

6.9 Use of Units

6.9.1 A Residential Unit may be used only as a residence and, subject to compliance with these By-Laws, for a lawful home occupation. A Residential Unit may only be occupied by (i) any individual who is a Unit Owner or permitted lessee, (ii) any officer, director, stockholder or employee of any corporation which is a Unit Owner or permitted lessee, (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee, (iv) the fiduciary or beneficiary of any fiduciary which is a Unit Owner or permitted lessee and member and/or non-paying guests of any of the forgoing.

6.9.2 Storage Units may only be owned by owners of Residential Units and may not be used for storing any toxic or noxious substances or property.

6.9.3 The Parking Space Units ("PS Units") may be owned by owners of Residential Units only.

Parking Space #4 has been designated as a handicapped parking space and will be the last parking space to be sold unless it has been previously sold to a handicapped person. The purchase of Parking Space #4 and any subsequent sale, transfer or hypothecation of it, is hereby subject to the following covenant and restriction which will be placed in the deed unless it is owned by a handicapped person:

In the event the present or future Owner of a Unit, or member of his or her family, is or becomes handicapped and acquires handicap plates for his or her vehicle, and said Unit Owner is the Owner of a Parking Space, said Unit Owner has the right to demand that the Owner of Parking Space #4 trade the handicapped parking space he/she owns with said handicapped Owner.

In the event the present or future Owner of a Unit, or member of his or her family, if or becomes handicapped and said Unit Owner does not own a Parking Space, said Unit Owner has the right to demand that the Owner of Parking Space #4 sell it at the then current, fair market value, to said handicapped Owner. All costs and expenses entailed in the transfer of title to the parking spaces, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

If the parties can not agree on the fair market value of the Parking Space then the parties agree to submit the matter to binding arbitration in accordance with Article XIII of the By-Laws of the Condominium. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed

e. If to the Condominium Board, to the Condominium Board at its principal office with a photocopy sent to the Managing Agent (if any) at its principal office address;
f. If to a Unit Owner other than Sponsor or its designee, to such Unit Owner at his or her address at the Property;
g. If to Sponsor or its designee, to Sponsor or such designee; and
h. If to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

The Owner of Parking Space #4 must comply with the aforementioned demand upon thirty (30) days notice.

6.10 Use of Common Elements.

6.10.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.10.2 The Owner or Owners of any one or more Units, which Unit or Units are the only Unit or Units serviced or benefited by any Common Element adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, to the extent permitted by applicable law and with the consent of the Board (which consent shall not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners shall be Sponsor or its designee), have the exclusive right to use that portion of the Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however, that such Unit Owner or Owners, at their sole cost and expense, shall (a) be responsible for the

operation, maintenance and repair of that portion of the Common Elements for so long as such Unit Owner or Owners exercise such exclusive right of use, and (b) restore that portion of the Common Elements to its original condition, reasonable wear and tear excepted, after such Unit Owner or Owners cease to exercise such exclusive right of use. The owner of any such Units which are Unsold Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board

6.10.3 Notwithstanding the foregoing, landings which serve fewer than four Units may be decorated and/or furnished by the adjoining Unit Owners as they desire, at their expense, provided that each such Unit Owner consents in writing thereto, and the Board gives its written consent to such decoration and/or furnishing, which consent of the Board may not be unreasonably withheld or delayed. After an elevator landing is decorated and/or furnished by the Unit Owners serviced by the same, the Owners of such Units, and not the Board, will be
responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same.

6.11 General Provisions as to Use.

6.11.1 No nuisance shall be allowed in the Condominium Property nor shall any use or practice be allowed in the Condominium Property which interferes with the peaceful possession or proper use of the Condominium Property by its occupants. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any portion thereof All laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Condominium Property, shall be complied with at the sole expense of whichever of the Unit Owners or the Board shall have the obligation to maintain or repair such portion of the Condominium Property.

6.11.2 The Board, in its discretion, may grant permission for the use of a Unit for any other purpose (including use as a home office), provided such use is permitted by law, does not violate the then existing Certificate of Occupancy for such Unit, and the Unit Owner thereof complies with all applicable governmental regulations. Such permission by the Board shall be in writing and shall be personal to the Unit Owner. Any successor in title to such Unit shall be required to obtain the prior written approval of the Board before using such Unit for any purpose other than those expressly set forth above.

6.11.3 No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased.

6.11.4 Sponsor or its designee, without the permission of the Board, may (a) use or grant permission for the use of any Unsold Unit for any purpose (including, without limitation, use for a home occupation), provided such use is permitted by law, does not violate the then existing Certificate of Occupancy for such Unit, and the user of such Unit complies with all applicable governmental regulations; (b) use any one or more Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations; and (c) lease and show Unsold Units to any party(ies).

6.12 Right of Access.

6.12.1 Each Unit Owner shall grant a right of access to its Unit and to its balcony, porch , roof terrace and/or yard (as applicable) to the Board, the Managing Agent and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Condominium Property; curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in its Unit and threatening another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical or electrical services or other portions of the Common Elements within its Unit or elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Unit are made not less than one day in advance, and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with or with the use of the other Units for their permitted purposes. In case of an “emergency" (i.e., a condition requiring repairs, replacements or installations immediately necessary for the preservation or safety of all or any portion of the Condominium Property or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building or with respect to all or any portion of the Condominium Property), such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.12.2 Each Unit Owner shall grant a right of access to its Unit and to its porch, yard, balcony and/or rooftop terrace (as applicable), and the Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees, for the purpose of fulfilling Sponsor's obligations as set forth in the Offering Plan, provided that access thereto shall be exercised by Sponsor, with respect to any Unit, in such a manner as will not unreasonably interfere with the use of the Unit for its permitted purposes.

6.13 Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the Units and Common Elements. The Board may from time to time modify, amend or add to such Rules and Regulations, except that (a) a Majority of Unit Owners may overrule the Board with respect to any such modification, amendment or addition, and (b) no modification, amendment or addition affecting the Unsold Units may be made unless agreed to, in writing, by Sponsor or its designee and by all the owners of such Units who are affected by such modification, amendment or addition. Copies of any newly adopted, or any modifications, amendments or additions to, the Rules and Regulations shall be furnished by the Board or Unit Owner responsible therefor to each affected Unit Owner not less than 30 days prior to the effective date thereof.

6.14 Real Estate Taxes, Water Charges and Sewer Rents.

6.14.1 Water for the Building shall be supplied by The City of New York. Unless and until water charges and sewer rents are billed directly to Unit Owners by the proper authority, the Board shall promptly pay such charges and rents as a Common Expense, and the Unit Owners

shall be required to reimburse the Board, as a Common Charge, for their proportionate share of such charges and rents.

6.14.2 Until the Units are separately assessed and billed for real estate tax purposes, the Board will pay all real estate taxes with respect to the Condominium Property to the Department of Finance of The City of New York (or directly to Sponsor if Sponsor has paid such taxes) and allocate the cost thereof among all Units as follows: The Board shall allocate such share among the individual Units in each in the ratio of the percentage of Common Elements held by each Unit Member total initial offering prices of all Units in such class. Each Unit Owner will then reimburse the Board for his or her allocated share. Such reimbursement shall be payable as if it were a Common Charge. Such taxes will be paid in a timely manner so that no lien will be placed on the Condominium Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Condominium Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against any other Units.

6.14.3 In the event of a proposed sale of any Unit, the Board (so long as the Board is still collecting and paying such real estate taxes and/or water charges and sewer rents), upon the written request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such Owner's Unit to the date of the closing of title to such Unit.

6.14.4 In the event any Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

6.15 Electricity. Electricity for each Unit shall be supplied through separate electric meters. Each Unit Owner shall be required to pay bills for electricity consumed or used in its Unit to the utility company.

6.16 Remedies for Violations of By-Laws or Rules and Regulations by Unit Owners.

6.16.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained therein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws or the Declaration, (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided

that the Board gives the Unit Owner notice (which may be by telephone or telegram) that such violation exists, that repairs or replacements are necessary and that the Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Board may deem appropriate, and the Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

6.16.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Sponsor or its designee shall give to Sponsor and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

## ART1CLE 7

## MORTGAGES

7.1 Notice to Board. A Unit Owner who mortgages its Unit or the holder of such mortgage, shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board, and such Unit Owner shall, prior to the making of such mortgage, satisfy all unpaid liens against its Unit. A Unit Owner who satisfies a mortgage covering its Unit shall so notify the Board and shall file a conformed copy of the satisfaction or mortgage with the Board.

7.2 Notice to Mortgagees of Default and Unpaid Common Charges. Whenever so requested in writing by a mortgagee of a Unit, the Board shall promptly report to such mortgagee any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under any of the provisions of the Declaration or these By-Laws which, to the Board's knowledge, may then exist. The Board, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to any mortgagee thereof, if so requested. However, the Board shall have no liability for any failure, through oversight or negligence, in notifying a mortgagee of such default by its mortgagor, provided that the Board shall advise such mortgagee of the default promptly after discovering such failure.

7.3 Performance by Mortgagees. The Board shall accept payment of any sum of money or performance of any act by any mortgagee of a Unit Owner required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

7.4 Examination of Books. Each Unit Owner shall be permitted to examine the books of account of the Condominium upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any

determination or act of the Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

## ARTICLE 8

## SELLING, LEASING AND MORTGAGING OF UNITS

8.1 Sales and Leases of Units. Subject to the terms of Section 8.7 hereof, each Unit Owner may sell its Unit or lease its Unit specifically, this Section 8.1:

8.1.1 (a) Subject to the terms of Section 8.8, any contract to sell a Unit together with its appurtenant Common Interest, or any lease of a Unit (collectively, the "Sale Agreement or Lease") shall contain the following provision: "This Agreement, and the rights and obligations of the parties hereunder, are hereby expressly subject to the right of first refusal of the Board of Managers of 255 1st Street Condominium in respect of the transaction described herein, pursuant to the terms of Article 8 of the By-Laws of 255 1st Street Condominium." (All Unit Owner who has entered into a Sale Agreement or Lease is herein referred to as the "Offer Unit Owner" and the prospective purchaser or tenant is herein referred to as the "Outside Offeror.")

(b) Promptly after a Sale Agreement or Lease has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Board, by certified or registered mail, return receipt requested, or by reputable courier guaranteeing overnight delivery; such notice shall be accompanied by a fully executed duplicate original of the Sale Agreement or Lease, containing all of the terms offered in good faith by the Outside Offeror. The giving of such notice to the Board shall constitute an offer by the Offeree Unit Owner to sell its Unit, together with its appurtenant Common Interest, or to lease its Unit, as the case may be, to the Board, or its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as contained in such Sale Agreement or Lease, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board, on behalf of all Unit Owners, that such Sale Agreement or Lease is bona fide in all respects and contains the complete terms of the transaction. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board may reasonably request. Not later than 20 days after receipt of such notice, together with such further information as may have been requested, the Board may elect, by sending written notice, by certified or registered mail, return receipt requested, or by reputable courier guaranteeing overnight delivery, to such Offeree Unit Owner before the expiration of said 20-day period, to purchase such Unit, together with its appurtenant Common Interest, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Sale Agreement or Lease and as stated in the Offeree Unit Owner's response(s) to requests by the Board for further information, as provided for above.

8.1.2 In the event the Board shall timely elect to purchase such Unit, together with its appurtenant Common Interest, or to lease such Unit, as the case may be, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Board, in accordance with the terms of the Sale Agreement or Lease within 60 days after the giving of notice by the Board of its election to accept

such offer; provided, however, that in the event that the closing date of the purchase or the commencement date of the term of the lease, as the case may be, set forth in the Sale or Lease. Agreement shall be later than 60 days after the giving of notice by the Board of its election to accept the aforesaid offer, the Board shall be required to perform or cause to be performed all of the terms of the Sale Agreement or Lease (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a downpayment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be, and such closing of title or the commencement of the term of the Lease shall be on the date set forth in the Sale Agreement or Lease as the intended closing date or commencement date, as the case may be. If, pursuant to such Sale Agreement or Lease, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, in the case of a sale, the Board may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit (together with its appurtenant Common Interest) is to be sold, shall convey the same to the Board, or its designee, corporate or otherwise, on behalf of all Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York. Real estate taxes (including, water charges and sewer rents, if separately assessed), mortgage interest, if applicable, Common Charges and rent, if applicable, shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, covering such Unit, for the rental and term contained in the Lease.

8.1.3 In the event the Board or its designee shall fail to accept such offer within 20 days after receipt of notice, or waives such election in writing, as aforesaid, the Offeree Unit Owner shall have an additional 90 days after the earlier of the expiration of such 20-day period or waiver in writing by the Board, to consummate the transaction set forth in the Sale Agreement or Lease. In the event the Offeree Unit Owner shall not, within such 90-day period, so consummate the transaction, or should the terms of the Sale Agreement or Lease be amended or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Offeree Unit Owner, then the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8. 1.

8.1.4 Any deed to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the provisions of the Declaration, these By-Laws, the Rules and Regulations, in each case as the same may be amended from time to time, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

8.1.5 Any Lease to an Outside Offeror shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board, that the tenant shall not assign its interest in such Lease or sublet the dernised premises or any part thereof without the prior consent in writing of the Board and that the Board shall have power to terminate such Lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such Lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York or otherwise. Such Lease shall also

provide that it is and shall be subject and subordinate to these By-Laws and the Rules and Regulations.

8.1.6 Except as hereinbefore set forth, the form and substance of any such Lease executed by the Board or an Outside Offeror shall be the then current form of lease approved by the Board (as the same may be changed from time to time). Any Lease executed by the Board as tenant shall provide that the Board may enter into a sublease of the demised premises without the consent of the landlord and without paying to the landlord any portion of the rent received from the subtenant.

8.1.7 If a Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock other than through any recognized national securities exchange or "over-the-counter" market, or if a Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Board, as described in this Section 8.1.

8.1.8 Any purported sale or lease of a Unit in violation of this Section 8.1 shall be voidable at the election of the Board and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Unit Owner as the purported seller or landlord, as the case may be. Said Unit Owner shall reimburse the Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.2 Consent of Unit Owners to Purchase or Lease of Units by Board. The Board shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a Majority of Unit Owners with respect to a sale and the affirmative vote of a majority of the members of the Board for a lease. However, the Board shall have the right to release or waive such option without the prior approval of a Majority of Unit Owners.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Interest of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of Units. Nothing in this Section 8.3 shall prohibit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Board only in the manner provided in Section 8.5. In the event the Board shall release or waive its right of first refusal as to any Unit, such Unit, together with its appurtenant Common Interest, may be sold, conveyed or leased in

accordance with the Sale Agreement or Lease and the other information supplied by the Offeree Unit Owner to the Board pursuant to Section 8.1 hereof, subject to the provisions of subsection 8.1.3. The Board may establish reasonable fees for the consideration as to the waiver of any right of first refusal, which fees shall be payable by the selling or leasing Unit Owner (but not Sponsor or its designee), as the case may be, to the Managing Agent or Transfer Agent.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or any other officer of the Condominium stating that the provisions of 8..1 have been satisfied by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board and that, as a result thereof, the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely on such certificate in good faith.

8.6 Financing of Purchase of Units by Board. The purchase of any Unit, together with its appurtenant Common Interest, by the Board or its designee, corporate or otherwise, on behalf of all liens against their Units, other than Permitted Mortgages.

8.7 Exceptions. The provisions of Section 8.1 shall not apply to the lease, sale or conveyance of any Unit, together with its appurtenant Common Interest, by: (a) the Unit Owner thereof to his or her spouse, adult children, parents, adult siblings or to any combination of them, or to a trust for the benefit of any one or more of them and/or any one or more minor children of any of them (collectively, "family members"), or to any affiliate (as defined below) of the Residential Unit Owner thereof or the owner of any interest in a Unit Owner which is a corporation, partnership, limited liability company or other entity; (b) Sponsor or its designee with respect to Unsold Units; (c) the Board; (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) a Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Mortgage or by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of (i) a Unit to a Mortgagee or a purchaser at a foreclosure sale of a Mortgage in connection with a foreclosure or sale in lieu of same; The term "affiliate" shall be deemed to be any individual or entity that owns 50% or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, (with respect to a Unit Owner which is not an individual), or any entity with respect to which such Unit Owner or owner of an interest in a Unit Owner, as the case may be, (individual or otherwise) owns 50% or more of the legal and beneficial interest.

8.8 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his or her Unit by gift, or may devise his or her Unit by will, or have his or her Unit pass by intestacy, without complying with the provisions of 8. 1, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 8.

8.9 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, as tenants-in-common, all such

Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Condominium Property as herein provided.

8.10 Payment of Assessments. Unit Owners shall not be permitted to sell, convey, Mortgage, pledge, hypothecate or lease their Units unless and until they shall have paid in full to the Board all unpaid Common Charges and other amounts required by the Board to be paid and theretofore assessed by the Board against such Units and until such Unit Owners shall have satisfied all unpaid

## ARTICLE 9

## CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Elements, then, subject to the provisions set forth below, the Board will arrange for the prompt repair and restoration of the part of the Common Elements so taken. The award made for any such taking shall be payable to the Board, provided, however, that if any such award exceeds $1,500,000, such award shall be payable to the Insurance Trustee (as defined in Section 12.6 hereof) and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be (a) borne and shared by all Unit Owners with respect to any taking of the Elements pro rata in accordance with their Common Interests and (b) home and shared by all Unit Owners with respect to any taking of the Limited Common Elements pro rata. in accordance with their Common Interests; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens on any such Unit in the order of the priority of such liens. Notwithstanding any provisions contained herein to the contrary, if seventy-five (75 %) percent or more of the Limited Common Elements and/or Common Elements, in the aggregate, are so taken, such repairs or restorations shall not be made unless seventy-five (75%) percent or more of all Unit Owners (including Sponsor or its designee, if Sponsor or such designee shall then own any Units), both in number and in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the repairs and restoration shall not be performed and the Condominium Property shall be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of the resulting sale, and the net proceeds of any such award with respect to the taking shall be divided among the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to reduce all unpaid liens on his Unit in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than 60 days from the date of such taking.

## ARTICLE 10

## RECORDS AND AUDITS

10.1 Records. The Board or the Managing Agent for the Condominium shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Board shall keep a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges and other amounts required by the Board to be paid in respect of such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end, of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant, shall be submitted by the Board to all Unit Owners, and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Board shall be paid by the Unit Owners as a Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans (as such term is defined in the Offering Plan), as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours, upon reasonable prior notice.

## ARTICLE 11

## ARBITRATION

11.1 General Procedure. Any arbitration provided for in these By-Laws or the Declaration shall be conducted before one arbitrator in New York City -by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect; the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. Notwithstanding the foregoing, any arbitration held pursuant to the declaration or these By-Laws with respect w a dispute which arose prior to the first annual meeting of Unit Owners, shall be non-binding. In the event that the American Arbitration Association shall not then be in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of Kings. The decision of the arbitrator so chosen shall be given within ten days after his or her appointment. Any arbitrator appointed or selected in connection with any arbitration hereunder shall be a member of a law firm whose principal office is in the City of New York and which has at least five members.

11.2 Costs and Expenses. 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 a 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 its counsel and expert witnesses. All costs and expenses paid or incurred by the Board in connection with any arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of 11. 1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including without limitation. The manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

## ARTICLE 12

## MISCELLANEOUS

12.1 Consents. Wherever the consent, approval or satisfaction of Sponsor or its designee is required under these By-Laws or the Declaration, such consent, approval or satisfaction shall not be required when there are no remaining Unsold Units.

12.2 Waiver. No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

12.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.4 Certain References.

12.4.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.4.2 The terms "herein," "hereof' or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used.

12.4.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.5 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, parry or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.6 Insurance Trustee. The Insurance Trustee shall be a bank or trust company having an office located in The City of New York, designated by the Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns

or is replaced by the Board, the Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in The City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

12.7 Successors and Assigns of Sponsor. The rights and/or obligations of Sponsor or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Sponsor or its designee or, with the consent of Sponsor or its designee, any transferee of all of the then Unsold Units. Subject to the foregoing, Sponsor or its designee shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests herein, whether by merger, consolidation, lease, assignment or o1herwise.

12.8 Covenant of Further Assurances.

12.8.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.8.2 If any Unit Owner or any other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action which such Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shal1 be binding on such Unit Owner or other party, as the case may be.

## ARTICLE 13

## AMENDMENTS TO BY-LAWS

Amendments by Unit Owners. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any Unsold Units, any provision of these By-Laws or the Rules and Regulations affecting (a) only the Units or the Common Element or the Unit Owners may be amended, modified, added to or deleted by the affirmative vote of at least 75% in Common Interest of all Unit Owners provided, however, that the use of Units or the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners affected thereby. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any

Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Board, as attorney-in-fact, coupled with an interest, for the Unit Owners. Each duly adopted amendment, modification, addition or deletion to these By-Laws shall be effectuated by an instrument recorded in the City Register's Office.

13.2 Amendments Affecting Sponsor or its Designee. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way against (a) Sponsor or its designee, for so long as Sponsor is the owner of one or more Units, or any Unsold Unit, unless Sponsor has given its prior written consent thereto, or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

## EXHIBIT A TO BY-LAWS

RULES AND REGULATIONS OF
255 1st Street Condominium

1 . The sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose by Unit Owners and their invitees other than the respective purposes for which they were intended

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors or stairways of the Building nor shall any fire exit thereof be obstructed in any manner.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, lobbies, vestibules, corridors or stairways of the Building.

4. No public hall or vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner, except as otherwise expressly provided in the By-Laws.

5. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Unit, unless otherwise required by law and as approved by the Board.

7. No radio or television aerial shall be attached or hung from the exterior of

the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the Managing Agent; nor shall anything be projected from any window of the Building without similar approval.

8. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board other than air conditioning units which can be placed in the existing portion of the window designated by the Board of Managers and which can be operated with the existing service provided to the unit holder.

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

10. No mopeds, motorcycles, bicycles, scooters or similar vehicles shall be taken into or from the Building through the main entrances or be allowed in any of the elevators other than the elevators designated by the Board or the Managing Agent for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Building.

11. No Unit Owner shall make or permit any disturbing or objectionable noises, odors or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, stereo system, or radio or television set or other loudspeaker in such Unit Owner's Unit between midnight and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

12. No bird, insect, reptile or animal shall be permitted, kept or harbored in the Building unless in each instance expressly permitted in writing by the Board or the Managing Agent. Such consent, if given, shall be revocable by the Board or such Managing Agent in their sole discretion, at any time. Notwithstanding the foregoing, a Unit Owner (but no other or tenant or occupant of any Unit) may keep as pets in his or her Unit not more than two domestic dogs, not exceeding twenty (20) pounds each (other than for visually impaired individuals), domestic cats, caged birds and fish and other domestic animals provided that such pets do not constitute a health hazard, unsanitary condition or nuisance to any other Unit Owner, tenant or occupant. Any pet constituting a nuisance shall be permanently removed from the Building within one week after notice from the Managing Agent. In no event shall any bird, reptile or animal be permitted in any in any of the public portions of the Building, unless carried or on a leash.

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

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

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

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

18. Complaints regarding Building services shall be made in writing to the Board or to the Managing Agent.

19. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

20. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance.

21. If any key or keys are given or lent by a Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit, automobile, trunk or other item of personal property, the use of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

22. Nothing shall be done or kept in any Unit which would increase the rate of insurance of the Building or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit which will result in the

cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

23. Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to disposal and recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials. The Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board may also establish other rules and regulations regarding the recycling of trash. Any costs incurred by the Board to enforce the rules and regulations of the Board or the requirements of applicable law regarding the recycling of trash against a Unit Owner, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Unit Owner as additional Common Charges. Unit Owners will comply with the following procedures with respect to the use of the refuse receptacles: (a) wrap dust, flour and powdered waste before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the receptacles; (d) crush into tight bundles all loose papers before placing the same in the receptacles; (e) deposit all bundles of waste into the receptacles; and (f) refrain from depositing waste of an explosive nature therein. Unit owners shall deposit waste and refuse in the containers provided either before 8:00 am or after 10:00 pm at night only. Any refuse not disposable by depositing same in the trash room must be picked up directly from the Unit by Building personnel at such times and in such manner as the Board or the Managing Agent shall determine.

24. Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building, except that each of the Unit Owners of a penthouse Unit with a private terrace located on the roof (and its family) may enter upon the roof and use its private terrace located on the roof for its intended purpose, in accordance with guidelines adopted by the Board from time to time for such use.

25. No Unit Owner, tenant or occupant of a Unit shall conduct any group tour or exhibition of any Unit or its contents or any auction sale in any Unit, without the prior consent of the Board or the Managing Agent.

26. In the event that any Unit is used for home occupation purposes, which are permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

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

28. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character,

security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Unit Owner or other occupant.

29. Notwithstanding any references to "Unit Owner" in these Rules and Regulations, the Rules and Regulations of the Condominium shall be binding upon all Unit Owners and all tenants, guests and other occupants of the Condominium. Unit Owners shall be responsible for enforcing compliance with, and liable for any violation of, the Rules and Regulations by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Units.

**THIS PAGE INTENTIONALLY LEFT BLANK**

# CERTIFICATIONS

**THIS PAGE INTENTIONALLY LEFT BLANK**

SPONSOR'S CERTIFICATION

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

Re: 255 First Street Condominium, Brooklyn, NY

We are the sponsors and principals of the sponsor for the Condominium Offering Plan for the captioned property.

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 Department of Law 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 certify that the Offering Plan does, and that documents submitted hereafter by us, which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth , or (d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to civil and criminal penalties of the General Business Law and Penal Law.

255 First Street Condominium

261 1st Condominium Associates LLC

Citywide LLC, member

By: Leon Goldstein

AD Realty LLC, member

By: Steven Sharabi

Leon Goldstein

Steven Sharabi

Sworn to before me this
5 day of June, 2007

Notary Public

ELLEN MARKS
NOTARY PUBLIC STATE OF NEW YORK
NO. 02MA4973231 KINGS COUNTY
COMMISSION EXPIRES OCT. 15, 200_8

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

BETANCOURT ASSOCIATES
335 7th AVENUE
BROOKLYN, NEW YORK 11215

STATE OF NEW YORK )
SS:
COUNTY OF KINGS )

Re: 255 First Street Condominium
Brooklyn, New York

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule(s) B, containing projections of income and expenses for the first year of condominium operation. Betancourt Associates is a licensed real estate, brokerage and management firm. Paul T. Betancourt, the licensed real estate broker and principal of the firm has been engaged in the real estate business in New York City since 1985. The firm has also participated as selling and managing agent for many apartment buildings in this city.

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 23 insofar as they are applicable to Schedule(s) B.

We have reviewed the Schedule(s) and investigated the facts set forth in the Schedule(s) and the facts underlying it with 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(s) B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule(s):

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where We:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement 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 for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Betancourt Associates

By: _____
Paul T. Betancourt

Sworn to before me this
24 day of April 2007

_____
Notary Public

GABRIELLA SALAS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6162078
Qualified in Kings County
My Commission Expires March 05, 2011

ARCHITECT'S CERTIFICATION

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

Re: 255 1st Street
Brooklyn, New York

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership, retained me, to prepare a report describing the proposed construction and/or renovation of the property (the "Report"). I prepared the plans and specifications on 2007 and the report dated February 14, 2007.

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 renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgement concerning the description and/or physical condition of the property as it will exist upon completion of renovation and/or 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 material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as the the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owed or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

By: _____
Steven Kratchman

Sworn to before me this
23rd day of April, 2007

_____
Notary Public

ABRAHAM HAROONI
Notary public, State of New York
No. 41-4934341
Qualified in Nassau County
Commission Expires June 6, 2010