CONDOMINIUM OFFERING PLAN

THE 291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET
BROOKLYN, NEW YORK 11211

Total Residential Units....8	
Total Amount of Offering	$4,369,300.00
	$4,369,300.00

SPONSOR AND SELLING AGENT:

DEVOE PROPERTIES, LLC
199 LEE AVE., SUITE 119
BROOKLYN, NEW YORK 11211

Date of acceptance for filing of this offering Plan is July 29, 2008
This plan may not be used after July 28, 2009 unless extended by a duly filed amendment.

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

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

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

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

Prepared By:

Harold L. Gruber, Esq.
92 Prospect Place
Brooklyn, New York 11217
(718) 788-7722

THIS OFFERING PLAN HAS BEEN AMENDED.
SEE INSIDE COVER.

AMENDMENT No. 5

TO THE CONDOMINIUM OFFERING PLAN FOR

THE 291 DEVOE STREET CONDOMINIUM

291 Devoe Street
Brooklyn, New York 11211

Dated: March 1, 2011

The Offering Plan accepted for filing on or about July 29, 2008, amended August 17, 2010 (Amendment No. 1), September 3, 2010 (Amendment No. 2), November 10, 2010 (Amendment No. 3) and January 25, 2011 (Amendment No. 4), is hereby further amended as follows:

I. REVISED CONDOMINIUM BUDGET

Annexed hereto as Exhibit "A" is a copy of the revised Budget (Schedule B) to the Offering Plan. The budget reflects the fact that because of the small size of the Condominium, the building will be self managed by the Board of Managers and therefore, the management fee has been omitted. In addition, the budget has been modified to reflect a revised reserve and insurance premium.

The Board of Managers of the Condominium will be responsible for the management of the Condominium, and may perform this function itself or hire a managing agent in the future to perform the duties of a managing agent for residential property. During the period Sponsor controls the Board of Managers it will manage the Condominium itself. In performing its duties, the Board of Managers or a managing agent employed by it, may engage contractors for the purpose of carrying out the maintenance and repair of the Condominium. **No representation is made as to the costs, terms or availability of a managing agent in the event the Board decides to hire one in the future.**

A Certification of the Adequacy of the Budget is annexed hereto as Exhibit "B". Annexed hereto as Exhibit "C" is a copy of the revised Schedule A reflecting the reduced common charges.

II. EXTENSION OF OFFERING PLAN

This Plan may be used for six (6) months from the date this Amendment is duly accepted for filing and thereafter said date is to be extended in a further Amendment to be filed.

III. NO MATERIAL CHANGE

Other than as set forth above, there are no material changes which affect the property or offering.

BUILDERS NEW YORK HOLDINGS V, LLC
NEW SPONSOR

SCHEDULE B
PROJECTED BUDGET FOR ONE YEAR OF CONDOMINIUM OPERATION
291 Devoe Street Condominium
Brooklyn, NY
8 Units

January 1, 2011 - December 31, 2011

Income		
Common Charges	$ 31,867	
Expenses		
Management Fee (1)	$ -	
Electric (3)	$ 6,234	
Franchise Taxes (4)	$ 300	
Water & Sewer Charges (5)	$ 5,041	
Repairs & Maintenance (6)	$ 8,150	
Insurance (7)	$ 6,255	
Legal Fee (8)	$ 750	
Audit Fee (8)	$ 950	
Contingency (9)	$ 1,000	
Subtotal Operating Expenses		$ 28,680
Reserve Fund (10)	$ 3,187	
Total Projected Budget		$ 31,867

* Please Note: The above estimate is projected and can be changed upon possible increases in the operating expenses.

EXHIBIT "A"

H1. NOTES TO SCHEDULE B

1. Management.

It is intended that the building will be self-managed by the Board of Directors of the Condominium and therefore there is no allocation for a management fee in the Projected Budget. However, during the period that the Condominium is under the Sponsor's control, the Sponsor is responsible for managing the building. The Sponsor may elect to hire an independent management agent while Sponsor is in control of the Condominium, in which case Sponsor will pay any management fee during this period. After control of the Condominium is turned over to the Unit Owners, the Sponsor will no longer pay the Management Fee and the unit owners may choose to manage the condominium themselves, or enter into a new contract with an independent managing agent at their own expense. In the event the unit owners elect to retain an independent managing agent, an increase in the common charges will result. See Section "Management Agreement for further information.

Pursuant to Multiple Dwelling Law Section 83 staffing and labor are only required for buildings of thirteen (13) or more dwelling units. As this building contains nine (9) units, it is anticipated that the Condominium will require no full time help and that part time help will be supplied on an "ad hoc" basis which will obviate the need to allocate money for payroll costs.

The Condominium Board shall bear the responsibility to assure that all assessments have been paid, that each Unit Owner adheres to the rules and regulations of the Declaration & By-Laws and to collect any amounts payable to the Condominium. For further discussion, see the By-Laws and the Addendum to By-Laws in Part II of the Offering Plan.

2. Heating.

Each Unit will be individually heated. No common heat will be provided. Budgets for individual Unit heating costs are set forth in Schedule B-1.

3. Electricity.

This item includes the cost of electricity for lighting the common areas. This is based upon a survey and estimate by Anthony M. Salvati, R.A. 175 Remsen Street, Suite 1000, Brooklyn, NY 11201, and includes a 10% increase:

Estimated usage in KWH:	46,712
Cost per KWH:	$0.7.5
Demand Charges:	2,771
Estimated total annual cost:	$6,234.

The cost of electricity to the units is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners. A projection is set forth in Schedule B-1, inclusive of consumption, rates, sales tax and a reasonable anticipated increase due to inflation.

4. Franchise Taxes.

The budgeted item ($300) is for annual New York State Franchise Taxes payable by the Condominium.

5. Water and Sewer.

The building will be metered for water and sewer usage by the City of New York Department of Environmental Protection in accordance with current law. The amount budgeted for this item is $5,041.00, which is based on estimated daily usage of 1600 gallons of water for the building and converted to cubic feet by dividing by 7.48. The estimate is provided by Anthony M. Salvati, R.A., 175 Remsen Street, Suite 1000, Brooklyn, NY' 11201.

Estimated Consumption:

Estimated daily usage	=	214 cubic feet
Estimated annual usage	=	78,075 cubic feet
Convert to hundred cubic feet (HCF) 78,075/100	=	781 HCF

Estimated water & sewer rates:

Water and Sewer charge: 6.15 per 100 CF =$6.15/HCF

Usage	Rate per HCF	Cost		
Water and Sewer charge:	781 HCF x	$1.65/HCF	=	$4,802

Estimated charges (including **5% inflation**): **$5,041.00**

6. Repairs and Maintenance; Services and Supplies.

The projected amount does not include repairs, painting, maintenance, or supplies for the interior of the Units, all of which are the responsibility of the individual Unit Owners.

The budgeted figure is based upon an estimation of repairs and maintenance to the common areas of the interior of the building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the plumbing and electrical systems, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), painting of common areas and maintenance of parking areas. Inasmuch as this is a new construction, repairs and maintenance should be minimal. However, the Sponsor does not warrant that this will be the case. In addition, no funds are being provided for future capital improvements. At the present time there are no maintenance contracts. However, if any services are needed the Contingency Fund may be used. The following is a breakdown of the repairs and maintenance:

Fire Sprinkler	$ 380
Exterminating	$ 350
Plumbing	$ 750
Electrical	$ 750
Carpentry	$ 700
Cleaning Supplies	$ 720
Cleaning service	$4,500
TOTAL:	$8,150

No service contracts will be in effect as of the closing.

7. Insurance.

The following insurance is available for the Property for the first year of condominium operations as set forth in a Policy Package Outline from National Insurance Brokerage of NY, Inc. a licensed *insurance* broker with *an address at 175 Oval Drive, Islandia, NY 11749*:

Coverage	**Limits**
Building, Special Form, Replacement Cost/Agreed Amount:	$ 2,500,000
Deductible:	$ 2,500
General Liability Aggregate:	$ 2,000,000
General Liability Each Occurrence:	$ 1,000,000
Liability Umbrella:	$ 5,000,000
Director's & Officer's Liability:	$ 1,000,000
Commercial Crime:	$ 100,000

Projected Annual Premium **$7,497.71**

The coverage limits for the building are based upon the current replacement cost for the Building (excluding excavation and foundation) estimated by a licensed insurance broker which in his opinion is adequate so that the insured shall not be a co-insurer. The following items are not included in the budget and may be available at extra cost: boiler and machinery. In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board of Managers should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. The insurance coverage will meet the requirements of the Sponsor or any mortgage lender procured by the Sponsor.

The fire, casualty and general liability insurance will be on terms that provide: (1) that each Unit Owner is an insured party; (2) that there will be no cancellation without notice to the Board of Managers and the Unit Owners; (3) a waiver of subrogation; (4) a waiver of invalidity *because of the acts of the insured* and Unit *Owners;* and *(5) a waiver of pro rata* reduction *if* Unit

Owners obtain additional coverage. The condominium will have public liability insurance at closing.

This coverage does not include claims for personal injury or property damage resulting from occurrences in a Unit, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering among other items (I) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein, (ii) personal property, and (iii) liability for personal injury as a result of occurrences in the individual Unit. In the event of a loss, the claim is made payable to the named insured (the Board of Managers).

There is a provision for Director's & Officers Liability covering indemnification of board members up to the specified limit.

8. Legal Fees and Audit Fees

A portion ($950.00) of the budgeted item will be used for auditing fees in connection with the preparation of the first year's audited financial statements of the Condominium and its Federal, State and City income tax returns. The estimate for accounting fees is based on a *letter* dated June *7, 2010 from* Yehuda *Gutwein, C.P.A., 1632 42'd Street,* Brooklyn, New *York* 11218. An allowance ($750.00) is provided for miscellaneous (but not major) legal services, in the event the Board of Managers decides to engage an attorney.

9. Contingency

This item is to provide for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both. This budget item does not include a reserve for capital replacements or repairs, for which no provision is made under this budget, since the building is being newly constructed. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during-the first five years of condominium operation and no amount has been provided for such purpose.

10. Reserve Fund

The Reserve Fund has been calculated at 10% of the total annual budget including the Reserve Fund.

THE FOREGOING SCHEDULE IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE FIRST YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID SCHEDULE AND IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES OR EXPENSES WILL VARY FROM THE ACTUAL AMOUNTS SHOWN IN THE SCHEDULE.

THE SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON THE CLOSING DATE. ANY SUCH NEW AGREEMENT WHICH HAS THE EFFECT OF MATERIALLY INCREASING COMMON CHARGES OR IS BINDING ON THE BOARD OF MANAGERS FOR MORE THAN TWO YEARS WILL BE DISCLOSED BY A DULY FILED AMENDMENT TO THIS PLAN.

IN *THE* EVENT *THAT* THE ACTUAL *OR* ANTICIPATED DATE *OF* COMMENCEMENT OF CONDOMINIUM OPERATION DIFFERS FROM THE BUDGET YEAR PROJECTED HEREIN BY MORE THAN SIX (6) MONTHS FROM THE ANTICIPATED DATE OF *THE* CLOSING OF THE FIRST UNIT, THIS PLAN WILL *BE* AMENDED *TO* INCLUDE *A* REVISED BUDGET WHICH WILL DISCLOSE NEW PROJECTION. IF SUCH NEW PROJECTIONS EXCEED THE PROJECTIONS CONTAINED HEREIN BY TWENTYFIVE PERCENT *(25%) OR* MORE, THE *SPONSOR* WILL *OFFER ALL* PURCHASERS THE RIGHT FOR FIFTEEN (15) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT WITHIN WHICH TO RESCIND THEIR OFFER TO PURCHASE AND HAVE THEIR DOWN PAYMENTS REFUNDED.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS DELAYED BY TWELVE (12) MONTHS *OR MORE* FROM THE ANTICIPATED *DATE OF* CLOSING, THE SPONSOR *WILL* AMEND THE PLAN TO OFFER ALL PURCHASERS THE RIGHT FOR FIFTEEN (15) DAYS FOLLOWIN&THE PRESENTATION OF SUCH AMENDMENT WITHIN WHICH TO RESCIND THEIR OFFER *TO* PURCHASE AND *TO HAVE* THEIR *DOWN* PAYMENTS REFUNDED. IF SUCH RIGHT TO RESCIND IS EXERCISED, THE DOWNPAYMENT WILL BE REFUNDED WITHIN TEN (10) DAYS OF THE SPONSOR'S RECEIPT OF THE NOTICE OF RESCISSION.

TAG PROPERTY MANAGEMENT, LLC

302 5th Avenue
14th Floor
New York, NY 10001

Telephone: 212-695-6878
Fax: 212-695-9780

CERTIFICATION BY EXPERT OF THE ADEQUACY OF BUDGET PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED.

New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271
Att: Real Estate Financing Bureau

Re: The 291 Devoe Street Condominium
Premises: 291 Devoe Street
Brooklyn, New York

The new Sponsor of the condominium offering plan for the captioned property retained our firm, TAG Property Management, LLC ("TAG") to review the budget containing projections of income and expenses for the year of condominium operation commencing January 1, 2011 (the "Budget").

Our firm is involved in the management of a significant number of Cooperatives, Condominiums and Rental properties in the greater New York metropolitan area consisting of approximately eleven (11) properties containing approximately 340 residential units. TAG has been engaged in the management of Cooperatives, Commercial and Rental Properties for more than twenty (20) years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Budget.

We have reviewed Budget and investigated the facts set forth in the Budget and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Budget appears reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the Budget.

We certify that the Budget:

(i) sets forth in detail the projected income and expenses for the Budget year of condominium operation;

TAG PROPERTY MANAGEMENT, LLC

302 5th Avenue
14th Floor
New York, NY 10001

Telephone: 212-695-6878
Fax: 212-695-9780

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the Budget 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 representations or statement made.

We further certify that we are not owned or controlled by the new 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 Budget 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.

TAG Property Management, LLC

By: _____
Name: David Angel
Title: Member

Sworn to before me this 2nd
day of February 2011.

_____
Notary Public

DANIEL MISHAAN
Notary Public, State of New York
No. 01MI6113623
Qualified in Kings County
Commission Expires August 2, 2012

EXHIBIT "C"

SCHEDULE A
Offering Prices and Related Information
THE 291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY11211.
All projected charges are for the period commencing January 1, 2011

NOTES:	(1)			(2)	(3)	(4)	(5) Projected Common Charges		(6) Projected Real Estate Charges w/421A Benefits		(7) Projected Total Carrying Charges w/421A Benefits		(8) Projected Real Estate Charges w/o 421A Benefits		(9) Projected Total Carrying Charges w/o 421A Benefits	
Unit	Interior Square Footage	Square of Outdoor Space	Total Square Feet	Number of Rooms /Baths	Common Interest 100%	Offering Price	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
1A	925	0	925	3/1.5	12.00%	$440,000	$3,824.04	$318.67	$126.72	$10.56	$3,950.76	$329.23	$4,994.88	$416.24	$8,818.92	$734.91
1B	1,361	979	2,340	3/1.5	15.00%	$535,000	$4,780.05	$398.34	$158.40	$13.20	$4,938.45	$411.54	$6,243.60	$520.30	$11,023.65	$918.64
2A	676	0	676	3/1	11.00%	$390,000	$3,505.37	$292.11	$116.16	$9.68	$3,621.53	$301.79	$4,578.64	$381.55	$8,084.01	$673.67
2B	675	0	675	3/1	11.00%	$390,000	$3,505.37	$292.11	$116.16	$9.68	$3,621.53	$301.79	$4,578.64	$381.55	$8,084.01	$673.67
3A	676	59	735	3/1	11.50%	$405,000	$3,664.71	$305.39	$121.44	$10.12	$3,786.15	$315.51	$4,786.76	$398.90	$8,451.47	$704.29
3B	675	59	734	3/1	11.50%	$405,000	$3,664.71	$305.39	$121.44	$10.12	$3,786.15	$315.51	$4,786.76	$398.90	$8,451.47	$704.29
4A	1,048	368	1,416	3/1	14.00%	$495,000	$4,461.38	$371.78	$147.84	$12.32	$4,609.22	$384.10	$5,827.36	$485.61	$10,288.74	$857.40
4B	1,170	244	1,414	3/1	14.00%	$515,000	$4,461.38	$371.78	$147.84	$12.32	$4,609.22	$384.10	$5,827.36	$485.61	$10,288.74	$857.40
Totals:	**7,205**	**1709**	**8,914**		**100.00%**	**$3,575,000**	**$31,867.00**	**$2,655.58**	**$1,056.00**	**$88.00**	**$32,923.00**	**$2,743.58**	**$41,624.00**	**$3,468.67**	**$73,491.00**	**$6,124.25**

AMENDMENT No. 4

TO THE CONDOMINIUM OFFERING PLAN FOR

THE 291 DEVOE STREET CONDOMINIUM

291 Devoe Street
Brooklyn, New York 11211

Dated: January 25, 2011

The Offering Plan accepted for filing on or about July 29, 2008, amended August 17, 2010 (Amendment No. 1), September 3, 2010 (Amendment No. 2) and November 10, 2010 (Amendment No. 3), is hereby further amended as follows:

I. OFFERING PLAN DECLARED EFFECTIVE

Pursuant to the Section of the Offering plan entitled "EFFECTIVE DATE", at page 33 of the Offering Plan, the Sponsor has, on December 3, 2010, declared the Plan effective by written notice delivered to all the then existing purchasers of Homes at the Condominium. Annexed hereto as Exhibit "A", is Sponsor's Affidavit in Support of Declaring the Plan Effective. On such date, the Sponsor had entered into Purchase Agreements for 3 Homes, which Purchase Agreements represent 37.5% of the 8 Homes offered under the Plan.

II. RECORDING OF DECLARATION

The Declaration of Condominium is in the process of being recorded with the Kings County Register's Office.

III. CLOSING COSTS AND ADJUSTMENTS

The Section of the Offering plan entitled "Closing Costs and Adjustments" at page 37 is amended as follows:

1. The estimated recording fee for the Deed is $177 and the estimated recording fee for the Power of Attorney is $52.00.
2. The legal fee payable to Sponsor's attorney is $1,250.00 (and a travel fee in the amount of $250.00 to Sponsor's attorney if the closing of title is not held at the office of Sponsor's attorney) as previously disclosed in the Purchase Agreement set forth in Amendment No. 1. The higher travel fees in paragraph (j) at page 38 of the Offering Plan and the legal fee at the bottom of page 38 are no longer applicable.

3. The $1,500 fee as partial reimbursement for preparing the Offering Plan in paragraph (i) at page 38, is deleted.

IV. POWER OF ATTORNEY

As a result of technical corrections to the statute regarding a power of attorney in the State of New York, the Power of Attorney contained as Exhibit "I" to Amendment No. 1 dated August 17, 2010 is deleted in its entirety and the Power of Attorney annexed hereto as Exhibit "B" is substituted in its place.

V. EXTENSION OF OFFERING PLAN

This Plan may be used for six (6) months from the date this Amendment is duly accepted for filing and thereafter said date is to be extended in a further Amendment to be filed.

VI. NO MATERIAL CHANGE

Other than as set forth above, there are no material changes which affect the property or offering.

BUILDERS NEW YORK HOLDINGS V, LLC
NEW SPONSOR

AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN OF CONDOMINIUM OWNERSHIP EFFECTIVE

STATE OF ILLINOIS)
:ss.:
COUNTY OF COOK)

GREGORY S. WALLS, being duly sworn, deposes and says:

1. I am the Authorized Signatory of BUILDERS NEW YORK HOLDINGS V, LLC, the Sponsor under that certain Condominium Offering Plan entitled THE 291 DEVOE STREET CONDOMINIUM, 291 Devoe Street, Brooklyn, Kings County and State of New York (hereinafter referred to as the "Plan"), and I am authorized to make the following statements:

2. The Plan was accepted for filing by the Attorney General of the State of New York on or about July 29, 2008.

3. On December 3, 2010, the Plan was declared effective by written notice delivered to all the then existing purchasers of the Homes. The notifications were mailed to the Purchaser's address as they appeared in their Purchase Agreement by enclosing said notices in a post-paid properly addressed wrapper, in an official depository under the exclusive care and custody of the U. S. Postal Service, located within the State of New York. A copy of the Notice is annexed hereto as Exhibit "1".

4. The Sponsor hereby represents that Purchase Agreements have been executed and delivered for three (3) Homes representing 37.5% of the eight (8) Homes being offered for sale, pursuant to the Offering Plan.

5. All persons who are counted in the attached calculation schedule (Exhibit "2") are:

(i) bona fide individual purchasers;

(ii) not purchasing as an accommodation to, or for the account or benefit of the Sponsor, or principals of the Sponsor; and

(iii) have duly executed Purchase Agreements and have paid the down payment as required in the Offering Plan.

6. There are no material changes to the budget for the first year of operation which has not been disclosed in a duly filed Amendment to the Offering Plan.

7. No purchaser counted for purposes of declaring the Plan effective is the Sponsor, the selling agent or the managing agent, or is a principal of the Sponsor, the selling agent, or the managing agent or is related to the Sponsor, the selling agent or the managing agent or any principal of the Sponsor, the selling agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder, or a limited partner.

8. On or before the closing of title to each of the Home being offered for sale, the Sponsor will have complied with all obligations under the Offering Plan.

9. I hereby submit this Affidavit to the Attorney General in connection with that certain 4th Amendment indicating that any false statement or material omission may subject me to civil or criminal prosecution.

BUILDERS NEW YORK HOLDINGS V, LLC

By:_____
GREGORY S. WALLS, Authorized Signatory

Sworn to before me this
3rd day of ~~December, 2010~~ January, 2011

Beverly A. Harvey
Notary Public

OFFICIAL SEAL
BEVERLY A HARVEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/20/12

2302641.1

BUILDERS NEW YORK HOLDINGS V, LLC

225 W. Wacker Drive, Suite 2000
Chicago, Illinois 60606

(date)

Re: **THE 291 DEVOE STREET CONDOMINIUM**

Dear Purchaser:

We are very pleased to inform you that we are hereby declaring the Offering Plan for THE 291 DEVOE STREET CONDOMINIUM effective.

The formal documents are in the process of being recorded in the Kings County Register's Office. We will be contacting you when your Home is ready for occupancy to schedule your closing.

If you have any questions, or if we can be of any assistance, please do not hesitate to call upon us.

Very truly yours,

BUILDERS NEW YORK HOLDINGS V, LLC

EXHIBIT "1"

THE 291 DEVOE STREET CONDOMINIUM

Home #	Date of Purchase Agreement
4A	10/8/2010
3B	11/16/2010
3A	10/19/2010

EXHIBIT "2"

POWER OF ATTORNEY

I (We) residing at

_____

the owner of Condominium Residential Unit No._____ in the Condominium known as The 291 Devoe Street Condominium covering the property located in the City of Brooklyn, Kings County and State of New York, do hereby nominate, constitute and appoint the members of the Board of Managers of The 291 Devoe Street Condominium c/o Builders New York Holdings V, LLC, 225 W. Wacker Drive, Suite 2000, Chicago, Illinois 60606 and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Residential Units in said property, any Condominium Residential Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Residential Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present.

I (We) do hereby further irrevocably nominate, constitute and appoint Builders New York Holdings V, LLC, and its successors, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of The 291 Devoe Street Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Residential Units as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium as described in Paragraphs 11 and 14 of the Declaration of Condominium of The 291 Devoe Street Condominium.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, I (we) have set my (our) hand(s) and seal this day of , 20___.

_____

_____

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

On the day of in the year 20 , before me, the undersigned, personally appeared , 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

AMENDMENT No. 3

TO THE CONDOMINIUM OFFERING PLAN FOR

THE 291 DEVOE STREET CONDOMINIUM

291 Devoe Street
Brooklyn, New York 11211

Dated: November 10, 2010

The Offering Plan accepted for filing on or about July 29, 2008, amended August 17, 2010 (Amendment No. 1) and September 3, 2010 (Amendment No. 2), is hereby further amended as follows:

I. SELLING AGENT

Paragraph XIII of Amendment No. 1 is amended to the extent that the correct name of the Selling Agent is TDG-TREGNY, LLC.

II. BOARD OF MANAGERS

Paragraph IX of Amendment No. 1 is amended to the extent that the First Board of Managers will consist of Gregory S. Walls, Shannon Eidman and Barrett Schulz, all of whom are affiliated with the new Sponsor.

III. MISCELLANEOUS CHANGES

a) Paragraph VI of Amendment No. 1 is amended to add the following:

"If the consent of a Mortgagee is required, implied Mortgagee approval may be implied if the Mortgagee fails to respond after sixty (60) days written notice provided notice was received by certified or registered mail with return receipt requested."

b) Subparagraph 1 of Paragraph VI is amended to add a new Section (b) as follows:

"b) Any action that requires consent of a specified percentage of Mortgagees".

c) Article VI, Section 3 of the Declaration is amended to add the following:

"Where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges will be charged to all other Unit Owners as a common expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, mortgage company, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Owner to a purchaser of a Unit or in which the Owner participates with one of the above."

IV. NEW SPONSOR CONTROL

Paragraph VIII of Amendment No. 1 is amended to the extent that the New Sponsor will retain control of the Board of Managers of the Condominium until 120 days after 75% of the Units have been conveyed or three (3) years from the Closing of Title to the first Unit, whichever comes first.

V. EXTENSION OF OFFERING PLAN

This Plan may be used for six (6) months from the date this Amendment is duly accepted for filing and thereafter said date is to be extended in a further Amendment to be filed.

VI. NO MATERIAL CHANGE

Other than as set forth above, there are no material changes which affect the property or offering.

BUILDERS NEW YORK HOLDINGS V, LLC
NEW SPONSOR

AMENDMENT No. 2

TO THE CONDOMINIUM OFFERING PLAN FOR

THE 291 DEVOE STREET CONDOMINIUM

291 Devoe Street
Brooklyn, New York 11211

Dated: September 3, 2010

The Offering Plan accepted for filing on or about July 29, 2008, amended August 17, 2010 (Amendment No. 1, is hereby further amended as follows:

I. REVISED PURCHASE PRICE

Schedule A to the Offering Plan, as amended by Amendment No. 1, is hereby further amended to disclose a revised purchase price for Unit 1B to $565,000.

The provisions of this Paragraph shall only apply to purchase agreements entered into subsequent to the date of this Amendment.

II. NO MATERIAL CHANGE

Other than as set forth above, there are no material changes which affect the property or offering.

BUILDERS NEW YORK HOLDINGS V, LLC
NEW SPONSOR

AMENDMENT No. 1

TO THE CONDOMINIUM OFFERING PLAN FOR

THE 291 DEVOE STREET CONDOMINIUM

291 Devoe Street
Brooklyn, New York 11211

Dated: August 17, 2010

The Offering Plan accepted for filing on or about July 29, 2008, is hereby amended as follows:

I. NEW SPONSOR

Builders New York Holdings V, LLC, a New York Limited Liability Company with offices at 225 W. Wacker Drive, Suite 2000, Chicago, Illinois 60606 (hereinafter referred to as "New Sponsor"), has acquired title to the property forming the Condominium by deed dated January 11, 2010. An affiliated entity of the New Sponsor (Builders Bank), held the construction mortgage on the property and New Sponsor acquired title by deed in lieu of foreclosure from Devoe Properties, LLC ("Original Sponsor"). Upon information and belief, the Original Sponsor did not enter into any Purchase Agreements for Units in the Condominium. The Principals of New Sponsor who will actively participate in the planning and consummation of this offering are Mitchell Saywitz, President of Builders Bank and Gregory S. Walls, Senior Vice President of Builders Bank. Neither the New Sponsor nor its Principals have previously participated in any prior public offering of cooperative interests in realty except that Messrs. Saywitz and Walls are also the Principals of the New Sponsor of 190 Conselyea Street Condominium, Brooklyn, New York and Mr. Walls was a principal of the Sponsor of Neptune Pond Condominium, New Rochelle, New York. Annexed hereto as Exhibit "A", is a copy of the New Sponsor and New Sponsor's Principals Certification.

II. REVISED BUDGET

The revised estimated Condominium Budget and a Certification of the Adequacy of the Budget for the period commencing January 1, 2011 are annexed hereto as Exhibit "B". The Certification of Adequacy of the budget is also set forth in Exhibit "B". This budget contains a Reserve Fund and, therefore, the paragraph titled "Reserve Fund" at page 74 of the Offering Plan is hereby revised to reflect said fact.

III. REVISED SCHEDULE A

Annexed hereto as Exhibit "C" is a copy of the revised Schedule A containing the revised purchase prices of the Units, estimated common charges and revised estimated real estate taxes.

IV. NEW FORM OF PURCHASE AGREEMENT AND TRUST FUND PROVISION

Annexed hereto and made a part of this Amendment as Exhibit "D", is the form of Purchase Agreement that will be used for purchasers of the Units being sold by the New Sponsor. The form of Purchase Agreement set forth herein, is not contingent upon a Purchaser securing financing which is the sole responsibility of the Purchaser. A Purchaser is obligated to pay the balance of the purchase price regardless of the availability of financing. In the event a Purchaser is unable to pay the balance, the downpayment of ten (10%) percent of the purchase price will be retained by New Sponsor as liquidated damages.

The New 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.

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

All deposits, downpayments, or advances made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the Agreement is signed by all necessary parties, in a segregated special escrow account of Certilman Balin Adler & Hyman LLP, the Escrow Agent, whose address is 90 Merrick Avenue, East Meadow, New York 11554 and whose telephone number is (516) 296-7000. The signatories on this account authorized to withdraw funds are: Ira J. Adler or Richard Herzbach or Marilyn Price or Howard M. Stein or Jodi Hoffman, all with an address at 90 Merrick Avenue, East Meadow, New York. The name of the account is "Certilman Balin Adler & Hyman LLP, The 291 Devoe Street Condominium IOLA Escrow Account", located in Capital One, N.A., 274 Broad Hollow Road, Melville, New York 11747. Such account will have unlimited Federal Insurance Coverage through December 31, 2013. Thereafter, coverage is scheduled to revert to $100,000. Escrow Agent makes no guarantee of the solvency of any of the Escrow Banks.

If the FDIC insurance limits change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Accounts.

The account will be Interest-On-Lawyer-Account ("IOLA") and pursuant to Judiciary Law, Section 497, all interest earned in the IOLA account will be paid to the State of New York.

All instruments shall be made payable to or endorsed to the order of Certilman Balin Adler & Hyman LLP, as escrow agent.

There may be situations where New Sponsor permits upgrades and extras to be ordered by Purchaser and installed by New Sponsor after the execution of the Purchase Agreement. Purchasers should note as a **special risk** that although all funds received by New Sponsor for such upgrades or extras to a Unit above the downpayment deposit will initially be placed in the escrow account, such funds may be released from the escrow account without the requirements outlined below as long as the New Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the purchaser will not receive a refund of any funds paid to the New Sponsor for upgrades or extras.

Within ten (10) business days after tender of the deposit submitted with the Purchase Agreement, the escrow agent will notify the purchaser that such funds have been deposited into the escrow account and will provide the account number. If the purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the deposit. 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. Purchasers should note that the deposit by the escrow agent of purchaser's deposit into the escrow account shall not be deemed acceptance of the Purchase Agreement. The Purchase Agreement shall only be deemed accepted by the New Sponsor when counter-signed by the New Sponsor or his authorized agent.

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

(i) a writing signed by both New Sponsor and purchaser. New Sponsor and/or the Escrow Agent may require a purchaser to execute a writing authorizing release of the funds by the Escrow Agent as a condition of closing. Authorization of the release of funds at closing in the Purchase Agreement will be deemed such a writing; or

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

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

The Escrow Agent will also be permitted to release the escrow funds if:

(i) The Escrow Agent is changed pursuant to the terms of the Escrow Agreement in connection with a transfer of funds to the new escrow agent; or

(ii) funds which were deposited prior to the acceptance of the contract are returned to the purchaser because of rejection of the contract by the New Sponsor; or

(iii) until released in accordance with the next Paragraph.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the New Sponsor until the escrow agent has given the purchaser written notice of not fewer than ten (10) business days. Notice shall be deemed given five (5) days after the date of mailing to the Purchaser at the address set forth in the Purchase Agreement. Thereafter, the funds may be paid to the New Sponsor unless the purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the escrow agent in accordance with such provisions.

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

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

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

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 downpayment and any interest thereon. New 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 "E" to this Amendment. 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, the New Sponsor, the purchaser and the escrow agent shall abide by any interim directive issued by the Attorney General.

Attached to this Amendment, as Exhibit "F", is a copy of the Escrow Agreement which incorporates the terms of the Attorney General's regulations.

The Purchase Agreement shall be deemed amended to incorporate the provisions set forth above.

The escrow agent will maintain all records concerning the escrow account for seven (7) years after the release of funds.

V. REVISED SCHEDULE B-1 (INDIVIDUAL ENERGY COSTS)

Annexed hereto as Exhibit "G" is a copy of the revised Schedule B-1 to the Offering Plan for the Units.

VI. MODIFICATIONS TO DECLARATION AND BY-LAWS OF THE CONDOMINIUM

The Declaration and By-Laws are hereby amended to contain the following changes:

1. The following new Article 23 will be added to the Declaration:

"ARTICLE 23: First Lien Holder Rights

(a) Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Condominium, (such request to state the name and address or such holder, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(1) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

(2) Any proposed termination of the Condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, which such delinquency has continued for a period of sixty (60) days; and

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

(b) Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

(1) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained;

(2) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated; and

(3) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above."

2. Article 14 (a) of the Declaration will be amended to read as follows:

"(a) No amendment shall be passed which shall impair or prejudice the validity, interest, rights and priorities of mortgagees without the mortgagees' written consent."

3. Article VI, Section 2 of the By-Laws is deleted in its entirety and replaced with the following:

"ARTICLE VI, Section 2. INSURANCE AND INSURANCE TRUSTEE

A. Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, Limited Common Elements and the Units in the Building in the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies, and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units originally provided by New Sponsor which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners), contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, as defined below, and that the net proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more than $100,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Unit.

The fire insurance will commence with the Closing of Title to the first Unit. Until the first meeting of the Board of Managers following the first Unit Owners meeting, such insurance will be at least in the sum as provided for in the estimated first year budget contained in the Offering Plan upon completion of the Building.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, comprehensive automobile liability insurance and Directors and

Officers Liability Insurance, if available. Such public liability insurance shall commence on the closing of title to the first Unit.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Condominium or Insurance Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association, ("FNMA") Services on behalf of FNMA, also receive such notice of cancellation or modification.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

B. The Insurance Trustee. The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of

New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $50,000 or more.

C. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the New Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, 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. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to the respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens."

In addition to the change on the By-Laws, set forth above, the Section of the Offering Plan entitled Rights and Obligation of Unit Owners and Board of Manages is amended to reflect the changes in Article VI, Section 2 of the By-Laws set forth above which includes the obligation of the insurance

trustee to have a capital of $50,000 or more and requirements of 75% or more if the buildings are destroyed. See Footnote 7 to the revised Schedule B (Estimated First Year Budget) set forth as Exhibit B to this Amendment for details of the insurance coverage.

4. Article XI (Amendments to the By-Laws) is amended to add the following:

"No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against New Sponsor or its designee or any unsold Unit, as long as the New Sponsor owns an unsold Unit in the Condominium unless New Sponsor has given its prior written consent thereto. This provision is not subject to Amendment."

5. Article VI, Section 10 of the By-Laws is amended to add subsection (f) as follows:

"(f) Leases of the Units must have an initial term of not less than thirty (30) days."

6. Section 5 of Article XIII of the By-Laws is deleted in its entirety.

VII. ATTORNEYS

Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554, has been engaged to represent the New Sponsor for the purpose of the preparation of this Amendment and all future Amendments. Certilman Balin Adler & Hyman LLP, has also been retained by New Sponsor in connection with the individual Unit closings and to act as escrow agent.

VIII. CONTROL BY NEW SPONSOR – SPECIAL RISK

Purchasers should be aware as a Special Risk that the paragraph titled "Control by Sponsor" at page 44 of the Offering Plan and Article IV, Section 1 of the Condominium By-Laws are amended to the extent that the New Sponsor will retain control of the Board of Managers of the Condominium until all of the Units in the Condominium are closed. During this period, the New Sponsor will have control of maintenance, facilities and services to be provided and will determine the common charges to be paid by all Unit Owners.

IX. BOARD OF MANAGERS

The first Board of Managers of the Condominium will consist of Gregory S. Walls, Charles B. Hall and Eric VanDett, all of whom are affiliated with New Sponsor.

New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $50,000 or more.

C. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the New Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, 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. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If seventy-five [75%] percent or more of the Units are destroyed or substantially damaged and seventy-five [75%] percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in which event the net proceeds of sale, together with the net proceed of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to the respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens."

In addition to the changes in the By-Laws, set forth above, the Section of the Offering Plan entitled Rights and Obligation of Unit Owners and Board of Managers is amended to reflect the changes in Article VI, Section 2 of the By-Laws set forth above which includes the obligation of the Insurance

Trustee to have a capital of $50,000 or more and requirements if 75% or more of the building is destroyed. See Footnote 7 to the revised Schedule B (Estimated First Year Budget) set forth as Exhibit B to this Amendment for details of the insurance coverage.

4. Article XI (Amendments to the By-Laws) is amended to add the following:

"No amendment, modification, addition or deletion of, to or from the By-Laws or any Rules and Regulations shall be effective in any way against New Sponsor or its designee or any unsold Unit, as long as the New Sponsor owns an unsold Unit in the Condominium unless New Sponsor has given its prior written consent thereto. This provision is not subject to Amendment."

5. Article VI, Section 10 of the By-Laws is amended to add subsection (f) as follows:

"(f) Leases of the Units must have an initial term of not less than thirty (30) days."

6. Section 5 of Article XIII of the By-Laws is deleted in its entirety.

VII. ATTORNEYS

Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554, has been engaged to represent the New Sponsor for the purpose of the preparation of this Amendment and all future Amendments. Certilman Balin Adler & Hyman LLP, has also been retained by New Sponsor in connection with the individual Unit closings and to act as escrow agent.

VIII. CONTROL BY NEW SPONSOR – SPECIAL RISK

Purchasers should be aware as a Special Risk that the paragraph titled "Control by Sponsor" at page 44 of the Offering Plan and Article IV, Section 1 of the Condominium By-Laws are amended to the extent that the New Sponsor will retain control of the Board of Managers of the Condominium until all of the Units in the Condominium are closed. During this period, the New Sponsor will have control of maintenance, facilities and services to be provided and will determine the common charges to be paid by all Unit Owners.

IX. BOARD OF MANAGERS

The first Board of Managers of the Condominium will consist of Gregory S. Walls, Charles B. Hall and Eric VanDett, all of whom are affiliated with New Sponsor.

X. MANAGING AGENT

TAG Property Management, LLC ("TAG"), One East 33rd Street, New York, New York 10016, has been retained as Managing Agent for the Condominium for the sum of $750 per month. The term of the Agreement shall commence on the day that the first Unit is sold and transferred and shall terminate on the earlier of (a) one year after the date the first Unit is sold and transferred to the initial buyer, (b) the sale and closing of all the Units, or (c) the termination of the Agreement by either party on 30 days' prior written notice. TAG is experienced in the Management of condominiums and currently manages 34 Crooke Street, Brooklyn, New York, 37 North Henry Street, Brooklyn, New York, 1773 East 19th Street, Brooklyn, New York and 201 Foster Avenue, Brooklyn, New York.

XI. REAL ESTATE TAXES

The Section of the Offering Plan entitled Real Estate Taxes is amended to the extent that the property has been granted a Preliminary Certificate of Eligibility under the 421-a Partial Tax Exemption Program. Annexed hereto as Exhibit "H" is a copy of the Preliminary Certificate of Eligibility and a letter dated May 25, 2010 from Leitner Group, Inc. 22 West 21st Street, 2nd Floor, New York, New York 10010 pertaining to the 421(a) benefits for the Condominium.

XII. NEW POWER OF ATTORNEY FORM

Annexed hereto as Exhibit "I" is the form of Power of Attorney the New Sponsor will be using with the Units at this Condominium.

XIII. NEW SELLING AGENT

The Development Group, 115 East 23rd Street, New York, New York 10010 is the Selling Agent. The Selling Agent is a licensed real estate broker in New York and is experienced in the sale of Condominium Homes. The Selling agent is not affiliated with the Sponsor.

XIV. REVISED DESCRIPTION OF PROPERTY REPORT

Annexed hereto as Exhibit "J" is the revised Description of Property Report and floor plans of the Units (Exhibits AR-1 and FP-1 to the Offering Plan). Purchasers should be aware as a Special Risk that the Description of Property Report provides that each Home is provided with a 60 amp electrical service as per New York City Electrical Code and the Sponsor is giving a one (1) year warranty on new windows and roof.

XV. EXTENSION OF OFFERING PLAN

This Plan may be used for six (6) months from the date this Amendment is duly accepted for filing and thereafter said date is to be extended in a further Amendment to be filed.

XVI. NO MATERIAL CHANGE

Other than as set forth above, there are no material changes which affect the property or offering.

BUILDERS NEW YORK HOLDINGS V, LLC
NEW SPONSOR

CERTIFICATION BY NEW SPONSOR AND NEW SPONSOR'S PRINCIPALS
PURSUANT TO 13 NYCRR 20.4 (b)

State of New York
Department of Law
120 Broadway - 23rd Floor
New York, NY 10271

RE: THE 291 DEVOE STREET CONDOMINIUM

We are the New Sponsor and the principals of New Sponsor of 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 jointly and severally 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 I/we:

(a) knew the truth;

EXHIBIT "A"

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under 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.

BUILDERS NEW YORK HOLDINGS V, LLC

By: _____
GREGORY S. WALLS, Authorized Signatory

SPONSOR'S PRINCIPALS:

_____
GREGORY S. WALLS

_____
MITCHELL SAYWITZ

Sworn to before me this
28th of May, 2010

_____
Notary Public

OFFICIAL SEAL
NANCY B SHERMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/16/13

PROJECTED BUDGET FOR ONE YEAR OF CONDOMINIUM OPERATION

291 Dovoe Street Condominium
Brooklyn N.Y.

8 Units

January 1. 2011

Income	
Common Charges	$37,875
Expenses	
Management fee (1)	$ 9,000
Electric (3)	$ 6,234
Franchise taxes (4)	$ 300
Water & sewer charges (5)	$ 5,041
Repairs & Maintenance (6)	$ 8,150
Insurance (7)	$ 3,000
Legal Fee (8)	$ 750
Audit Fee (8)	$ 950
Contingency (9)	$ 1,000
Reserve Fund (10)	$ 3,450
TOTAL	$37,875

* Please Note: the above estimate is projected, and can be changed upon possible increases in the operating expenses.

EXHIBIT "B"

H1. NOTES TO SCHEDULE B

1. Management.

The building will be managed by TAG Property Management for the first year of condominium operation, for a fee of $9,000.00 which will be responsible for providing required staffing and labor and for any applicable salaries, wages, payroll taxes and benefits. After the first year, the fee charged may be higher and the unit owners may choose to manage the condominium themselves, or enter into a contract with an independent managing agent which may result in increased common charges. See Section "Management Agreement" for further information.

Pursuant to Multiple Dwelling Law Section 83 staffing and labor are only required for buildings of thirteen (13) or more dwelling units. As this building contains nine (9) units, it is anticipated that the Condominium will require no full time help and that part time help will be supplied on an "ad hoc" basis which will obviate the need to allocate money for payroll costs.

The Condominium Board shall bear the responsibility to assure that all assessments have been paid, that each Unit Owner adheres to the rules and regulations of the Declaration & By-Laws and to collect any amounts payable to the Condominium. For further discussion, see the By-Laws and the Addendum to By-Laws in Part II of the Offering Plan.

2. Heating.

Each Unit will be individually heated. No common heat will be provided. Budgets for individual Unit heating costs are set forth in Schedule B-1.

3. Electricity.

This item includes the cost of electricity for lighting the common areas. This is based upon a survey and estimate by Anthony M. Salvati, R.A. 175 Remsen Street, Suite 1000, Brooklyn, NY 11201, and includes a 10% increase:

Estimated usage in KWH:	46,712
Cost per KWH:	$0.7.5
Demand Charges:	2,771
Estimated total annual cost:	$6,234.00

The cost of electricity to the units is separately metered and the charges therefor will be paid directly to the utility company by Unit Owners. A projection is set forth in Schedule B-1, inclusive of consumption, rates, sales tax and a reasonable anticipated increase due to inflation.

4. Franchise Taxes.

The budgeted item ($300) is for annual New York State Franchise Taxes payable by the Condominium.

5. Water and Sewer. The building will be metered for water and sewer usage by

the City of New York Department of Environmental Protection in accordance with current law. The amount budgeted for this item is $5,041.00, which is based on estimated daily usage of 1600 gallons of water for the building and converted to cubic feet by dividing by 7.48. The estimate is provided by Anthony M. Salvati, R.A., 175 Remsen Street, Suite 1000, Brooklyn, NY 11201.

Estimated Consumption:		
Estimated daily usage	=	214 cubic feet
Estimated annual usage	=	78,075 cubic feet
Convert to hundred cubic feet (HCF) 78,075/ 100	=	781 HCF

Estimated water & sewer rates:
Water and Sewer charge: 6.15 per 100 CF =$6.15/HCF

Usage	Rate per HCF	Cost		
Water and Sewer charge:	781 HCF x	$1.65/HCF	=	$4,802
Estimated charges (including 5% inflation):				**$5,041.00**

6. Repairs and Maintenance; Services and Supplies.

The projected amount does not include repairs, painting, maintenance, or supplies for the interior of the Units, all of which are the responsibility of the individual Unit Owners.

The budgeted figure is based upon an estimation by the budget expert Eli Brieger of repairs to the interior of the building, the roof, the exterior of the Building (including walls, foundations, windows, doors, and locks), the plumbing and electrical systems, and includes various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies), painting of common areas and maintenance of parking areas. Inasmuch as this is a new construction, repairs and maintenance should be minimal. However, the Sponsor does not warrant that this will be the case. In addition, no funds are being provided for future capital improvements. At the present time there are no maintenance contracts. However, if any services are needed the Contingency Fund may be used. The following is a breakdown of the repairs and maintenance:

Fire Sprinkler	$ 380
Exterminating	$ 350
Plumbing	$ 750
Electrical	$ 750
Carpentry	$ 700
Cleaning Supplies	$ 720
Cleaning service	$4,500
TOTAL:	$8,150

No service contracts will be in effect as of the closing.

7. Insurance.

The following insurance is available for the Property for the first year of condominium operations as set forth in letters dated June 8, 2010 from Fairmont Insurance Brokerage LTD., a licensed insurance broker with an address at 1600 16th Avenue, Brooklyn, NY 11204:

Items Covered	Coverage Limits
All-risk Perils, Building- Stipulated Amount	$2,000,000.00
Deductible:	$ 5,000.00
Comprehensive General Liability	$1,000,000.00 per occurrence / $2,000,000.00 aggregate
Projected Annual Premium	**$3,000.00**

The coverage limits for the building are based upon the current replacement cost for the Building (excluding excavation and foundation) estimated by a licensed insurance broker which in his opinion is adequate so that the insured shall not be a co-insurer. The following items are not included in the budget and may be available at extra cost: boiler and machinery; excess liability; auto liability. In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Board of Managers should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. The insurance coverage will meet the requirements of the Sponsor or any mortgage lender procured by the Sponsor.

The fire, casualty and general liability insurance will be on terms that provide: (1) that each Unit Owner is an insured party; (2) that there will be no cancellation without notice to the Board of Managers and the Unit Owners; (3) a waiver of subrogation; (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and (5) a waiver of *pro rata* reduction if Unit Owners obtain additional coverage. The condominium will have public liability insurance at closing.

This coverage does not include claims for personal injury or property damage resulting from occurrences in a Unit, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering among other items (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein, (ii) personal property, and (iii) liability for personal injury as a result of occurrences in the individual Unit. In the event of a loss, the claim is made payable to the named insured (the Board of Managers).

There is no provision for insurance covering indemnification of board members. It is at the discretion of the condominium board to obtain such coverage, the cost of which will be borne by the unit owners as a common expense.

8. Legal Fees and Audit Fees

A portion ($950.00) of the budgeted item will be used for auditing fees in connection with the preparation of the first year's audited financial statements of the Condominium and its Federal, State and City income tax returns. The estimate for accounting fees is based on a letter dated June 7, 2010 from Yehuda Gutwein, C.P.A., 1632 42nd Street, Brooklyn, New York 11218. An allowance ($750.00) is provided for miscellaneous (but not major) legal services, in the event the Board of Managers decides to engage an attorney.

9. Contingency

This item is to provide for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both. This budget item does not include a reserve for capital replacements or repairs, for which no provision is made under this budget, since the building is being newly constructed. At this time, the Sponsor has no knowledge of any capital improvements that may have to be made during the first five years of condominium operation and no amount has been provided for such purpose.

IN THE OPINION OF ELI BRIEGER, 1303 53RD STREET, BROOKLYN, NY, 11219, A REAL ESTATE MANAGER, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE BOARD OF MANAGERS' FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JANARY 1, 2011 . THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE FIRST YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE BUILDING BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID SCHEDULE AND IT IS LIKELY THAT THE ACTUAL ANNUAL COMMON CHARGES OR EXPENSES WILL VARY FROM THE ACTUAL AMOUNTS SHOWN IN THE SCHEDULE.

THE SPONSOR HAS RESERVED THE RIGHT TO MODIFY, RENEW AND REPLACE EXISTING SERVICE, MAINTENANCE, EMPLOYMENT CONCESSIONAIRE AND OTHER AGREEMENTS AND INSURANCE POLICIES, AND TO ENTER INTO NEW AGREEMENTS AND POLICIES THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON THE CLOSING DATE. ANY SUCH NEW AGREEMENT WHICH HAS THE EFFECT OF MATERIALLY INCREASING COMMON CHARGES OR IS BINDING ON THE BOARD OF MANAGERS FOR MORE THAN TWO YEARS WILL BE DISCLOSED BY A DULY FILED AMENDMENT TO THIS PLAN.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION DIFFERS FROM THE BUDGET YEAR PROJECTED HEREIN BY MORE THAN SIX (6) MONTHS FROM THE ANTICIPATED DATE OF THE CLOSING OF THE FIRST UNIT, THIS PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET WHICH WILL DISCLOSE NEW PROJECTION. IF SUCH NEW PROJECTIONS EXCEED THE PROJECTIONS CONTAINED HEREIN BY TWENTY-FIVE PERCENT (25%) OR MORE, THE SPONSOR WILL OFFER ALL PURCHASERS THE RIGHT FOR FIFTEEN (15) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT WITHIN WHICH TO RESCIND THEIR OFFER TO PURCHASE AND HAVE THEIR DOWN PAYMENTS REFUNDED.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION IS DELAYED BY TWELVE (12) MONTHS OR MORE FROM THE ANTICIPATED DATE OF CLOSING, THE SPONSOR WILL AMEND THE PLAN TO OFFER ALL PURCHASERS THE RIGHT FOR FIFTEEN (15) DAYS FOLLOWING THE PRESENTATION OF SUCH AMENDMENT WITHIN WHICH TO RESCIND THEIR OFFER TO PURCHASE AND TO HAVE THEIR DOWN PAYMENTS REFUNDED. IF SUCH RIGHT TO RESCIND IS EXERCISED, THE DOWNPAYMENT WILL BE REFUNDED WITHIN TEN (10) DAYS OF THE SPONSOR'S RECEIPT OF THE NOTICE OF RESCISSION.

COMPLETE CONDO.MANAGEMENT

1303 53st. SUITE 282
BROOKLYN N.Y. 11219

Tel. 718.350.0787
Fax. 718.407.3428
Email. completeccm@gmail.com

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET

The Department of Law of
the State of New York
120 Broadway, 23rd Floor
New York, New York 10271

Re 291 Dovoe Street
Brooklyn, New York
Condominium Offering Plan

To whom it may concern;

The sponsor of the condominium offering plan for the captioned property retained me to review Schedules B and B-1, containing projections of income and expenses for the first year of condominium operation. I have the following experience:

I have been engaged in the real estate business for over three (3) years in the State of New York, during which time I have been involved in management of real property. My management experience includes the following residential buildings and/or condominiums/cooperatives: 34 Crooke Street, Brooklyn N.Y., 37 North Henry Street, Brooklyn N.Y., 1773 East 19th Street, Brooklyn N.Y., 201 Foster Avenue, Brooklyn N.Y. 235 Ocean Parkway, Brooklyn N.Y.

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 Schedules B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I have also relied on my experience in managing buildings.

I certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do 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) do 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 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 representations or statement made.

I further certify that I am not owned or controlled by the Sponsor. I 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. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Eli Brieger

Affirmed before me this
9th day of June, 200 10

Notary Public

CHARLES MANDELBAUM
NOTARY PUBLIC, State of New York
No. 24-4913684
Qualified in Kings County
Commision Expires Nov. 2, 2013

EXHIBIT "C"

SCHEDULE A
Offering Prices and Related Information
THE 291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY11211.
All projected charges are for the period July 2010 to June 2011

NOTES:	(1)			(2)	(3)	(4)	(5) Projected Common Charges		(6) Projected Real Estate Charges w/421A Benefits		(7) Projected Total Carrying Charges w/421A Benefits		(8) Projected Real Estate Charges w/o 421A Benefits		(9) Projected Total Carrying Charges w/o 421A Benefits	
Unit	Interior Square Footage	Square of Outdoor Space	Total Square Feet	Number of Rooms /Baths	Common Interest 100%	Offering Price	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly
1A	925	0	925	3/1.5	12.00%	$440,000	$4,545.00	$378.75	$126.72	$10.56	$4,671.72	$389.31	$4,994.88	$416.24	$9,539.88	$794.99
1B	1,361	979	2,340	3/1.5	15.00%	$535,000	$5,681.25	$473.44	$158.40	$13.20	$5,839.65	$486.64	$6,243.60	$520.30	$11,924.85	$993.74
2A	676	0	676	3/1	11.00%	$390,000	$4,166.25	$347.19	$116.16	$9.68	$4,282.41	$356.87	$4,578.64	$381.55	$8,744.89	$728.74
2B	675	0	675	3/1	11.00%	$390,000	$4,166.25	$347.19	$116.16	$9.68	$4,282.41	$356.87	$4,578.64	$381.55	$8,744.89	$728.74
3A	676	59	735	3/1	11.50%	$405,000	$4,355.63	$362.97	$121.44	$10.12	$4,477.07	$373.09	$4,786.76	$398.90	$9,142.39	$761.87
3B	675	59	734	3/1	11.50%	$405,000	$4,355.63	$362.97	$121.44	$10.12	$4,477.07	$373.09	$4,786.76	$398.90	$9,142.39	$761.87
4A	1,048	368	1,416	3/1	14.00%	$495,000	$5,302.50	$441.88	$147.84	$12.32	$5,450.34	$454.20	$5,827.36	$485.61	$11,129.86	$927.49
4B	1,170	244	1,414	3/1	14.00%	$515,000	$5,302.50	$441.88	$147.84	$12.32	$5,450.34	$454.20	$5,827.36	$485.61	$11,129.86	$927.49
Totals:	7,205	1709	8,914		100.00%	$3,575,000	$37,875.00	$3,156.25	$1,056.00	$88.00	$38,931.00	$3,244.25	$41,624.00	$3,468.67	$79,499.00	$6,624.92

Notes:
1) Unit 1B will have exclusive right to use and possession of the rear yard. Units 1B and 2B will include as limited common elements, step-outs and all Third and Fourth Floor Units will include as limited common elements, balconies. All First and Fourth Floor Units will include as a limited common elements, below-grade recreation space.

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

3) In addition to the purchase price, there are additional closing costs assessed against each unit, such as a document preparation fee ($950.00), reimbursement fee ($1,500.00), a working capital fund contribution equal to two-months common charges, a title clearance fee ($350.00), and payment of transfer taxes. Additionally, Purchaser will pay their own title insurance costs, recording charges and mortgage recording taxes. Please see Closing Costs and Adjustments in this Offering Plan for a more complete explanation.

FOOTNOTES TO SCHEDULE A

1. The square footage indicated in SCHEDULE A is a "gross" square footage figure, and is calculated by the standard mathematical formula of multiplying the length of an area by the width of an area; and adding together for each apartment all of the areas contained therein. The unit boundaries used for calculating the foregoing square footage are "exterior" boundaries, and include as part of the unit the entirety of any exterior walls and any walls partitioning the unit from common elements; as well as one-half the area of any walls partitioning the unit from other units. As a result, the usable floor area of the apartment will be significantly smaller than the measurements set forth in SCHEDULE A. The estimated square footage of each unit is based on the FLOOR PLANS and ARCHITECT'S REPORT set forth in Part II of this Offering Plan, and may vary, within reasonable tolerances, from the "as built" square footage as subsequently described in the condominium Declaration.

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

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

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

5. Projected Common Charges for the first year of operation include only those expenses which are enumerated in SCHEDULE B. Maintenance charges do not include such expenses as repairs to the interior of the owner's unit, and the owner's individual gas, electricity, and telephone expenses; individual costs for heat and hot water for each apartment is set forth in SCHEDULE B1 of this Offering Plan. Moreover, if the purchaser should obtain financing for the purchase, the debt service on that loan will be an additional expense not covered by the Common Charges. Common Charges are arrived at by allocating to each unit a share of the Monthly Charges proportionate to the Common Interest which that unit bears in the condominium.

6. After the condominium is divided into individual tax lots, each lot will be separately taxed for New York City property tax purposes. A unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the non payment of taxes on other units. Sponsor is applying for Real Estate Tax Benefits pursuant to Section 421-a of the New York State Real Property tax law. This will result in an exemption of the building from increase in actual assessed valuation due to improvements to the premises for a period of twenty-one (21) years, with the full assessment thereafter being phased in over a five (5) year period. Sponsor has obtained an opinion from Leitner Group Inc., 22 West 21st Street, 2nd Fl., New York, NY 10010, as to the likely effects of Sponsor's application for Real Estate Tax Benefits; Purchasers are directed to the section of this Offering Plan entitled POST CONSTRUCTION REAL ESTATE TAX PROJECTION for a complete explanation. The anticipated date of completion of construction is July 2010. Calculations of Real Estate Taxes are arrived at by applying the current tax rate to the assessed value, and then allocating the resulting taxes in direct proportion to the allocation of common interest. In the event Tax Abatement and Exemption benefits are obtained, the assessed value will be based on the pre-construction assessed value of $7,896.00. In the event tax exemption benefits are not obtained, the assessed value used for calculations is the $308,160 post-completion assessed value estimated by the Sponsor's real estate tax exemption and abatement expert, and set forth in his letter included in this Plan. In either case, the tax rate used for the calculation is 13.507%, which is the current tax rate. Unit owners shall be entitled to deduct real property taxes paid on the unit for income tax purposes. See TAX OPINION hereinafter set forth for a more complete discussion.

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

8. While Sponsor is applying for real estate tax benefits, and the expert opinion included in this Offering Plan projects that such benefits are available and will be granted no guarantee can be, or is made, that said benefits will be obtained, or will continue to be available. Therefore, Sponsor has projected in Schedule A the real estate taxes in the event no such benefits are obtained.

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

THE 291 DEVOE STREET CONDOMINIUM

PURCHASE AGREEMENT

Agreement made and dated between Builders New York Holdings V, LLC, a New York Limited Liability Company, having an address at 225 W. Wacker Drive, Suite 2000, Chicago, Illinois 60606, hereinafter called the Seller, and

residing at ,

hereinafter called the Purchaser.

WHEREAS, the Seller will promulgate a Condominium Plan and desires to offer for sale, pursuant to Article 9-B of the Real Property Law of the State of New York, Condominium Homes to be situated on the land owned by it located in Brooklyn, City and State of New York and the Purchaser is desirous of purchasing a Condominium Home therein;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Purchase Agreement, the parties mutually agree as follows:

1. Sale of Home. The Purchaser hereby agrees to purchase and the Seller agrees to sell the Condominium Home designated as No. , as shown on the plot plan which forms a part of the Offering Plan attached hereto, together with a % undivided interest in the common elements appurtenant thereto.

2. Delivery of Deed; Adjustments. The Closing of Title shall take place at an office to be designated by Seller at o'clock on or about ,20 , or at another date and time designated by the Seller upon thirty (30) days' written notice mailed to the Purchaser at the address hereinabove set forth. The Seller shall be entitled to a reasonable adjournment in the closing of title as set forth in Paragraph 28. If the Purchaser is not ready to close title at the date and time fixed pursuant to this Paragraph, any adjournment exceeding seven (7) days granted at the request of the Purchaser shall be upon the condition that (a) interest on the balance of the purchase price computed from the date originally fixed for closing to the actual date of closing, shall be paid to Seller at closing at a rate equal to .04% of the purchase price per day which equals an annual rate of 14.6%, and (b) all adjustments shall be made as of the date originally fixed for the closing of title and the Purchaser also agrees to apportion with Seller such taxes, electricity, heating, security costs, insurance and Common Charges as may be determined to be due at the time of closing. Nothing herein contained shall be construed to require

Seller to grant any adjournment beyond seven (7) days from the date originally fixed for closing.

3. Purchase Price. The purchase price is $ payable as follows:

$ on the signing of this agreement, the receipt of which is hereby acknowledged (the "Down Payment");

$ certified or bank cashier's check drawn on a New York bank payable directly to the order of Seller on closing of title;

Any payment made by check is accepted by Seller subject to collection. If any check tendered is not honored, Purchaser shall provide a certified check or bank cashier's check payable directly to Seller within 72 hours after demand for replacement therefor.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the downpayment hereunder is dishonored, Seller shall have the right to cancel this Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

ALL PAYMENTS AT CLOSING ARE TO BE MADE BY GOOD UNENDORSED CERTIFIED CHECK OR BANK CASHIER'S OR OFFICIAL CHECK PAYABLE DIRECTLY TO THE ORDER OF SELLER OR SELLER'S DESIGNEE AND DRAWN ON A BANK WHICH IS A MEMBER OF THE NEW YORK CLEARINGHOUSE. UNCERTIFIED CHECKS OF A FUNDING COMPANY OR ATTORNEY'S ESCROW ACCOUNT WILL NOT BE ACCEPTED BY SELLER ON ACCOUNT OF PROCEEDS DUE FROM PURCHASER.

4. Condominium Declaration. The Declaration and By-Laws will be recorded by Seller in the Office of the Register, Kings County prior to the closing of title to the first Home. The Seller shall file with the Declaration when it is recorded and shall amend the Declaration prior to the closing date and file at such time a verified statement of a registered architect or licensed professional engineer certifying that the plans theretofore filed or being filed simultaneously with such amendment fully and fairly depict the layout, location, Condominium Home designation and approximate dimensions of the Condominium Homes as built. The Declaration and By-Laws, as recorded by the Seller, are substantially in the form and substance of the Declaration and By-Laws delivered to the Purchaser and any changes made thereto will not substantially adversely affect the Purchaser.

5. Seller's Failure to Convey. It is specifically understood and agreed that in the event the Seller shall be unable to deliver or cause to be delivered a deed to the premises to the Purchaser in accordance with this agreement because of the inability of the Seller to

complete the filing of the premises as part and parcel of a Condominium plan in accordance with the Offering Plan of The 291 Devoe Street Condominium and any amendments thereto, and/or deliver title for any reason, then the Seller shall immediately notify the Purchaser and thereupon this agreement shall terminate and the sole liability between the parties shall be the return by the Seller to the Purchaser of the Purchaser's Down Payment with interest, if any, under this agreement. Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render title to the premises marketable or to cure any objections to title.

6. Construction of Condominium. The Seller has received a building permit from the City of New York which will permit the Seller to erect the Condominium Homes as residential dwellings on the property. Prior to the closing of title set forth herein, the Seller will declare the property and the Condominium Homes erected thereon to be a Condominium pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York.

7. Purchaser Bound by Offering Plan, etc. The Seller has exhibited and delivered to the Purchaser and the Purchaser acknowledges receipt of the Offering Plan at least 72 hours prior to the execution of this Purchase Agreement and has read and agrees to be bound by the proposed Declaration, By-Laws and Offering Plan of the said Condominium (and the Schedules, Plans and Exhibits attached thereto) all of which are incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full herein. Any conflict between the Offering Plan and the Purchase Agreement is to be resolved in favor of the Offering Plan. The Purchaser acknowledges that he is purchasing a Condominium Home in a Condominium to be formed, and that, except as stated in this agreement (and as set forth in the Declaration, By-Laws, Exhibits and Offering Plan), he has not relied on any representations or other statements of any kind or nature made by the Seller, any representatives of Seller, or otherwise, including but not limited to any relating to the description, size or dimensions of the Home or rooms therein, and the estimated common charges or other expense in connection herewith.

8. Closing Costs and Adjustments. The Purchaser shall pay the fee of his own attorney, and a travel fee to Seller's attorneys in the amount of $250.00 if the closing of title is held at an office other than that of Seller's attorney, and $1,250.00 to Sponsor's Counsel for coordinating the closing. The Purchaser further agrees to pay at the closing of title, the actual cost of title examination, cost of mortgage title insurance, bank attorneys' fees for preparation of the documents necessary for the mortgage loan, bank credit and appraisal fees, origination fee, commitment fees, New York City and New York State transfer taxes, recording and filing charges paid or payable to public officials, private mortgage insurance premiums, if applicable, mortgage recording taxes and other bank or governmental charges assessed on the loan or on the transfer of title.

9. Additional Closing Costs and Adjustments. The Purchaser agrees to pay two months' Common Charges to the Condominium at the closing of title as initial working

capital of the Condominium. The Purchaser also agrees to apportion with Seller such taxes, electricity, gas, insurance and Common Charges as may be determined to be due at the time of closing.

10. Seller's Right to Mortgage Tax Credit. The Purchaser agrees that any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of the Seller.

11. Escrow or Bonding of Deposits. The Seller will hold all monies received directly or through its agents or employees hereunder in trust until the closing of title to a home or Sponsor may use said funds prior to closing if a bond or an irrevocable letter of credit is posted to insure a return of such payment in the event a Purchaser is entitled to a refund of such monies pursuant to the terms of this Purchase Agreement or the Offering Plan. If no bond or letter of credit is posted, such funds will be held as trust funds pursuant to Section 352-h and 352-e(2)(b) of the General Business Law, in a special account entitled "Certilman Balin Adler & Hyman LLP, The 291 Devoe Street Condominium IOLA Escrow Account" in Capital One, N.A., located at 274 Broad Hollow Road, Melville, New York 11747. The signature of Ira J. Adler, Richard Herzbach, Howard M. Stein, Jodi Hoffman or Marilyn Price shall be required to withdraw such funds. The funds existing in the trust account will be immediately payable to the Seller at the closing of title to the Home covered by this Purchase Agreement. In the event of default by the Purchaser under this Purchase Agreement, which default continues for thirty days after notice of such default from the Seller to the Purchaser, the Down Payment plus the cost of any extras ordered may immediately be released to the Seller from such account as liquidated damages and thereafter neither party shall have any rights or obligations to or against the other. If a bond has been posted, it may be withdrawn after such default and notice.

In addition, although all funds received by Seller for upgrades, options or extras to the Residential Unit will initially be placed in the Escrow Account, such funds may be released from the Escrow Account as long as the Sponsor uses the funds for such upgrade or extra. In the event Purchaser is entitled to a right of rescission, the return of their Down Payment shall not include any funds paid towards, upgrades, options or extras.

In the event the Seller cannot convey title to the Home, all moneys advanced by the Purchaser hereunder shall be returned to the Purchaser with interest, if any.

12. Subordination of Purchase Agreement to Mortgages. The Purchaser agrees that all terms and provisions of this agreement are and shall be subject and subordinate to the lien of any institutional mortgages on the Condominium property heretofore or hereafter made and any advances heretofore or hereafter made thereon, and any payments or expenses already made or incurred or which may hereafter be made or incurred, and any purchase money mortgages, pursuant to the terms thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall

apply whether such advances are voluntary or involuntary and whether made in accordance with the schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. The Seller shall satisfy all such mortgages or obtain a release of the Home from the lien of such mortgages at or prior to the closing date, except for the individual mortgage of Purchaser thereon, whether same be by extension, assumption, consolidation or otherwise.

13. Construction of Home by Seller. The Seller agrees, at its own cost and expense to erect and complete the aforementioned Home in accordance with the requirements as to materials and workmanship of the Building Department of the City of New York and with the requirements of the lending institution which shall make the mortgage loan herein set forth and further agrees that when completed, same will be in substantial accordance with the plans as filed with the Building Department. The issuance of a temporary or permanent Certificate of Occupancy shall mean that the Home is substantially complete, subject to Paragraph 20 below.

14. Personal Property Included in Sale; Excluded Items. All articles of personal property, fixtures and equipment as set forth in the Offering Plan for the Condominium Home referred to herein are included in this sale, and same will be delivered free and clear of all liens and encumbrances except the lien of the mortgage applied for by Purchasers herein. Decorative fixtures, furniture, furnishings, paint, wall paper, carpeting, ceramic floors, mirrors, shelves, wall and window treatments, built-ins, electric fixtures on site lighting, intercom systems, high back splash on kitchen cabinets, ceiling high kitchen cabinets, wall mounted vanities, special kitchen cabinets, whirlpool bathtubs, wood ceiling treatments, high hat lighting, additional fixtures and switches added for decorative purposes exhibited in the Model Homes, excepting those specifically set forth herein or in the Offering Plan, are for display purposes only and are not included in this sale.

15. Selection of Colors. It is further agreed that wherever the Purchaser has the right to make a selection of colors, fixtures and/or materials from Seller's designated samples, he shall do so within seven (7) days after written demand therefor. In the event the Purchaser fails to make such selection within such period, the Seller shall have the right to use its own judgment in the selection of colors, fixtures and materials and the Purchaser shall accept the same. Such written demand shall be by ordinary mail addressed to the Purchaser at the address herein set forth. Seller shall not be responsible for variations in the color of siding, appliances, plumbing fixtures, carpeting or tiles from the samples due to manufacturer's variations, nor shall such variations constitute an objection to closing or entitle Purchaser to compensation therefor.

16. Sellers Right to Make Changes in Materials, etc. The Seller reserves the right to: (a) make changes or substitutions of materials or construction for items as set forth in the Offering Plan or Building Plan, provided any such changes are of comparable value and quality; (b) determine the grading, elevation and design (including reversal of the

Home and building layout) of all dwellings to fit into the general pattern of the Condominium; and (c) determine elevation of front, rear and sides of building, and elevation and location of foundations, walkways, stairs, patios, balconies, window fenestration, and roadway; (d) determine the ultimate house mix of Homes in the Condominium; (e) modify entry walks; (f) determine location of electric and gas meters, mail boxes, hose bibs, gas furnaces and air conditioning units (g) make any other change required by any agency or the City of New York. In addition to the foregoing, the building exteriors, exterior elevations and location of the foundation, entrances, window fenestration, balconies and buildings will vary in certain instances.

17. Closing Deed; Power of Attorney. The closing deed shall be in proper statutory form for recording; shall be Bargain and Sale with covenant; shall be duly executed and acknowledged by the Seller at the Seller's expense and shall contain such a description of the premises as shall be acceptable and/or approved so as to validly convey under the Condominium Act, the Home and the undivided interest in the common elements referred to herein. At the closing of title the Purchaser agrees to execute and deliver to Seller the Power of Attorney in the form annexed hereto (and made a part hereof) and designated "Schedule F".

18. Insurable Title, Subject To. The Seller shall give and Purchaser shall accept a good and insurable title (subject to the terms of the Declaration and By-Laws as filed and of the Offering Plan), free and clear of all liens and encumbrances except the lien of the mortgage applied for by Purchaser herein and except as set forth in the Offering Plan and such title as any reputable licensed title insurance company will approve and insure for mortgages and/or fee title insurance. Fee title insurance, if ordered by Purchaser, shall be purchased at Purchaser's own cost and expense. Purchaser shall deliver to Seller's attorney at least ten (10) days prior to closing, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Premises are being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing not to exceed sixty (60) days for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Agreement.

19. Completion of Construction; Purchaser's Inspection. Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Home or the building in which it is located or (b) other Homes or (c) the landscaped areas or (d) other portions of the common elements have not been completed. Purchaser will inspect his Home with a representative of the Seller during normal business hours prior to the closing date and will sign and deliver to Seller on or before closing date a Pre-Title Inspection Statement supplied by Seller, acknowledging the condition in which he has received his Home. Seller shall complete all unfinished items within ninety (90) days from the date of the closing of title, weather and other circumstances permitting. Any such incomplete items shall not constitute an objection to closing provided Seller executes and delivers to Purchaser, a letter agreement in accordance with the foregoing. Purchaser shall permit Seller, its

agents, servants and/or employees to enter upon the Premises and shall provide reasonable access thereto subsequent to closing to complete any incomplete items. In no event shall Seller be required to hold any proceeds in escrow for completion of any incomplete items on the Pre-Title Inspection Statement.

In the event Seller is required to make any repair or complete any item of work to be performed by Seller after closing, the limit of Seller's liability shall be to make said repair and/or to complete such item. This Paragraph shall survive the delivery of the deed.

20. Acceptance of Deed Full Compliance by Seller; Waiver of Jury Trial. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the closing of title hereunder shall constitute full compliance by the Seller with the terms of this agreement and none of the terms hereof, except as otherwise herein expressly provided, shall survive the delivery and acceptance of the deed. All representations contained in the Offering Plan shall survive delivery of the deed. The parties hereto do hereby agree that trial by jury in any action, proceeding or counterclaim arising out of or from this Agreement is hereby waived.

21. LIMITED WARRANTY. SELLER HEREIN MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PURCHASE AGREEMENT OR HOME COVERED HEREBY AND ALL SUCH WARRANTIES ARE EXCLUDED, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ANNEXED HERETO AS EXHIBIT "1". THE TERMS OF THE LIMITED WARRANTY ARE HEREBY INCORPORATED INTO THIS PURCHASE AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF. PURCHASER HEREBY ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE ANNEXED LIMITED WARRANTY HAS BEEN PROVIDED BY SELLER TO PURCHASER FOR PURCHASER'S EXAMINATION AND THAT A REASONABLE PERIOD OF TIME FOR ITS EXAMINATION BY PURCHASER HAS BEEN AFFORDED TO PURCHASER PRIOR TO THE TIME OF PURCHASER'S EXECUTION OF THE PURCHASE AGREEMENT. PURCHASER UNDERSTANDS AND ACCEPTS THE ANNEXED WARRANTY TO THE PURCHASE AGREEMENT IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THIS TRANSACTION. THE ANNEXED WARRANTY WILL BE FULLY EFFECTIVE WITHOUT THE EXECUTION OF ANY OTHER DOCUMENT BY EITHER PURCHASER OR SELLER ON THE DATE THAT PURCHASER OR ITS FAMILY SHALL FIRST OCCUPY THE HOME WHICH IS THE SUBJECT OF THIS AGREEMENT AS A RESIDENTIAL HOME OR THE DATE THAT THE DEED TO SUCH HOME SHALL BE DELIVERED TO PURCHASER, WHICHEVER OCCURS FIRST. IN ADDITION TO THE ANNEXED LIMITED WARRANTY, PURCHASER WILL RECEIVE ANY MANUFACTURERS' WARRANTIES APPLICABLE TO THE APPLIANCES INSTALLED IN THE HOME. The provisions of this Paragraph shall survive the delivery of the deed.

22. Lack of Labor/Materials; Seller's Right to Cancel. The parties hereto do hereby agree that the Seller may cancel this Agreement by forwarding its check in the full amount paid by the Purchaser, with interest, if any, together with a notice in writing, addressed to the Purchaser, at their addresses hereinabove set forth in the event of the occurrence of either of the following: (I) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restriction shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (2) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed.

23. Lien of Deposit; Risk of Loss. All sums paid on account of this Agreement and the reasonable expense of the examination of the title to the Home are hereby made liens hereon, but such liens shall not continue after default by the Purchasers under this Agreement. The risk of loss or damage to the Home by fire or any other cause until the delivery of the deed or possession by the Purchaser is assumed by the Seller. In the event a substantial portion of the Home or Community shall be destroyed or damaged prior to closing, Seller shall be entitled to cancel this Agreement by written notice to Purchaser, together with a check in the full amount paid by Purchaser, with interest, if any. The parties shall thereafter be released from any further liability hereunder.

24. Liens Satisfied at Closing. The existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided the Seller shall deposit a sufficient amount with a title company so that said company shall be willing to insure against collection of same from the property herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

25. Possession Prior to Closing. It is expressly understood and agreed that the Purchaser shall in no event take possession of the premises prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Agreement and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove them from the premises as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and upon such election, the amount paid hereunder shall belong to the Seller as liquidated damages. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property on or after the closing of title herein.

26. Execution of Required Documents. Purchasers agree to perform all acts required by the Seller to carry out the provisions of the Offering Plan, establish the Condominium and conform to the provisions of all applicable laws and regulations. This Paragraph shall survive delivery of the deed.

27. Delay in Closing; Purchaser's Option to Cancel; Abandonment. In the event the Seller shall be unable to convey title to the Condominium Home on or before twelve (12)months after the date of delivery of title set forth herein, except for delays due to strikes, acts of God, wars, lockouts, military operations, national emergencies, installation of public utilities, governmental restrictions preventing Sponsor from obtaining necessary supplies and/or materials, in which event the period shall be extended to eighteen (18) months, except for the Purchaser's default, the Purchaser shall have the option to cancel this agreement and to have the Down Payment advanced by him returned to the Purchaser with interest, if any. Seller must receive Purchaser's written notice of his intention to exercise such option to cancel no later than ten (10) days after the expiration of the twelve (12) or eighteen (18) month periods, whichever applicable. Failure to so notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of this Agreement. The Seller has the option not to close title to the Condominium Home described herein if less than 80% of all of the Condominium Homes to be constructed as part of the Condominium are sold, so long as title to any Condominium Home has not been conveyed, and the Declaration has not been filed at such time. In the event Seller exercises such option, it shall forthwith return the Purchaser's Down Payment with interest, if any.

28. Options Ordered by Purchaser. Any special work ordered or changes ordered by Purchaser shall be signed by the Purchaser and must be paid for in full within seven (7) days of the order. If for any reason the Sponsor fails to install said special work in accordance with the work order, the limit of the Sponsors liability is a refund of the amount of the charge, and same shall not be deemed an objection to title. In the event Purchaser orders upgraded or optional items other than the standard provided by Seller, Seller shall not be responsible or liable for any defects in quality of materials or workmanship in installation.

29. Breach of Purchase Agreement. Should Purchaser violate, repudiate, fail to perform any of the terms of this Agreement, fail to close title, or fail to make any payment required hereunder in a timely manner, Seller may, at its option, retain all of the monies paid on account plus the cost of optional extras ordered hereunder as liquidated damages, in which event the parties shall be discharged of all further liability hereunder, or Seller may otherwise avail itself of any legal or equitable rights which it may have under this Agreement. Seller shall not be required to tender a deed to enforce this provision. This provision shall apply whether or not construction has commenced and regardless of any sale of the Home subsequent to Purchaser's default.

30. Binding Nature of Purchase Agreement, Assignability; Recordation. The parties agree that the stipulations and agreements herein contained shall be binding upon them, their respective heirs, executors, administrators and/or assigns. The Purchaser agrees that he will not record or assign this Agreement or any of his rights hereunder without the written consent of the Seller. In the event the Seller, in its discretion, permits an assignment of this Purchase Agreement it may elect to impose an assignment fee. In no way should this be construed as a requirement that the Seller must consent to an assignment and Seller reserves the right to refuse to permit an assignment of this Purchase Agreement.

31. Notice. Any notices, statements, certificates, requests or demand required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given

(a) when delivered to an overnight courier service, if sent by overnight courier,

(b) upon personal delivery actually being made, and

(c) upon receipt or first refusal of delivery or inability of delivery after delivery to the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested.

Notwithstanding the foregoing, any notice of default must be delivered only by overnight courier service, personal delivery, or certified mail return receipt requested.

32. Prohibition Against Advertising of Home for Sale. The placing of an advertisement for the sale of this Home in any newspaper or other periodical prior to closing will constitute a material breach of this Agreement entitling Sponsor to retain all monies paid on account of this Agreement (including the cost of extras) as liquidated damages.

33. Broker. The parties agree that no broker except _____ (the "Broker") brought about this sale and Purchaser agrees to indemnify Seller against any claim brought for brokerage based upon Purchaser's acts. Seller shall pay the Broker pursuant to separate agreement. In the event Purchaser is represented or has consulted with an outside broker (other than the Broker), Purchaser shall be responsible for all costs and commissions associated therewith and Seller shall not be responsible for any co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

34. Purchaser as Agent for Each Other. If two or more persons are named as the Purchaser herein, any one of them is hereby made agent for the other in all matters of any and every kind or nature affecting the premises herein or this Agreement.

35. Delivery of Purchase Agreement. This Purchase Agreement shall not be binding on Purchaser until it is accepted, by endorsement hereon by the Seller, and a fully signed copy thereof shall have been delivered or mailed to Purchaser or his attorney. If this Agreement shall not be accepted within twenty (20) days of the date hereof by the delivery or mailing to Purchaser of such endorsed and fully signed copy, this Purchase Agreement shall be deemed to be rejected and canceled and Purchaser's deposit shall be promptly refunded within ten (10) days thereafter.

36. Entire Agreement. This agreement states the entire understanding of the parties and the Seller shall not be bound by any oral representations and/or agreements made by Seller, its agents, or representatives. Any conflict between this Purchase Agreement and the Plan shall be resolved in favor of the Plan.

THIS AGREEMENT STATES THE ENTIRE UNDERSTANDING OF THE PARTIES AND THE SELLER SHALL NOT BE BOUND BY ANY ORAL REPRESENTATIONS AND/OR AGREEMENTS MADE BY SELLER, ITS AGENTS, OR REPRESENTATIVES.

BUILDERS NEW YORK HOLDINGS V, LLC

By:_____

_____(L.S.)

_____(L.S.)

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

RIDER TO PURCHASE AGREEMENT DATE _____, 20 BY AND BETWEEN **BUILDERS NEW YORK HOLDINGS V, LLC**, AS SELLER, AND _____, AS PURCHASER.

LIMITED WARRANTY

NAME OF PURCHASER(S):	_____
ADDRESS OF PURCHASER(S):	_____
DESIGNATION OF HOME WARRANTED:	_____
NAME OF SELLER:	**BUILDERS NEW YORK HOLDINGS V, LLC**
ADDRESS OF SELLER:	225 W. Wacker Drive, Suite 2000 Chicago, Illinois 60606
EFFECTIVE DATE OF THIS LIMITED WARRANTY:	The date that Purchaser or its family shall first occupy the home warranted or the date of delivery of the deed to such home to Purchaser, whichever occurs first.
SELLER'S LIMIT OF TOTAL LIABILITY:	Sixty (60%) percent of the purchase price of the home set forth in the Purchase Agreement to which this Warranty is annexed as a rider less any insurance proceeds received by Purchaser.

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, AND INDIRECT DAMAGES.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE HOME AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY THE SELLER'S RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF A LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE HOME.

1. To Whom Given. This Limited Warranty is given to the Purchaser named on page 1 while the Purchaser owns the Home. IT DOES NOT EXTEND TO SUBSEQUENT OWNERS, HEIRS, TENANTS OR MORTGAGEES IN POSSESSION OF THE HOME, ANY ONE WHO MAY SUCCEED TO THE RIGHTS OF PURCHASER OR ANY OTHER PERSONS.

2. By Whom Made. This Limited Warranty is made exclusively by the Seller whose name and address appear on page I.

3. Final Inspection of the Home. Before the Purchaser moves into the Home or accepts the deed, the Seller will schedule an appointment for final inspection of the Home with the Purchaser. The purpose of this final inspection is to discover any defects of a visible, obvious or patent nature, or any other unfinished work.

All defects found on final inspection of the Home will be itemized on a Final Inspection Sheet, which will be signed by the Purchaser and the Seller before occupancy of the Home or delivery of the deed.

4. Warranty Coverages and Periods. The Warranty Period for all of the following coverage begins on the Effective Date of this Warranty shown on page I of this warranty.

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of this warranty, the Home will be free from latent defects that constitute:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller;

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller; or

(d) defective installation of appliances sold as part of the Home by the Seller or an agent, employee or subcontractor of the Seller.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of this warranty, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Home which have been installed by the Seller are warranted to be free from latent defects resulting from defective installation by the Seller.

The Plumbing System refers to the gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System refers to all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System refers to all duct work, steam, water and refrigerant lines, registers, convertors, radiation elements and dampers.

Except by reason of a defect in installation by Seller, this major system coverage does not include defects in appliances, fixtures and items of equipment.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six years from the Effective Date of this warranty, the Home will be free from latent Major Structural Defects that result from:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller; or

(c) defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

Damage to the following non-load bearing portions of the Home are not covered by this six-year coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the Home; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; and insulation.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

In all coverages under this Paragraph 4, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Home is located, in effect on the date that the building permit for the Home was issued, as supplemented by the annexed locally accepted building standards and practices.

ALL TIME PERIODS FOR THESE COVERAGES ARE OF THE ESSENCE AND WILL NOT BE EXTENDED.

5. Exclusions From All Coverages. The following are not covered by this warranty:

(a) patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Home prior to the Effective Date of this warranty ought to have revealed;

(b) defects in detached garages and carports; swimming pools and other recreational facilities, if any; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); and any other improvements not a part of the Home itself;

(c) raised butt joints; ridging, scuffing on kitchen cabinet or vanity surfaces; variations of wood grain or staining of kitchen cabinets or vanities; shading variations of the exterior siding staining (on the face surface or grooves), and on facias from staining; doors and windows sticking because of weather; adjustment of bi-fold doors; chips, scratches, marks, breaks, or other blemishes in windows, sliding doors, screens, electric fixtures and globes, woodwork and doors; dented appliances; broken screens; and minor chips (nicks) to cultured marble floors and countertops;

(d) defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors and for incidental or consequential damages resulting from such work or materials;

(e) damage caused by the failure by the Purchaser or anyone other than the Seller, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment;

(f) damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Seller or its employees, agents and subcontractors with the Seller's original construction or installations;

(g) additional damage caused by the failure of the Purchaser to give notice to the Seller of any defects or damage in a timely manner as provided in this warranty;

(h) damage caused by changes in grade made by anyone other than the Seller, its employees, agents or subcontractors and damage caused by changes in grade made by Seller's agents and subcontractors if such work was ordered directly by Purchaser;

(i) damage caused by changes, alterations or additions made to the Home by anyone other than Seller or its employees, agents or subcontractors after the Effective Date of this warranty;

(j) damage caused by changes, alterations or additions made to the Home by Seller's agents and subcontractors if such work was ordered directly by Purchaser after the Effective Date of this warranty;

(k) damage or mold caused by dampness or condensation due to the failure of the Purchaser to maintain adequate ventilation or in areas partially or wholly below grade, to employ dehumidifiers; or air conditioning;

(l) loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water, soil movement and changes in the underground water table;

(m) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(n) any damage which Purchaser has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect, vermin and/or rodent damage and infestation, or damage caused by other animals or pests;

(q) bodily injury, death, or damage to personal property;

(r) costs of shelter, transportation, food, moving, storage or other expenses related to relocation during repair or replacement;

(s) consequential, incidental, special and indirect damages;

(t) any claim not filed in a manner set forth in paragraph 7 of this warranty;

(u) damage which arises while the home is being used for nonresidential purposes; and

(v) damage due to abnormal loading on floors which exceeds design loads as mandated by the applicable building code or building standards.

6. What Seller Will do in the Event of a Defect Covered by This Warranty. If a defect occurs in an item covered by this warranty, the Seller will repair, replace, or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s), within sixty (60) days after the Seller's inspection or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Seller's control. The choice among repair, replacement or payment is solely that of the Seller. In making any repairs or replacements, Seller shall have the right to select the method and materials to be used in performing such repairs or replacements.

Seller's liability under this warranty is limited in the aggregate to the amount listed on page I of the warranty.

Repair of damage to the load-bearing portions of the Home will be limited to that which is necessary to restore their load-bearing function. Repair of other Major Structural Defects will be limited to repair of those defects which made the Home unsafe, unsanitary or otherwise unlivable.

7. Step by Step Claims Procedures. (a) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Seller no later than the tenth (I0th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Seller by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Seller by that deadline, the Seller will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.

(b) No steps taken by the Seller, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Warranty. No steps taken by the Seller in response to an improperly completed or untimely notice of a warranty claim will give rise to any liability of Seller to Purchaser in connection with such claim.

(c) In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Seller and the Seller's agents will have the right to inspect and test the portion of the Home to which the claim, complaint or request relates. The Purchaser and occupants of the Home must provide reasonable access to the Seller and the Seller's agents during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement. Failure by Purchaser to provide such access shall invalidate this warranty with respect to the defect(s) set forth on the Notice of Warranty Claim.

(d) The Seller will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Seller will determine whether to accept or reject the claim. If the Seller rejects the claim, the Seller will give written notice of that decision to the Purchaser at the address shown on the Notice of Claim Form. If the Seller accepts the claim, the Seller will take corrective action within a reasonable time under the circumstances. The Seller will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Seller's control.

8. Legal Actions. (a) No claim under this warranty may be commenced or asserted against Seller in any lawsuit unless a properly completed Notice of Warranty Claim Form has been received by the Seller in the time period set forth in paragraph 7 of this warranty.

(b) No lawsuit against the Seller under this warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Seller has given written notice of its rejection of Purchaser's claim with respect to such claim, or thirty (30) days after Builder has substantially completed corrective action for a defect with respect to such defect.

9. Miscellaneous Provisions. (a) To the extent any coverage under this warranty applies to common elements of a condominium, such coverage shall be deemed given to the Board of Managers of the condominium.

(b) This warranty may not be amended in any way without Seller's prior written consent in each instance.

(c) If any provision of this warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

(e) This warranty shall be governed in accordance with the laws of the State of New York.

(f) The annexed Building Standards, as the same may be amended, establishes the standards by which it will be determined whether the home has a problem which is covered by this Limited Warranty and the obligation of the Seller to correct such problem. If an item is not covered in the Building Standards, standard industry practice shall govern.

NOTICE OF WARRANTY CLAIM FORM

Dear Purchaser:

To ask the Seller to correct a defect in your Home that you think is covered by the Seller's Limited Warranty, you must complete this form and deliver it to the Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty.

The information you will need to fill out the form will be on page 1 of the Limited Warranty. However, if you do not know the answers to any questions, write "Don't know." Please do not leave any items blank.

Your Name: _____

Mailing Address: _____

_____

_____

Phone: _____

Home No.: _____

Effective Date of the Warranty: _____

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

_____

_____

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_____ _____

(date) (signature)

_____ _____

(date) (signature)

This completed and signed form must be sent to Seller at its address listed on the first page of the Warranty by certified or express mail, return receipt requested.

PERFORMANCE STANDARDS

The following performance standards are the accepted standards for the construction of all homes to be built.

While these performance standards define the builder's responsibility, these performance standards shall not apply and the builder shall not be responsible to items installed or modified by the owner, or their agents, or to items subject to neglect or abnormal or improper use. Unnecessary service calls or service calls caused by misuse, modification, abuse or changes from original installation and construction shall result in a service call charge to the homeowner of a minimum of $50.00.

In no event shall the builder be responsible for the partial or total death of any trees, shrubs, bushes, or any other landscape improvements. Healthy stock is planted initially.

In no event shall the builder be responsible for normal lumber shrinkage and any ramifications caused by same, i.e. ridging of floor over "built-up" double, or triple, etc. floor beams, or shrinkage of floor or ceiling beams.

ACCEPTED STANDARDS

The performance standards list specific items (defect) within each separate area of coverage. The first section covers workmanship and materials; the second section covers systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

Possible Deficiency:
A brief statement, in simple terms, of problems that may be encountered.

Performance Standard:
A performance standard relating to a specific deficiency.

Responsibility:
A statement of the corrective action required of the builder to repair the deficiency or a statement of the Home Owner's maintenance responsibilities.

Workmanship and Materials, First Year Only:

1. Site Work
2. Concrete
3. Masonry
4. Wood and Plastic
5. Thermal and Moisture Protection
6. Doors and Windows
7. Finishes
8. Specialties
9. Equipment
10. Plumbing
11. Heating and Cooling
12. Ventilation
13. Electrical
14. Roofing

Systems, First and Second Year:
Plumbing, electrical, heating, cooling and ventilation systems shall mean:

a. In the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. In the case of electrical systems: all wiring electrical boxes, switches, outlets and connections up to the public utility connection; and

c. In the case of heating, cooling, and ventilation systems: all duct work, steam, water, and refrigerant lines, registers, convectors, radiation elements and dampers.

Major Structural Material Defects:

"Material Defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

PART I

GENERAL ELECTRICAL, PLUMBING, MECHANICAL AND STRUCTURAL STANDARDS

A. Mechanical, plumbing, structural and electrical standard should be governed by the N.Y.C. building code.

B. The issuance by the appropriate authorities of the documents indicating evidence of compliance, shall be deemed evidence of compliance. Use of the building must always comply with the Certificate of Occupancy issued at title closing to the first purchaser.

C. Appliances, Fixtures and Equipment:

a. Appliances, fixtures and equipment (including their fittings, attachments, controls and appurtenances) shall include but not be limited to furnaces, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning condensers and compressors, water heaters, boilers, pumps, stoves, automatic garage door openers, washers and driers, bath tubs, sinks, commodes, faucets and fittings, light fixtures, light switches, convenience outlets, circuit breakers thermostats and controls.

b. The warranty period for appliances, fixtures and equipment (including their fittings, attachments, controls and appurtenances) for which there is no written manufacturer's warranty shall be one year. The initial warranty period for appliances, fixtures and equipment on those items where a manufacturer's warranty is provided by the manufacturer is the builder's warranty under these performance standards and shall be limited to the duration of the manufacturer's warranty but in no event shall the builder's responsibility under these performance standards exceed one year. (This does not, however, limit to one year the stated period of the applicable manufacturer's warranty where such warranty exceeds one year).

PART II

QUALITY STANDARDS

General workmanship and material defects are guaranteed under the initial warranty period. The following quality standards are intended to define the specific limits of permissible defects in materials and general workmanship. These performance standards have been developed after careful analysis of building custom and practices within this jurisdiction. These performance standards may be periodically supplemented; However if a buyer complaint on a warrantable item should arise which is not governed by any specific performance standard, then determination of builder responsibility through conciliation and arbitration shall be made on the basis of good industry practice within jurisdiction where the home is situated.

These performance standards represent the basis for determining the validity of all home buyer complaints relating to defective materials and workmanship during the initial one year warranty program. If any specific performance standard listed below conflicts with any of the general standards set forth in Part I, then that standard which requires a greater quality of performance shall govern.

I. SITE WORK

A. Site Drainage

1. Improper draining and water runoff from the site.

Approved Standard: The builder shall be responsible for providing grades and swales to insure proper drainage away from the house as per approved plans, if any. Standing water shall not remain thirty-six hours after a rain, except swales which may drain as long as forty-eight hours. No grading decisions shall be made while there is frost on the ground or while ground is saturated.

Required Remedy: The builder is required only to establish proper grades and swales to effectuate proper drainage. It is the owner's responsibility to maintain such grades and swales once they have been properly established by the builder.

B. Backfill and Excavation

1. Settling of ground around filled areas, including foundation, utility trenches, etc.

Approved Standards: The maximum allowable settling around utility trenches, foundations or other filled areas shall be six inches, and settling foundation shall further not interfere with proper water drainage away from the house.

Required Remedy: The builder shall be responsible for refilling any excessively settled areas. The builder's responsibility shall be limited to one such occurrence during the one year warranty period. The builder shall not be held responsible for any grass, shrub or other landscaping affected by such settling or by such additional backfilling.

C. Paved Driveways

1. Pooling of water and uneven settling of pavement.

Approved Standard: No standing water more than 1" deep should remain on the paved driveway twenty-four hours after a rain. Improper draining resulting from non-clearance of snow and ice is not the builder's responsibility.

Required Remedy: Builders shall fill in low spots to meet the above standard. However, the builder is not responsible for matching the patch in color or texture to the rest of the driveway.

II. MASONRY

A. Unit Masonry

1. Cracking of foundation and basement walls.

Approved Standard: While it is not unusual for some minor cracking to appear in mortar joints of masonry foundation walls, such cracks are considered excessive if greater than 1/4 inch in width.

Required Remedy: The builder shall repair visible cracks in excess of 1/4 inch by surface patching. Any such repairs should be made near the end of the one year warranty so as to permit stabilization of the normal settling process of the home. The color or texture of the patch may not match.

2. Cracks in veneer or masonry walls.

Approved Standard: Cracks greater than 1/4 inch in width are considered excessive.

Required Remedy: The builder shall repair cracks in excess of 1/4 inch by surface patching, but shall not be responsible for matching color or texture. Any such repairs should be made near the end of one year warranty period so as to permit stabilization of the normal settling process of the home.

III. CONCRETE WORK

A. Cast-in-Place Concrete

1. Cracks in basement floor.

Approved Standard: Minor cracks in concrete basement floors are not unusual. Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive.

Required Remedy: The builder shall repair by surface patching all cracks exceeding maximum tolerances in the performance standard.

2. Cracks in basement or foundations walls.

Approved Standard: While some non-structural cracking is not unusual, such cracks greater than 1/4 inch in width are considered excessive.

Required Remedy: The builder shall repair visible nonstructural cracks in excess of 1/4 inch by surface patching. Such repairs should be done once during the first year limited warranty period.

3. Settling, cracking, or heaving of steps or stoops.

Approved Standard: Cracks of less than 3/4 inch are acceptable in concrete stoops; however, steps of stoops should not settle or heave in excess of 1-1/2 inch in relative position to the adjacent house.

Required Remedy: Builder shall repair excessive crack by surface patching.

4. Cracks in slab floor of attached garage.

Approved Standard: Cracks in excess of 1/4 inch in width and 1 inch in vertical displacement in slab floor of attached garage are considered excessive.

Required Remedy: Builder shall repair excessive cracks as required by any acceptable method.

5. Water staying on stoops.

Approved Standard: All water should drain from outdoor steps and stoops.

Required Remedy: Builder shall repair by surface patching to assure appropriate drainage.

6. Cracking in attached patio floors.

Approved Standard: Only those cracks greater than 1/4 inch in width or 1 inch in vertical displacement are considered to be excessive.

Required Remedy: Builder shall repair by surface patching providing this deficiency has not been caused by freezing fall action which is beyond the control of the builder.

7. Excess chalking or powdering of concrete surface.

Approved Standard: Excess chalking or powdering of concrete surfaces is not acceptable, but shall not be confused with surface dust.

Required Remedy: The builder shall repair surfaces as necessary, utilizing "proper" resurfacing or coating material.

8. Cracking of concrete slab-on-grade floors greater than 1/4 inch.

Approved Standard: Cracks significantly diminishing performance and/or appearance of the flooring material shall not be acceptable.

Required Remedy: The builder shall repair by surface patching the cracks as necessary to diminish visibility when finish flooring material is in place. Builder is not responsible for color differences or discontinued floor covering patters.

IV. MOISTURE PROTECTION

A. Shingles and Roofing Tiles

1. Leaking of the roof or flashing

Approved Standard: Under normal conditions, leaking of roofing or flashing shall not be acceptable.

Required Remedy: The builder shall take corrective action as necessary to repair verified roof or flashing leaks caused by poor workmanship or materials.

B. Waterproofing

1. Leaking of foundation or basement.

Approved Standard: Dampness of foundation or basement walls occurs frequently in newly constructed homes and should not be considered a defect. No leaks producing trickling water shall be acceptable. Any leaking which is caused by faulty landscaping installed by owner or caused by owner's failure to maintain proper grades is not covered by warranty.

Required Remedy: Except when caused by owner negligence, builder shall repair leaks as necessary; builder represents and warrants that the basement will remain free of leaks for a period of one year from date of closing under the following terms and conditions:

a. Seller shall repair said leak and/or seepage, if any, in a manner consistent with standard building practices in the City of New York.

b. In the event that all reasonable attempts to repair said leaks shall fail to resolve said problem, Seller shall have the right at Seller's sole discretion to alleviate said leak and/or seepage condition by the installation of a sump pump or similar liquid transfer system; installation of said system shall constitute complete compliance with the terms of Seller's warranty under this clause and Purchaser agrees, warrants and recognizes that no cause of action shall lie subsequently to sellers installation of said pump or similar system. Seller shall provide manufacturer's warranty on said system if available.

c. This warranty shall be void and of no force and effect in the event that leak or seepage is caused by:

(i) Act of the Purchaser
(ii) Act of God

C. Siding and Cladding

1. Cracks in siding and cladding

Approved Standard: Cracks in excess of ½ inch in joints of siding or cladding are considered excessive. Frequently, bowing in siding appears as a result of shrinkage and drying of lumber.

Required Remedy: The builder shall correct or repair as necessary open cracks in excess of ½ inch, but shall not be responsible for bowing caused by shrinkage. Caulking or wood fillers are acceptable remedies.

D. Membrane roofing

1. Leaking.

Approved Standard: Should not leak under normal conditions.

Required Remedy: The builder shall repair or correct as necessary any verified roof leaks caused by poor workmanship or materials.

E. Flashing and Sheet Metal.

See IV.A.I.

F. Sealants

1. Inadequate caulking causing leaking in exterior walls.

Approved Standard: Some shrinkage in caulking is not unusual and is acceptable. Caulking around joints and cracks in exterior wall surfaces and openings to exclude entry of water must be properly maintained by the homeowner.

Required Remedy: The builder shall caulk joints, cracks and openings as necessary in exterior wall surfaces to prevent entry of water. Recaulking is a maintenance item to be done by the owner.

A. LOUVERS AND VENTS:

Possible deficiency:

Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard:

Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure. Builder shall not be responsible if homeowner modifies ventilation as provided by builder.

Responsibility:

NONE

B. ROOFING AND SIDING:

1. Possible Deficiency:

Ice build-up on roof.

Performance Standard:

During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.

Responsibility:

Prevention of ice build-up on the roof is a Home Owner maintenance item.

2. Possible Deficiency:

Roof or Flashing leaks

Performance Standard:

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Home Owner action or negligence.

Responsibility:

Builder will repair any verified roof or flashing leaks not caused by ice build-up or Home Owner action or negligence.

3. Possible Deficiency:
   Standing water on flat roof.

   Performance Standard:
   Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

   Responsibility:
   Builder will take corrective action to assure proper drainage of roof.

H. PLASTIC AND WOOD

A. Exterior Finish Carpentry

1. Unsatisfactory workmanship on exterior trim.

Approved Standard: Cracks in excess of ½ inch in joints between exterior trim elements are considered excessive (this includes siding). Exclusion of the elements is necessary in all cases for exterior trim and siding to be acceptable.

Required Remedy: The builder shall repair as necessary any open cracks in excess of ½ inch by caulking same.

B. Interior Finish Carpentry

1. Unsatisfactory workmanship on interior trim.

Approved Standard: Cracks and/or gaps between moldings and joints and adjacent surfaces should not exceed 1/4 inch in width or vertical displacement, except in the case of gaps between base or floor mounding and flooring, in which case gaps shall not exceed ½ inch.

Required Remedy: The builder shall repair or correct as necessary defective joints so as to meet the above standard. A shoe molding of quarter round molding may be installed to cover space between floor and base molding.

C. Rough Carpentry

1. Squeaking floors.

Approved Standard: While some squeaking may occur due to normal shrinking in wood floors, excessive squeaking due to loose boards is not acceptable. This applies to sub-floors.

Required Remedy: The builder shall be responsible only for face nailing loose boards. The builder is not responsible for normal squeaking due to shrinkage in wood floors. This applies to sub-floors as well.

2. Floors not level.

Approved Standard: Floor slope within any room shall not exceed 1/240 of the room width, and floors should not be more than 1/4 inch out of level within any 32 inch measurement.

Required Remedy: The builder shall repair uneven floors as necessary to meet the above standard.

3. Carpeting

1. Possible Deficiency: Open carpet seams.

   Performance Standard: Carpet seams will show. However, no visible gap is acceptable.

   Responsibility: Builder will correct.

2. Possible Deficiency: Carpeting becomes loose, seams separate or stretching occurs.

   Performance Standard: Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.

   Responsibility: Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by Builder.

3. Possible Deficiency: Spots on carpet, minor fading.

   Performance Standard: Exposure to light may cause spots on carpet and/or minor fading.

   Responsibility: None.

VI. FINISH ITEMS

A. Ceramic Tiles

1. Loosening or cracking of ceramic tiles.

Approved Standard: Loosening or cracking of ceramic tile is unacceptable under normal use conditions.

Required Remedy: The builder shall reseal any loose ceramic tiles and replace any cracked ceramic tiles unless cracking and/or loosening is due to poor owner maintenance or misuse.

2. Grout in joints or junctions with other material (bath, etc.) cracks; ceramic tile cracks.

3. With regard to Tile & Grout, Color and Style will be matched as close as possible. Builder shall not be responsible for discontinued patters or colors.

Approved Standard: Normal shrinkage conditions often results in cracks in the grouting of ceramic tile joints.

Required Remedy: The builder does not warrant against normal shrinkage or separation of ceramic tile grout.

B. Resilient Flooring

1. Appearance of nail "pops" on the surface of the resilient flooring material.

Approved Standard: Easily visible nail "pops" are not acceptable.

Required Remedy: The builder shall repair or replace as necessary only if material used was originally applied and installed from builders samples, but is not responsible for color differences or discontinued floor covering patters.

2. Appearances of hollows and/or ridges in the resilient flooring due to irregularities beneath floor surface.

Approved Standard: Hollows and/or ridges exceeding 1/8 inch are not acceptable and should be repaired. Determination of hollow or ridge measurement is established by taking the measurement of the gap created at one end of a 6 inch straight edge placed over the hollow or ridge, holding three inches of the straight edge tight to the floor on the other side.

Required Remedy: The builder shall correct or repair as necessary to reduce visibility of irregularity and to bring the defect within acceptable tolerance. The builder is not responsible for color differences or discontinued patterns.

3. Resilient Flooring becomes unglued.

Approved Standard: Flooring should not become unglued, causing lifts, bubbles, etc. under normal use and proper maintenance.

Required Remedy: The builder shall repair or reinstall resilient flooring as necessary but shall not be responsible for color differences or discontinued patterns.

4. Appearance of gaps due to shrinkage or seams at joint in resilient flooring.

Approved Standard: Gaps in excess of 1/16 inch in width are not acceptable. Where resilient flooring borders other material, gaps in excess of ½ inch are not acceptable.

Required Remedy: The builder shall correct or repair as necessary, but stall not be responsible for color differences or discontinued patterns.

C. Paint

1. Peeling or degeneration of exterior paint and/or stain.

Approved Standard: While some wearing out of deck paint or stain from traffic is normal, exterior paints and/or stains should not degenerate appreciably during the first year.

Required Remedy: The builder shall appropriately repaint or restain the area so affected, including entire wall or area if the majority of such wall or area is affected. However, the warranty on the repainted or restained area shall not exceed the original warranty period. The builder shall match colors as closely as possible.

2. Other repair work necessitates painting surrounding area.

Approved Standard: Builder shall refinish area as made necessary by other repairs covered under this warranty, matching surrounding area closely.

Required Remedy: Builder shall refinish areas as may be necessary, matching surrounding areas as closely as possible.

3. Lacquer finish and/or varnish degeneration.

Approved Standard: Interior varnish and lacquer deterioration within the first year is not acceptable. However, varnish type finishes applied on the exterior are not covered by the warranty as they do tend to quickly degenerate.

Required Remedy: The builder shall refinish affected areas of interior natural finished woodwork as necessary, matching colors as closely as possible.

4. Poor quality or defective application of interior paint.

Approved Standard: Where specified, interior paint shall be applied so as to visually cover surfaces (trim, wall, ceiling, etc.) matching color closely.

Required Remedy: The builder shall repaint unacceptable surfaces where necessary to cover underlying surface.

D. Plaster and Lath

1. Cracking appears in stucco wall surfaces.

Approved Standard: Cracks in excess of 1/8 inch in width area are not acceptable. However, hairline cracks in stucco wall surfaces are not uncommon. Cracks may appear where stucco abuts other material. These cracks may be repaired by caulking or surface patching.

Required Remedy: The builder shall repair cracks in excess of 1/8 inch as necessary. However, the builder does not warrant color matching.

E. Plaster, Lath, and Gypsum Wallboard.

1. Flaws due to poor quality of workmanship (trowel Marks, excess compound, blisters, bubbles, cracks, etc).

Approved Standard: Cracks in interior wall and ceiling surfaces, nail pops and hairline cracks are not unusual in interior wall and ceiling surfaces and are not the responsibility of the builder. Cracks greater than 1/8 inch in width shall be repaired.

Required Remedy: Builder will repair cracks exceeding 1/8 inch in width one time only, during the first year of the Limited Warranty period. Paint touch ups, if necessary, with color match as closely as possible.

VII. WINDOWS AND DOORS

A. Windows

1. Windows difficult to open and close are inoperative.

Approved Standard: Windows shall open and close reasonably easy. Some air infiltration is normally noticeable around doors and windows, especially during high winds. It may be

necessary for the homeowner to have storm doors and windows installed to provide satisfactory solutions during wind conditions.

Required Remedy: Builder shall take steps as necessary to facilitate proper functioning. Any channels must be kept clean to prevent clogging of week holes.

B. Wooden Doors

1. Interior passage doors warp.

Approved Standards: Warping of full opening interior doors in excess of the National Woodwork Manufacturers Association standard of 1/4 inch is not acceptable.

Required Remedy: Builder shall replace or correct warped doors and refinish if necessary, matching finish as closely as possible.

2. Exterior doors warp.

Approved Standard: Warping in excess of the National Woodwork Manufacturers Association standard of 1/4 inch is unacceptable.

Required Remedy: The builder shall adjust or replace exterior doors as required and refinish if necessary.

C. Garage doors

1. Garage door difficult to operate or inoperable.

Approved Standard: Should operate easily and as intended.

Required Remedy: The builder shall adjust or repair garage door as necessary.

D. Seals and Weather Stripping

1. Drafts around windows and doors, except garage doors.

Approved Standard: An unusually great amount of draft produced by doors and windows which don't fit properly, weather stripping that does not fit properly, or open cracks is not acceptable, although some drafting is almost always noticeable around windows and doors, particularly during storms and high winds.

Required Remedy: The builder is required to repair open cracks and to adjust ill-fitting weather stripping and ill-fitting windows and doors excluding garage doors.

VIII. EQUIPMENT

A. Residential Equipment

1. Kitchen drawers, cabinet doors, or other moving parts difficult to operate or inoperable. Equipment cannot be misused or damaged by purchaser. Builder will not be responsible for chips and cracks noted following first occupancy, or fading due to over-sunlight exposure.

Approved Standard: All kitchen drawers and cabinet doors should operate reasonably as intended.

Required Remedy: Builder shall adjust or replace operating parts as necessary, matching colors closely.

2. Appearance of chips or surface cracks and/or delamination of high pressure laminated countertops.

Approved Standard: There should be no chips, cracks, or delamination in counter tops fabricated with high pressure laminate. However, abuse, misuse or damage caused by purchaser voids warranty.

Required Remedy: The builder shall repair or replace equipment as required, matching color as closely as possible.

IX. MECHANICAL.

A. Generating Heat or Power.

1. Insufficient heat.

Approved Standard: According to the specifications in the ASHRAE handbook, the heating system should be able to produce an interior temperature of 70 degrees F. as measured in the middle of each room as a height of 5 feet above the floor under local winter conditions. Shall conform to the N.Y.S. Energy Code.

Required Remedy: The builder shall adjust or repair the heating system as necessary to produce the required temperatures. However, the owner shall be responsible for balancing dampers, registers, radiators, and other minor adjustments, including filter changes and furnace lighting.

B. Refrigeration

1. Insufficient cooling.

Approved Standard: According to the specifications in the ASHRAE handbook, under local outdoor summer design conditions, the cooling system should be able to maintain a temperature of 80 degrees F., as measured in the middle of each room at a height of 5 feet above the floor, where air-conditioning is provided, with a 95 degree outside temperature.

Required Remedy: The builder shall adjust or repair the cooling system as necessary to produce and maintain the required temperatures. However, the homeowner shall be responsible for balancing dampers, registers, and other minor adjustments.

C. Plumbing

1. Fixtures, drains, and plugged sewers.

Approved Standard: Drains, fixtures and sewers should all operate properly as intended.

Required Remedy: If faulty construction practices are shown to be the cause of problems with sewers, fixtures and drains, the builder shall assume the repair costs. If owner negligence or misuse is shown to be the cause of the problems, the owner shall assume the repair costs. When a problem occurs, the owner should notify the builder and ask for recommendations. The builder shall to be responsible for drains, sewers and fixtures plugged due to negligence or misuse by owner. Stoppage in City sewers are not the responsibility of the builder.

2. Piping Leaks

Approved Standard: Condensation on piping is common and should not be construed as a leak, and is not covered under the warranty. No leaks of any kind in soil, vent, waste, or water pipes are acceptable.

Required Remedy: The builder shall repair or adjust pipes as necessary to stop leaking.

3. Leaking valves or faucets

Approved Standard: No leaks should exist in valves or faucets due to poor quality of the materials or the workmanship.

Required Remedy: The builder shall repair or replace faucets and/or valves which leak unless the leaking is caused by defective washer. Leaks caused by warn out washers are the responsibility of the owner after 90 days.

4. Defects in appliances, trim fittings, and plumbing fixtures.

Approved Standard: Manufacturer's standard should be used to determine whether or not appliances, fixtures or fittings are defective.

Required Remedy: The builder shall replace fittings and fixtures which do not meet manufacturer's standards.

D. Pipe insulation

1. Freezing of plumbing pipes.

Approved Standard: All pipes (water, drain, waste, and vent) should be protected properly so as to prevent freezing during normally anticipated winter temperatures. It is the home owners responsibility to maintain adequate heat to prevent freeze ups.

Required Remedy: The builder shall repair or correct conditions causing pipes to freeze and shall also repair any piping which was damaged due to freezing. It is the homeowners responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.

E. Septic Tanks

1. Malfunction of septic system.

Approved Standard: The septic system should be able to adequately handle a normal flow of household effluent, based on requirements of local regulatory agency.

Required Remedy: The builder shall adjust or repair system as necessary. The builder shall not be responsible for malfunctioning caused by owner misuse or negligence.

F. Controls and Instruments

See IX.A.1

G. Air Distribution

See IX.A.1 and IX.B.1

H. Liquid Heat Transfer

See IX.A.1 and IX.B.1

X. ELECTRICAL

A. Conductors, Switches, Receptacles and Lighting

1. Electric switches, outlets and fixtures malfunction.

Approved Standard: Electrical outlets, fixtures and switches should operate properly and as intended.

Required Remedy: The builder shall repair or replace defective wiring, outlets, switches, and fixtures.

XI. SPECIALTY ITEMS

A. Chimneys and Fireplaces

1. Chimney or fireplace does not draw adequately.

Approved Standard: Although high winds may cause temporary negative draft situations, a correctly designed and installed chimney or fireplace should function properly and draw adequately.

Required Remedy: The builder shall correct or repair the chimney or fireplace as necessary if the problem is caused by faulty design or construction and not by obstruction.

B. Vents and Louvers

1. Attic and crawl spaces poorly ventilated.

Approved Standard: Attics should have a natural ventilation area equal to either 1/150 of the floor area or 1/300 of the floor area when an accepted vapor barrier is installed on the warm side of the ceiling, or when at least 50% of the required ventilation is provided at least 3 feet above the ceiling. Crawl spaces should have a natural ventilation area equal to either 1/150 of the floor are to 1/1500 of the floor area when the surface is covered with an accepted vapor barrier.

Required Remedy: The builder shall make provision for adequate ventilation in accordance with the above Approved Standard.

XII. CONDENSATION

Builder shall not be responsible for any damage caused by acts of the purchaser which result in condensation. These acts include, but are not limited to the use of humidifiers, improper use of any equipment or improper ventilation.

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

(Send this application to the reviewing attorney assigned to the subject plan.)

Re:_____
Address of Building or
Name of Project

File Number:_____

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

1. Name_____
of Applicant

2. Address_____
of Applicant

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

4. This is an application for

[ ] return of down payment.
[ ] forfeiture of downpayment.
[ ] other: _____
_____

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

6. The project is structured as
( ) a cooperative.
( ) a condominium.
( ) a homeowners association.
( ) a timeshare.
( ) other:

7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If downpayments are maintained in an escrow account:

   (a) Name of account _____

   (b) Name and address of bank _____

   _____

   (c) Account number (if known)_____

   (d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

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

   _____

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

   _____

   _____

   _____

   _____

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

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

   _____

   _____

   _____

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

   _____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan:

( ) has been declared effective. Approximate date: _____

( ) has not been declared effective.

(c) If effective, the plan

( ) has closed or the first unit has closed.
(Approximate date)_____

( ) has not closed.

( ) don't know.

(d) Downpayments are secured by

( ) escrow account.

( ) bonds.

( ) letter of credit.

13. Contract information:

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

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

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

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

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

_____
_____
_____
_____

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

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

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

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

Signature: Date:
Name (Printed):
Telephone: (Home) (Business)
Mailing Address:

ESCROW AGREEMENT

AGREEMENT made this 15th day of June, 2010, between BUILDERS NEW YORK HOLDINGS V, LLC ("NEW SPONSOR") located at 225 W. Wacker Drive, Suite 2000, Chicago, IL 60606, as NEW SPONSOR of the offering plan for THE 291 DEVOE STREET CONDOMINIUM and CERTLMAN BALIN ADLER & HYMAN, LLP ("ESCROW AGENT") located at 90 Merrick Avenue, East Meadow, New York 11554 as ESCROW AGENT.

WHEREAS, BUILDERS NEW YORK HOLDINGS V, LLC is the NEW SPONSOR of an offering plan to offer Condominium units at the premises located at THE 291 DEVOE Street, Brooklyn, New York; and

WHEREAS, CERTILMAN BALIN ADLER & HYMAN, LLP, is authorized to act as an ESCROW AGENT hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the New York State Attorney General's ("Attorney General") regulations promulgated thereunder; and

WHEREAS, NEW SPONSOR desires that ESCROW AGENT act as ESCROW AGENT for deposits and payments by purchasers and subscribers, pursuant to the terms of this agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT

1.1 NEW SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with Capital One, N.A. (depository bank) at its branch located at 275 Broadhollow Road, Melville, New York 11747. The account number is [redacted].

1.2 The name of the account is "CERTILMAN BALIN ADLER & HYMAN, LLP/THE 291 DEVOE STREET CONDOMINIUM IOLA ESCROW ACCOUNT".

1.3 A member or members of the ESCROW AGENT are the sole signatories on the account.

1.4 The escrow account is an Interest-on-Lawyer-Account ("IOLA") established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow shall be made payable to, or endorsed by the purchaser or subscriber to the order of CERTILMAN BALIN ADLER & HYMAN, LLP located at 90 Merrick Avenue, East Meadow, New York 11554, as ESCROW AGENT for THE 291 DEVOE STREET CONDOMINIUM offering plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 NEW SPONSOR shall deliver to the escrow agent all deposits submitted pursuant to a subscription or purchase agreement, within three (3) business days after tender of the deposit by a prospective purchaser to the NEW SPONSOR or any agent engaged by the NEW SPONSOR, along with the form of tender of deposit attached hereto as Exhibit A to this Escrow Agreement, executed by the NEW SPONSOR.

2.3 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, the ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the offering plan or amendment thereto, 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 the tender of the deposit, the purchaser may cancel the subscription or purchase agreement 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 the escrow regulations promulgated by the Attorney General and requisite notice was timely mailed to the subscriber or purchaser.

3. RELEASE OF FUNDS

3.1 ESCROW AGENT shall not release the escrowed funds deposited by a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve NEW 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 NEW SPONSOR and

purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or (d) until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds. Funds deposited in escrow for upgrades and extras to the Unit may be released from the escrow account without the requirements outlined herein provided NEW SPONSOR uses the funds for such upgrades and extras and notifies the ESCROW AGENT in writing of such fact.

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

3.4 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to NEW 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 NEW SPONSOR unless the purchaser has made an 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.

3.5 ESCROW AGENT shall disburse the purchaser's deposit(s) escrowed under this Escrow Agreement within twenty (20) business days after the escrowed funds are permitted to be released in accordance with this Agreement.

4. RECORDKEEPING

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

4.2 Upon the dissolution of a law firm which was the 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.

5.3 No disbursement need or will be made by ESCROW AGENT until the deposit has actually and finally cleared ESCROW AGENT's account.

5.4 ESCROW AGENT shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

5.5 ESCROW AGENT may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

5.6 ESCROW AGENT undertakes to perform only such duties as are expressly set forth in this Agreement and the Escrow Regulations promulgated by the New York State Attorney General's Office, and no implied duties or obligations shall be read into this Agreement against ESCROW AGENT.

6. RESPONSIBILITIES OF NEW SPONSOR

6.1 NEW SPONSOR agrees that NEW SPONSOR and its agents, including any selling agents, shall within three (3) business days of receipt of all deposits and payments deliver to ESCROW AGENT all such deposits and payments received by them prior to closing of an individual transaction.

6.2 NEW 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. INDEMNIFICATION

7.1 ESCROW AGENT shall not be liable for NEW SPONSOR's failure to tender the purchasers' funds to ESCROW AGENT within three (3) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and NEW SPONSOR agrees to indemnify and hold ESCROW AGENT harmless from any claims, demands, causes of action, liability, damages, judgments, including the cost of defending any action against it together with any reasonable

attorneys' fees incurred therewith and/or reasonable value of services rendered by ESCROW AGENT's litigation attorneys representing ESCROW AGENT pro se, in connection with ESCROW AGENT's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of ESCROW AGENT.

7.2 ESCROW AGENT shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

7.3 The duties of ESCROW AGENT shall be limited to the safekeeping of the deposits and for disbursements of same in accordance with the written instructions described in this Agreement.

8. TERMINATION OF AGREEMENT

8.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by NEW 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 NEW SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

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

(d) ESCROW AGENT shall have no responsibility to verify qualifications of any successor escrow agent.

8.2 Upon termination of the duties of ESCROW AGENT as described in Paragraph 8.1 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 designated in the duly filed amendment related thereto.

8.3 Upon delivery of all funds held by the ESCROW AGENT to the new escrow agent pursuant to 8.2 supra, this Agreement shall be terminated and the ESCROW AGENT shall be released from all liability hereunder.

8.4 Upon ESCROW AGENT disbursing the deposit of an individual purchaser in accordance with the provisions of this Agreement, the escrow obligations shall terminate as regards said purchaser's deposit, and ESCROW AGENT shall thereafter be released of all liability in connection with said purchaser.

9. MISCELLANEOUS

9.1 In the event of a good faith disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by ESCROW AGENT hereunder, ESCROW AGENT may, at its sole discretion, retain purchaser's deposits and payments in escrow and apply to the Attorney General for a determination on the disposition of the down payment or file an action and deposit any applicable funds in court to resolve said disagreement. ESCROW AGENT shall be indemnified by NEW SPONSOR for all costs, including reasonable attorneys' fees or reasonable value of services rendered by ESCROW AGENT's litigation attorneys representing ESCROW AGENT pro se, in connection with the aforesaid action. No such action shall be filed where the ESCROW AGENT's required course of action is clearly dictated within this Agreement.

10. SUCCESSORS AND ASSIGNS

10.1 This Agreement shall be binding upon NEW SPONSOR and ESCROW AGENT and their successors and assigns.

11. GOVERNING LAW

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

12. ESCROW AGENT'S COMPENSATION

12.1 NEW SPONSOR agrees that ESCROW AGENT's compensation, if any, 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.

13. SEVERABILITY

13.1 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.

14. ENTIRE AGREEMENT

14.1 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.

15. NOTICES

15.1 Any notice required to be given or given hereunder shall be given by depositing such notice in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, or by Express Mail, Federal Express or similar overnight courier, facsimile transmission, messenger service (with proper receipt therefor), addressed to the party at the address hereinabove set forth with a copy of any such notice by regular mail to the attorney for such party as follows:

IF TO ESCROW AGENT: Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554

IF TO NEW SPONSOR: BUILDERS NEW YORK HOLDINGS V, LLC
225 W. Wacker Drive, Suite 2000
Chicago, IL 60606

Any notice may be given by the attorney for a party and shall have the same force as if given by the party. Either party may, by notice, change the address at which notices are to be given hereunder.

16. CAPTIONS AND HEADINGS

16.1 The captions and headings used in this Agreement are intended for convenience and reference only and shall not imply or convey any additional meanings to the contents of the respective provisions.

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

ESCROW AGENT:

CERTILMAN BALIN ADLER & HYMAN, LLP

By: _____
IRA J. ADLER, Partner
Print Name and Title or Position

NEW SPONSOR:

BUILDERS NEW YORK HOLDINGS VI, LLC

By: _____
GREGORY S. WALLS, Authorized Signatory
Print Name and Title or Position

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Apartment _____at _____located at _____ _____, New York.

Purchaser(s) named below has/have tendered on_____, 20___, the above escrow deposit to New Sponsor/Selling Agent as a deposit for the above Apartment.

Purchaser _____

Address of Purchaser(s) _____
_____

Phone number of Purchaser(s):

Home: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Purchaser(s): _____
_____

RECEIPT

The NEW SPONSOR/SELLING AGENT of the above named property hereby acknowledges receipt of the above escrow deposit.

By: _____
Title or Position

Date of Receipt: _____

EXHIBIT "A"

Schedule B-1

Projected individual Energy cost Budget

GR consulting, 420 Fairview Avenue #2b, Fort lee, NJ 07024 provided the following estimate of annul electrical energy costs of lighting and for operating the typical electrical appliances in each residential unit. (Common charges are not included)

The estimated KWHR per year square foot and annual cost of electricity per square foot utilized by individual residential units are approximately 10.34 KWHR/sq.ft./year and approximately $1.63 per square foot, based on a Con Edison rate of $0.1575 per KW hour. The following table lists:

Total Annual KW	Total Annual cost per Apartment
6,936	$1,093.00

Anthony M. Salvati, R.A., AIA

Sworn before me this 20TH day
Of MAY, 2010

Notary Public

BOBBY P. SONI
Notary Public, State of New York
No. 01SO6193740
Qualified in Kings County
Commission Expires September 22, 2012

REGISTERED ARCHITECT
ANTHONY M. SALVATI
No. 006209
STATE OF NEW YORK

EXHIBIT "G"

DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT
SHAUN DONOVAN, Commissioner
421-a Partial Tax Exemption Program
Office of Development-Division of Housing Incentives
100 GOLD STREET, NEW YORK, N.Y. 10038
(212) 863-8540

Preliminary Certificate of Eligibility

Owner: DEVOE PROPERTIES LLC

Owner Address: 199 LEE AVENUE # 119
BROOKLYN, NY - 11211

Docket #: TEO8119

Address	Borough	Block	Lot	Permit Date	Construction Start Date
291 Devoe Street	Brooklyn	02917	0022	06/14/2006	11/03/2006

Total Number of Units: 8
Preliminary Initial Adjusted Monthly Rent Per Room: Condo
Ineligible AFA: 0.00%

Comments: 1. NPP / REMIC

EXHIBIT "H"

This Certificate is for construction benefits only. Upon issuance of a Final Certificate of Eligibility, this project will be entitled to: 25 Year Tax Exemption

Based upon the information contained in the Application for Preliminary Certificate of Eligibility for Partial Tax Exemption filed 09/05/2007 and a determination by the Commissioner, the applicant, pursuant to Section 421-a of the Real Property Tax law and the 421-a Rules of the Department of Housing Preservation and Development issued pursuant thereto, is hereby granted this Preliminary Certificate of Eligibility for Partial Tax Exemption for the above premises, except as to those portions of the new building, if any, which are non-residential and which exceed the allowable 12% of Commercial, Community Facility and Accessory Use Space.

This Certificate is conditioned upon the filing and approval of a Final Application to be submitted to the Department of Housing Preservation prior to initial occupancy (for multiple dwellings owned as a rental), and prior to the first taxable status date following the completion of construction (for multiple dwellings owned as a co-op or condo), and the submission of the temporary or permanent certificate of occupancy issued by the Department of Building as evidence of the fact that the structure was completed. It entitles the property to benefits while under construction for up to three years. It is the applicant's responsibility to complete the necessary filing in order to obtain a Final Certificate of Eligibility. This Certificate must be filed with the New York City Department of Finance immediately upon issuance.

Date of Issuance: NOV 07 2007

LISA S. J. YEE
Director, Tax Incentive Programs

NOV 07 2007

[Rep Ltr 486]



LEITNER GROUP, INC.
REAL ESTATE APPRAISERS & CONSULTANTS

May 25, 2010

Builders New York Holdings V, LLC
c/o Builders Bank
1001 Franklin Avenue, Suite 210
Garden City, NY 11530

Re: Post Construction Real Estate Tax Projection
291 Devoe Street
Block 2917, Lot 22
Borough of Brooklyn
City and State of New York

Gentlemen:

You have requested that we project the real estate tax liability of the above referenced premises for the first year of condominium operation commencing July 2010, after the condominium declaration has been filed. We have estimated the property's taxes for the first year of condominium operation as well as for the 2011/2012 tax year, after the property is fully reassessed as a completed newly constructed residential property. We have also provided an opinion of the subject property's tax burden inclusive of 421(a) tax benefits.

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 or rehabilitated buildings. 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-construction 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 on the following pages.

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

1. The property consists of a substantially completed four-story property containing 8 residential units.

2. The total gross square footage of the subject property, including residential lobby area, common area hallways, etc., is 6,848± above grade.

3. It has been reported to us that construction, as defined by the 421(a) program, commenced in 2006/2007. A Certificate of Occupancy for the entire structure is expected to be issued by July 1, 2010.

Methodology

There are three recognized appraisal methods which 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 material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, construction period taxes ("soft") 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 a competing investment, yields a close estimate of the market value of the property.

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 the case of condominiums, the method of assessment of the individual units is set forth in Real Property Law Section 339-Y. 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 apartment building as an entity and the sale of a condominium unit are not the measure of value for assessment purposes.

In arriving at the assessed valuation for each unit in the Condominium, the building is first assessed as an entity. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the Condominium Declaration has been recorded and the floor plans are filed with the Office of the City Registrar. The Department of Finance currently apportions assessed value based upon each unit's percentage of overall common interest.

Current Assessments

The 2009/2010 and tentative 2010/2011 assessed valuations for the property are set forth as follows:

Year	Actual Land	Actual Total	Exempt Land	Exempt Total	Taxable Total After Exemption
2009/2010	$20,711	$92,568	$12,815	$84,672	$7,896
2010/2011	$22,424	$100,423	$14,528	$92,527	$7,896

The total taxable assessment amounted to $92,568 in 2009/2010 and $100,423 in 2010/2011 prior to a 421(a) exemption. After the 421(a) exemption is applied, the taxable assessed value is $7,896.

The property's current assessments are based on its current status as an unoccupied property awaiting a certificate of occupancy. A full assessment as a completed building will most likely be placed on the subject property for the tax year 2011/2012.

Tax Rates

The subject property is classified as a Tax Class 2B (multi-family residential) property. The Class 2 tax rate for the 2009/2010 tax year is $13.241 per $100 of assessed value. Rates for subsequent tax years have not yet been announced. The chart below illustrates historical tax rates in each class since 1996/1997.

REAL ESTATE TAX RATES, NEW YORK CITY
1996/1997 TO 2009/2010

Year	Class 1	Class 2	Class 3	Class 4
1996/1997	$10.785	$11.056	$7.840	$10.252
1997/1998	$10.849	$11.048	$8.282	$10.164
1998/1999	$10.961	$10.739	$8.800	$10.238
1999/2000	$11.167	$10.851	$9.398	$9.989
2000/2001	$11.255	$10.847	$10.540	$9.788
2001/2002	$11.809	$10.792	$10.541	$9.712
First-Half 2002/2003	$11.936	$10.564	$10.607	$9.776
Second-Half 2002/2003	$14.160	$12.517	$12.565	$11.560
2003/2004	$14.550	$12.820	$12.418	$11.431
2004/2005	$15.094	$12.216	$12.553	$11.556
2005/2006	$15.746	$12.396	$12.309	$11.306
2006/2007	$16.118	$12.737	$12.007	$10.997
2007/2008	$15.434	$11.928	$11.577	$10.059
First-Half 2008/2009	$16.605	$12.139	$11.698	$9.870
Second-Half 2008/2009	$16.787	$13.053	$12.577	$10.612
2009/2010	$17.088	$13.241	$12.743	$10.428

Source: New York City Department of Finance

Prior to 2002/03, the tax rates had remained fairly stable for most of the 1990's, with a declining trend between 1998 and 2002. The 2002/2003 tax rates reflect the across-the-board property tax increases of 18.49% put in place by the Bloomberg administration to deal with the City's severe budget crisis. Between 2003/2004 and the first half of 2008/2009, tax rates remained fairly stable. The second-half 2008/2009 tax rates reflect a 7% tax increase enacted to counter projected budget shortfalls. The 2009/2010 Class 2 tax rate represents an additional 1.44% increase.

We have assumed, for the purpose of this tax projection, that tax rates will increase by 1% per annum for future tax years.

We forecast the 2010/2011 Class 2 tax rate at $13.373 per $100 of assessed value and we forecast the 2011/2012 Class 2 tax rate at $13.507 per $100 of assessed value.

The first year of condominium operation is projected to begin in July 2010 and end in June 2011, which coincides with the 2010/2011 tax year.

Leitner Group, Inc. makes no representations or warranties with respect to the projected tax rates for the 2008/2009 or subsequent tax years to be adopted by the New York City Council.

Future Assessment and Tax Projections Excluding 421(a) Benefits

As noted above, the tentative 2010/2011 assessment is based on the property's status as a vacant building without a certificate of occupancy. The property is expected to be fully reassessed as a completed newly constructed residential property for the 2011/2012 tax year.

A review of 2010/2011 valuations of comparable, newly constructed buildings in the vicinity of the property justifies an overall assessed valuation of $45 per square foot of gross area above grade for the property, excluding any terraces/patios or roof space upon completion for the 2011/2012 tax year. This amounts to a post-completion assessment of $308,160.

Taxes payable for the subject property in the first two years of condominium operation are computed as follows:

ESTIMATED TAX LIABILITY
2010/2011 AND 2011/2012 TAX YEARS
EXCLUDING 421(A) TAX BENEFITS

Projected 2010/2011 Assessment		$100,423
Projected 2010/2011 Tax Rate	x	13.373%
Projected 2010/2011 Taxes		$13,430
Projected 2011/2012 Assessment		$308,160
Projected 2011/2012 Tax Rate	x	13.507%
Projected 2011/2012 Taxes		$41,624

We estimate that the tax burden will amount to $13,430 for the 2010/2011 tax year, the first year of condominium operation. The post-completion tax burden for the 2011/2012 tax year is estimated at $41,624.

These estimates exclude any exemptions or abatements for which the subject property may qualify.

The tax liability of a particular unit, assuming the overall actual assessment as estimated above and tax rates as estimated above, may be estimated as follows:

PROJECTED TAXES PER UNIT
EXCLUDING 421(A) TAX BENEFITS

First Yr Operation (July 2010 to June 2011):	$13,430 x Common Interest Percentage
2011/2012 Tax Year (Upon Reassessment):	$41,624 x Common Interest Percentage

Future Assessment and Tax Projections Including 421(a) Benefits

The property is expected to qualify for a partial tax exemption under the 421(a) program. The 421(a) benefits provide a varied exemption of increases in assessed value over the 2005/2006 base tax year. 100% of increases in assessment over the 2005/2006 base year assessment are exempt for the first 21 years of operation. In the 22nd year, the exemption decreases to 80%; in 23rd year, it is reduced to 60%; in the 24th year, it is reduced to 40%; and in the 25th year it is reduced to 20%. After the 25th year, the property will be fully taxed.

The Real Property Tax Law requires that taxes shall be paid in each tax year during which 421(a) benefits are received in an amount equal to the assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the "mini tax."

MINI-TAX ESTIMATE INCLUSIVE OF 421(A) BENEFITS
FIRST YEAR OF CONDOMINIUM OPERATION

2005/2006 Assessment		$7,896
Projected Tax Rate	x	13.373%
Projected Taxes		$1,056

The total taxable assessed valuation for the project site for the 2005/2006 tax year was $7,896. We estimate that the tax burden will amount to $1,056 for the first year of condominium operation inclusive of tax benefits.

The tax liability of a particular unit, assuming the overall actual assessment as estimated above and tax rates as estimated above, and including 421(a) tax benefits, may be estimated as follows for the first year of condominium operation:

PROJECTED TAXES PER UNIT
INCLUDING 421(A) TAX BENEFITS

First Yr Operation (July 2010 to June 2011):	$1,056 x Common Interest Percentage

This letter was prepared at the request of Builders New York Holdings V, LLC. 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 Offering Plan, and offer no warranties of the amount of any liability for any period.

The opinions expressed above are based on our interpretation of the Real Property Tax Law, 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. 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 interpretation 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 newly renovated properties held in condominium 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 the Offering Plan.

Sincerely,



Joel Leitner, MAI, CRE, FRICS
Principal
State Certified General Appraiser #46-3011

POWER OF ATTORNEY

(a) **CAUTION TO THE PRINCIPAL**: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, http://www.senate.state.ny.us or http://www.assembly.state.ny.us

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) I/We _____ ("Principal") residing at _____ _____, the owner of Condominium Unit No. _____ in the Condominium known as The 291 Devoe Street Condominium covering the property located at 291 Devoe Street, Brooklyn, County of Kings and State of New York, do hereby nominate, constitute and appoint the Members of the Board of Managers of The 291 Devoe Street Condominium c/o Builders New York Holdings V, LLC, located at 225

W. Wacker Drive, Suite 2000, Chicago, Illinois 60606 ("Board of Managers/Agent") and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present.

I/We do further hereby nominate, designate, constitute and appoint the Members of the Board of Managers/Agent of The 291 Devoe Street Condominium and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf, the right to act in my behalf to take any and all action necessary against any tenant(s) that may be residing in my Condominium Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and Rules and Regulations of The 291 Devoe Street Condominium.

I/We do hereby further irrevocably nominate, constitute and appoint Builders New York Holdings V, LLC, 225 W. Wacker Drive, Suite 2000, Chicago, Illinois 60606 ("Sponsor/ Agent") and its successors, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of Condominium of The 291 Devoe Street Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units, as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium as described in Article Tenth, Section 3. of the Declaration of Condominium of The 291 Devoe Street Condominium.

Although this document revokes all powers of attorney I/We have previously executed, this document shall not revoke any powers of attorney previously executed by me/us for a specific or limited purpose, unless I/We have specified otherwise herein. It shall not revoke any power executed as part of a contract I/We signed or for the management of any bank or securities account. In order to revoke a prior power of attorney for a specific or limited purpose, I/We will execute a revocation specifically referring to the power to be revoked.

Notwithstanding anything set forth herein to the contrary, this power of attorney is irrevocable and shall not be revoked by any subsequent power of attorney I/We may execute.

Whenever two or more powers of attorney are valid at the same time, the agents appointed on each shall act separately, unless specified differently in the documents.

(c) **IMPORTANT INFORMATION FOR THE AGENT**:

When you accept the authority granted under this Power of Attomey, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

(2) avoid conflicts that would impair your ability to act in the principal's best interest;

(3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

(4) keep a record or all receipts, payments, and transactions conducted for the principal; and

(5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

IN WITNESS WHEREOF, I (we) have set my (our) hand(s) and seal this day of , 20 .

Witnesses:

_____ _____
Unit Owner/Principal

_____ _____
Unit Owner/Principal

Board of Managers of The 291 Devoe Street Condominium/Agent

By:_____
, (Officer)

BUILDERS NEW YORK HOLDINGS V, LLC
Agent

By:_____
, duly authorized agent

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20 , before me, the undersigned, personally appeared , 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20 , before me, the undersigned, personally appeared , 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
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_____
Notary Public

291 Devoe Street
Brooklyn, New York

A. Location and Use of the Property:

1. Address:	291 Devoe Street Brooklyn, NY
2. Block/ Lot No.:	Block: 2917 Lot: 22
3. Zoning District:	R6 The Building will comply with all zoning and use requirements.
4. Permissible Uses:	Residential, Use group 2 as per New York City Zoning Resolution which permits residential use "as of right". The property and proposed uses will comply with all zoning and use requirements at closing.
5. Other:	No air development rights were obtained for this development. The sponsor is not retaining any air development rights for future expansion of the building. This development does not have a landmark status.

B. Status of Construction: The property previously was improved with two (2) buildings which have been demolished. There was a one story framed front building with 25 ft wide front x 27.4 ft deep facing Devoe Street and a two story framed building at the rear northerly portion of the property 22.02 ft wide x 28.5 ft deep. The building is a new building and presently under construction and it is anticipated that it will be substantially completed on or about August, *2010* unless delayed by weather, strikes, lockouts, acts of god, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire of the elements or any other cause over which the sponsor has no control.

1. Class of Construction:	The Building will be classified as Class ***1D*** (non-combustible) and will conform to all applicable regulations of the Building Code of the City of New York ("building code").
2. Certificate of Occupancy:	A Certificate of Occupancy will be processed at conclusion of construction as required by NYC building code, including Local Law 58 and Local Law 26. The Certificate of Occupancy will provide for residential use on floors cellar through Attic (attic above 4th floor). The CO application will be subject to inspections and sign-off by Department of Buildings and Department of Highway.

EXHIBIT "J"

3. Permit Numbers & description of work done:

The plans were filed under NB # 302073325 with the Department of Buildings. The Building permit No. #302073325 was issued for the Construction of the project.

4. Local Law 58:

When complete, the building will be in compliance with Local Law 58 (Handicapped Access Law).

C. Site

1. Size:

The total site area which is Tax lot 22 = 2,500 s.f.

2. Number of Buildings and use:

The proposed building will be the only structure on the property.
The proposed building consists of 4 story and attic above cellar. It will be used solely for residential occupancy with 8 residential units. The first floor will be used for residential unit (upper level duplex), entrance to residential lobby accessible from Devoe Street. The cellar will be used for utility rooms, and residential units (lower level duplex and/or recreation room).
Recreation rooms may not be used for bedrooms, dining rooms, or any other use considered to be a "habitable space" as defined by the New York City Building Code. To do so may result in an ECB (Environmental Control Board) violation being issued by The New York City Department of Buildings.

3. Streets:

The property is fronting Devoe Street.
Length of front property line on Devoe Street = 25'-0".
The depth of the property perpendicular to Devoe Street = 100'.
The street fronting the property is pitched to drain through catch basins. The catch basins are part of the New York City storm water drainage system. They are in usable condition.

4. Drives, Sidewalks and Ramps:

The sidewalk fronting the property will be replaced with new concrete sidewalk pitched for drainage to the curb. The curb abutting the property will be replaced with new concrete curb. Sidewalk lighting will be provided primarily by the existing New York City light poles.

Site lighting will consist of standard, wall and/or pole mounted fixtures. Street lighting will be provided by the City of New York subject to regulation of highway Department.

D. Utilities

1. Electricity: Electricity will be provided by Consolidated Edison Company ("Con Edison"), or other service provider. The electricity to the Residential Section shall be separately metered by Con Edison or other service provider. Each Residential Unit (including the electricity required to power the A/C units and any supplemental electric heating elements or heaters located in same) shall be separately metered by computerized sub-metering system for each unit's charges. The electricity consumed in the common elements for the residential units shall be allotted to each as noted in the budget.

2. Gas: Gas will be provided by National Grid or other service provider. Any gas consumed by the residential Units will be separately metered and paid for by the owner of such Unit. The cost of the gas consumed in the balance of the Building (including all gas used for cooking or heating purposes in the Residential Units) will be borne by the Residential Unit Owners as a Common Expense and be allocated to each as noted in the budget.

3. Water and Sewer: Water supply and combined sewer servicing the building will be provided by the City of New York. Water will be collectively metered thru a main water meter.

4. Telephone: "Local" telephone service will be provided by Verizon and/ or another service provider. Every unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the unit. The telephone charges with respect to the public areas of the Building will be born by all Unit Owners as a Common Expense.

5. Cable Television: Cable Television service will be provided by Time Warner Cable TV of New York and/ or another service provider. Every Residential Unit Owner who desires to obtain such service will be required to pay the cable company for activating the wiring in their Unit and for installing appropriate outlets in the same. Thereafter, the Unit Owner will be required to pay a monthly service charge to such service provider, which will vary depending upon the services subscribed to by the Unit Owner.

E. Sub-Soil Conditions:

1. The foundations consist of continuous perimeter concrete footings and has no pre existing footings from previous structure that were completely removed during construction.

2. Soil test performed by D.K. Drilling of N.Y., dated August, 2005 does not reveal any water up to a depth of 14 feet. Soil consists of mostly fine sand, fine to medium with approximate capacity 3000 p.s.i.

F. Landscaping & enclosures:

1. Grass Cover: Grass cover is located in rear yard grade elevation at rear northerly portion of property within private common limited area owned by the residential unit at 1st floor.

2. Plantings: There will be no plantings.

3. Trees: There will be one tree on the sidewalk of Devoe Street as required by Quality Housing program Chapter 8 NYCBD. Tree will be in compliance with Parks Department regulations and Highway Department regulations. Tree will have steel gratings at sidewalk elevation. Steel grating will cover the tree pit which is 3 ft long x 3 ft wide x 3 ft deep. Grating will be located 18 inches from sidewalk steel curb.

4. Fencing: There is fence at rear yard around limited common area owned by the residential unit at 1st floor. The fence consists of 4" x 4" PVC tubes embedded (4'-5' on center) in 1' thick concrete retaining wall. There are 1" PVC strips that are attached to the vertical PVC tubes. The height of the fence along the easterly portion of the rear yard is 6' above ground and 42" high above the retaining wall that is demising the rear yard into two parts.

5. Gates: There are no gates.

6. Garden Wall: There is a garden wall that is 3' high above ground, along rear easterly line and northerly line of property.

7. Retaining walls: There is a retaining wall 3' high running on the east west direction and is demising the rear yard into two portions. The southerly portion is approx. 3' below grade and the northerly portion is at elevation 0'-00".

Retaining wall consists of 1' thick reinforced concrete, projects 3' above ground with a concrete footing 4' below ground.

8. Display pools and fountains: There are no display pools and/or fountains.

G. Building Size

1. Total height: The total height of the building from average sidewalk elevation to top of attic roof elevation is 55 feet. Attic floor that has a setback of 15 ft is at elevation of 45 feet.

2. Crawl Space: There is no crawl space

3. Number of sub cellars and cellars: There is only one cellar
There is no sub cellar.

4. Number of floors: There are 5 floors above average grade

Cellar to 1st floor	-	12.16 ft
1st floor to 2nd floor	-	10.5 ft
2nd floor to 3rd floor	-	12.0 ft
3rd floor to 4th floor	-	12.0 ft
4th floor to Attic floor	-	10.5 ft
Attic floor to roof	-	10.0 ft
Main roof to stair bulkhead roof		8.0 ft

5. Equipment Rooms: There will be no Elevator Machine Room.

There will be no Trash Compactor Room.

There will be no Common Boiler Room.

Each dwelling unit has its own Mechanical Room.

The two residential units occupying the 1st floor and cellar have a mechanical room at cellar located in the middle of the structure. The rear dwelling units have a mechanical room with approx. size 7 ft x 8 ft and the front dwelling units have a mechanical room with approx size 10 ft x 6 ft.
The six dwelling units located at 2nd, 3rd & 4th floors have a mechanical room located at the center line of the building stairs with approx. size of 7 ft x 6.5 ft.

6. Parapet: Top of parapet coping stone will be 3' -6" above finished roof.

H. Occupancy

1. There will be 8 residential apartment units in the building.

I. Structural System:

1. Structural System: The primary structure of 291 Devoe Street was designed as light weight concrete over 0.5" corrugated metal deck supported on metal joists that are bearing on two masonry bearing walls, 8" reinforced concrete block.

The foundations and the cellar consist of 12" reinforced concrete foundation walls. Slab on grade will be 6" reinforced concrete with vapor barrier underneath. The lateral frame for wind and seismic forces is resisted by the reinforced columns, moment resistant slabs and reinforced masonry shear walls.

The interior floors above cellar are made of 12" C joists, 14 gauge located 16" O.C. that supports on 8" concrete bearing wall and/or structural steel beams and lintels.

2. Exterior Walls: Exterior walls facing street will have 4" facebrick with 1 ½" cavity behind supported by 6" solid reinforced concrete block and 2 ½" thick fiberglass thermal insulation with R value = 11 and 5/8" gypsum board finish.
Other exterior walls facing side property lines & rear yard will have 8" reinforced concrete block with waterproofing and stucco finish and 1" thick fiberglass thermal insulation and 5/8" gypsum board finish.

(ii) Windows:
The windows are covered by one year Limited Warranty given by Sponsor.
Residential units will have:
1.Casement with factory glazed insulating glass.
2.Double hung doors with factory glazed insulating glass.
3.Aluminum swing doors at terraces with factory glazed tempered insulating glass.
Windows will comply with structural performance, air infiltration, and water penetration requirements indicated in AAMA 101 for type, grade, and performance class of window units required.
Windows will be manufactured by:
"Aluminex" or equal.
Window frame will have extruded aluminum frame and will be attached with anchored clips made of nonmagnetic aluminum.
Insulated glass will have ¼" outer lite and ¼" inner lite of clear float glass and ½" dry air space which is hermatic seal.

Window grade and class shall comply with requirements of "AAMA" Grade and Performance Class DA-AW40.
The sponsor reserves the rights to provide windows by different manufacturers, which are equal to, or better than those listed.

(iii) Landmark: The proposed building does not have Landmark status.

3. Parapets and Copings: The parapets will be masonry walls reinforced with vertical dowels embedded into the concrete slab and brick cavity walls. The parapet coping will be precast stone.

4. Chimneys and Caps: The building has a chimney with 12" outside diameter Approved type "Amerivent flues", with approved type NT- down draft cap enclosed in 2 hr fire rated in combustible partition enclosure as per NYC Board of Standards and Appeals approval. Hot water heaters have direct vent with "Amerivent" BSA 294-56SM. There are ducted ventilation shafts for toilet and kitchen exhausts that are located adjacent to bathrooms. The sponsor reserves to right to provide equipment by different manufacturer which are equal or better than those listed above.

5. Balconies & Terraces:

(i) Balconies
Balconies for apartments at 3rd & 4th floors will consist of structural steel supports, cantilevering beyond the face of the building and will have a 3" light weight concrete of 0.5 " corrugated metal deck, pitched to drain. Balconies will have 12" x 12" ceramic tiles over mud set and waterproofing. { }
The two apartments located at 4th floor and duplexed to Attic will have a terrace at Attic floor over 4th floor.

(ii) Balustrade:
There will be vertical balustrades welded to railing at exterior stair leading from cellar level to exterior recreation space and at balconies and terraces. Balustrade's will be made of painted steel ½" x ½" square or rounded bars located 4" on center.
Balustrade will be welded to 1" x 3" steel tube railing at top.
Balustrades including fasteners are corrosion resistant.

(iii) Railings:
Railings at apartment balconies and terraces will be made of painted steel ½" x ½" square bars located 4" on center.
Railings including fasteners are corrosion resistant.

(iv) Copings:

Metal coping 12" wide x 48" will be installed on parapet at 5th floor penthouse and bulkhead.

(v) Soffits: There are no soffits.

(vi) Doors to balconies and terraces:
Apartment at 1st floor and cellar which have access to rear yard will have sliding doors, other apartments at 3rd , 4th floor and Attic will have swing doors.
Terraces and balconies, at 3rd & 4th floors will have aluminum doors. Frames shall be SWD-AW 40 and fabricated from extruded aluminum with minimum thickness of 0.125". Doors shall be 1 ¾" thick and shall be factory finish.
Doors will have 1" thick tempered insulated glass with tinted exterior finish. Frames will be thermal broken.
Doors will be manufactured by:
"Aluminex" and will have patio lockset or latchset, door stop, water tight slip resistant aluminum threshold.

(vii) Terraces may not be enclosed without first getting (if possible) the proper authorization from The New York City Department of Buildings.

6. Exterior Entrances

(i) Exterior Doors and Frames:
The primary entrance to the residential lobby will be from Devoe Street and will have a single swing door 3' wide x 7' high. Door frame will be made of extruded aluminum factory finish and will have ¼" tempered glass.
Hardware for the main residential entrance will be manufactured by: "Rickson" and will include:

Hinges	Continue Hinge Select 5l-11
Closer	Super Smooth surface closer
Lock	Adam Rite 4010 Latchlock
Push Pull	Style C push/pull
Strike	Electric Strike Adam Rite 7500 or equal

The sponsor reserves the rights to provide hardware by different manufacturers, which are equal to, or better than those listed.

(ii) Exterior Stairs:
There is one exterior stair leading from cellar to garden at rear yard.
Stair will be made of steel with pan filled concrete.

(iii) Railings:
Railings will be made of 1 ½ " x 1 ½" steel tube supported on 2" diameter steel pipes welded to bottom rail guard.

Railings including fasteners are corrosion resistant.

(iv) Mail Boxes:
Mail boxes will be made of white extruded aluminum and will be approved by the US Postal Service.
Mailing will be distributed by the US Postal Service. Mailboxes will be located at front of building outside of entrance.

(v) Lighting:
Residential lobby entrance:
There are two exterior light fixtures at entrance to residential lobby.
Exterior grade, wall mounted compact fluorescent, with opal glass diffuser

Residential lobby:
Residential lobby will have surface mounted lights.

Manufacturer/Catalog # 50030 Access Lighting, 9 ½" square.

Public Corridors:
Public corridors will have surface mounted lights. Lights will be 9 ½" square aperture.
Manufacturer/Catalog # 50030 Access Lighting.

Residential Units:
Residential units will have recessed down lights at kitchen, bathroom and living rooms. Lights will be 4" aperture, recessed incandescent down-light.
Manufacturer/Catalog # RGYT
Kitchen will have 4" recessed down lights, Glimpt Incandescent.

The sponsor reserves the rights to provide lighting fixtures by different manufacturers, which are equal to, or better than those listed.

(vi) Canopies: There are no canopies.

7. Service Entrances: There is no service entrance.

8. Roof and Roof Structures:

a. Material:
The roofing system will be "Rubber Torch Applied 2-ply" roofing system and will have warranty. The roofing will be manufactured by the following:
Firestone Corp.
Roofing system will have:
Primer: asphalt, cut-back primer.
Ply felts: Four plies of asphalt-impregnated, glass-fiber felts.
Bitumen: Roofing asphalt.
A No Dollar Limit 1 year Manufacturer's Warranty is given by Sponsor.

b. Flashing Material:
Roof flashing will have a metal flashing sheet metal made of aluminum .032.

(ii) Drains:
Cast iron drains will be provided, which will discharge through internal leaders into the building storm systems. Cast iron drains will have double inlets for overflow.

(iii) Skylights: There is one skylight above stair bulkhead as required by NYC Multiple Dwelling Law. Skylight is made of plain glass with wire mesh screen on both s ides of glass and is equipped with fixed or moveable reach ventilator with min. openable area of 40 square inches as by NYCBD.

(viii) Bulkheads:
Stair bulkhead is enclosed on exterior side with masonry wall and consist of 8" concrete block and stucco.

(iii) Metal Work at Roof Levels

a) Exterior Metal Stairs:
There are two exterior metal stairs to HVAC units located at roof over bulkhead.

b) Hatches to roof:
There are no hatches to roof.

(iv) Stair Bulkhead:
Stair bulkhead exterior walls consist of 8" concrete block and stucco finish. The interior walls consist of 25 gauge steel studs with two layers of G.B. fire code on each side.

10. Yards and Courts:

There will be 1 exterior rear yard at grade, at northerly portion of the property. The yard will be 25 ft wide x 35 ft deep. Yard services as common limited area and will be owned by the residential units at 1st floor rear. The yard will have 2'x 2' blue stone pavers, brick patio pavers, mulch & various plantings.

(i) Paving:
2'x 2' blue stone pavers, brick patio pavers and concrete.

(ii) Drainage:
There will be two area drains, cast iron drain with underground drain connected to building drainage system.

(iii) Railings:
There will be no railing.

(iv) Stairs:
Stairs will be reinforced concrete stairs on grade and will lead to recreation at rear yard.

(iv) Fencing:
There will be 6' high PVC fencing at rear property line & 42" high on top of retaining wall demising the rear yard.

(vi) Walls:
There are garden walls. 8" block with stucco finish and metal coping on top at rear side of property against adjacent property.

11. Interior Stairs:

i) There is one enclosed, 2 hour fire rated stair. Stair extends from lowest level at cellar to roof over attic floor.

ii) Enclosure:
Enclosure of interior stairs will be made of 25 gauge steel studs, 16" on center with double layer of 5/8" fire code gypsum board on each side. Finish gypsum board will be spackled and painted. All doors at stair enclosure will have a 1 ½" fire rating and will have self closing device.

iii) Construction: Stair is made of steel pan stairs with reinforced cement fill.

iv) Stringers: Stringers are made of steel channels 1 ½" wide 12" deep and ¼" thick.

v) Threads: Reinforced cement 1 ½" thick.

vi) Risers: Risers are made of steel pan ¼" thick and are approximately 7.5" high.

vii) Guard Rails: Will be made of 1 ½" x 1 ½" steel tubes.

viii) Balustrades: Will be made of ½" round steel bars located 4" O.C.

12. Interior doors and frames:

(i) Unit entrance:
Hollow metal door and frame made of 16 gauge sheet metal.

Door is manufactured by:
"Ace Fire Door" ore equal.
Door hardware includes:

Lockset	Marks Mortise
Deadlock	Marks Mortise
Silencers	608

(ii) Corridor and Stair Hall doors and frames:
Hollow metal door and frame made of 16 gauge sheet metal.
Door is manufactured by:
"Ace Fire Door" or equal
Door hardware includes:

Passage Set	Marks
Closer	Spring Hinge
Silencers	608

(iii) Cellar and roof doors and frames:
Hollow metal door made of 16 gauge sheet metal, frame is made of 14 gauge sheet metal.
"Ace Fire Door".
Door hardware includes:

Lockset	Detex Push Bar
Closer	Spring Hinge
Perimeter Seal	5050
Exit Alarm	DETEX ECL230D

13. Elevator- There is no elevator

14. Elevator Cabs: There is no elevator

15. Handicap Lift: There is no H/C lift.

Auxiliary Facilities

1. Refuse Disposal: There is no refuse disposal

Laundry Room: There is no laundry facility.
Each Residential unit will have its own stackable washer/dryer within the apartment:
Washer/dryer manufactured by:
FrigidAir # FGX831FS2

J. Plumbing and Fire Protection

1. Water Supply:

(i) A 1.25" cold water service with a curb valve will be connected to the city water main on Devoe Street. The water service will be extended to the Water Meter Room.

(ii) The metered cold water supply will be extended to a backflow preventer from which the cold water supply will be connected to the duplex domestic water booster pump. (Canaris Model # 1206 or equal.) The sponsor reserves the rights to provide backflow preventer by different manufacturers, which are equal to, or better than those listed.

(iii) The cold water distribution will be supplied from the booster water pump via a cellar distribution main. Pipes will be insulated with ½" & ¾" Foam Pipe Insulation by Armacell or Equal is provided on hot & cold water piping.

(iv) Local domestic water heaters will supply hot water to the apartments. Hot water heater – GMC8 by Goodman Manufacturing Co. The sponsor reserves the right to provide hot water heater by different manufacturers, which are equal to or better than those listed above.

(v) The domestic hot water temperature to all fixtures will be 120 deg. F.

(vi) Flow conservation devices will be provided on all water supplies to all showers.

(vii) Backflow preventer and vacuum breakers will be provided as required to protect the domestic water supply.

(viii) The cold, hot piping will be copper Type 'L' with 95-5 solder joints.

(ix) All water risers will be provided with control valves.

(x) The water pressure in the domestic water system will be limited to 85 psig by means of pressure reducing valve.

(xi) Water conservation plumbing fixtures will be provided.

2. Sanitary Sewage System:

(i) Complete Sanitary drainage system will convey all soil and waste from plumbing fixtures, drains and equipment. The sanitary system is designed for gravity flow through vented branches, stacks, and building drains. Drainage from plumbing fixtures located in the cellar will flow by gravity to a sewage ejector (Manufacturer: FEDERAL, Model # N-VSS or equal.) The ejector discharge pipe will connect to the down stream side of the building combined sanitary house trap. The sponsor reserves the rights to provide sewer ejector by different manufacturers, which are equal to, or better than those listed above.

(ii) Sanitary piping above ground will be cast iron piping with no-hub fitting pipe. Sewage ejector discharge piping will be galvanized steel pipe.

(iii) The sanitary drainage flow to the city public sewer system.

3. Storm drainage System:

1. A storm water drainage system will convey storm water drainage from the building roof, and all paved areas.

2. An independent storm water house sewer will be connected and combined with the sanitary house sewer at the foundation wall and will flow to the existing combined street sewer at Baltic street. There are no catch basins on the site.

3. There shall be at least one (1) drain for each roof or paved drainage area.

4. The piping material will be cast iron with no-hub joints.

4. Domestic Hot Water

Domestic hot water for each apartment will be generated by individual gas hot water heaters. (Manufacturer: Goodman Co., GMV8).

5. Oil Tank

Not applicable

6. Gas Supply

1. Gas will be supplied by National Grid and will be utilized for cooking, heating in the residential units. Each residential unit will have a separate gas riser and gas meter.

Type- natural gas
Meters- Gas meter for each residential unit.
Piping- is black steel

7. Fire Protection System:

(i) The fire water services from Devoe Street will supply the fire protection system.

(ii) Sprinkler riser will be located in the stair and will serve the sprinkler system on each floor. The pipe material will be black steel.

(iii) Sprinklers will be provided throughout the building except for residential toilet rooms and closets. The sprinkler system will be supplied from the sprinkler system riser.

(iv)In all finished areas with out ceilings, upright heads will be provided. In all finished areas with hung ceiling the heads will be flush type concealed heads with plates. Approved sidewall type heads will also be provided. The sprinkler system will be designed for light and ordinary hazard occupancy.

(v) The secondary source of water supply will be provided from the sprinkler system flush type Siamese facing Devoe Street.

8. Permits Required:

Permits and approvals to be delivered on closing by the developer for:

- Plumbing, sewer, water and gas
- Sprinkler

K. Heating

1. Space heating

(i).The heating system will be designed to maintain a temperature of 72deg.F. indoor when out door temperature is 0 deg.F. under normal conditions.

(ii).Heating of spaces within each unit will be provided by a system, forced air, space-conditioning system. Heated air shall be supplied to each unit via a system of metal ducts and registers.

All gas furnace units are manufactured by Goodman Company, LP.

Unit	Model #	Serial #	BTU
1A	GMH80704BNAB	0807058679	56,000
1B	GMH80704BNAB	0706662960	56,000
2A	GMH80703ANAC	0807058677	56,000
2B	GMH80703ANAC	0807058679	56,000
3A	GMH80703ANAC	0807058703	56,000
3B	GMH80703ANAC	0807058678	56,000
4A	GMH80904BNAB	0708672216	72,000
4B	GMH80904BNAB	0704132739	72,000

(iii).The heating in the public spaces will be provided by electric cabinet heaters. Manufacturer: QMARK-2KW.

M. Air Conditioning

(i) Cooling of spaces within each unit will be provided by a system, forced air, space-conditioning system. Cooled air shall be supplied to each unit via a system of metal ducts and registers.

All AC condenser units are manufactured by Goodman Company, LP.

Unit	Model #	Serial #	BTU
1A	GSC130481AG	0808574595	48,000
1B	GSC130481AG	0808574596	48,000
2A	GSC130361DF	0808678587	36,000
2B	GSC130361DF	0808678584	36,000
3A	GSC130361DF	0807682300	36,000
3B	GSC130361DF	0807682301	36,000
4A	GSC130361AG	0808678584	36,000
4B	GSC130481AG	080707660	48,000

N. Ventilation

(i)The toilets and kitchens will be provided with separate forced mechanical ventilation as required by code.

(ii) Dryers will be provided with separate exhaust system.

(iii)Corridors will be ventilated.

(iv)Apartments will be ventilated via incremental AC units.

Q.Estimated Annual Charges

The energy cost estimates below do not include city and state taxes.

(i) Heating
Heating season 4871 degree hours
Building heat loss calculations 300 MBH

Annual Heating Charges as per ASHRAE
Degree day's method

$$E = \frac{H \times D \times 24 \times (CD)}{T \times K \times V}$$

E =Fuel or energy consumption for estimated period
H =Calculated heat loss (300 MBH)
D =Number of Degree hours (4871)

T =Temperature difference (72deg)
V =Heating value (100,000 BTU/CF)
CD =Correction factor (0.60) for 4871 degree hours

K =correction factor for efficiency (0.65)

$E = 300 \frac{\text{x } 4871 \text{ x } 24 \text{ x } 0.60}{72 \text{ x } 0.65 \text{ x } 100{,}000} = 4{,}696$ therms/yr.

Annual cost at $1.70/therm=$7,643/yr.
Total building gross area = 8,331 sq.ft.
Annual cost per sq.ft. $\frac{\$7{,}643}{8{,}331 \text{ sq.ft.}} = \$0.91$/s.ft./yr.

Heating Cost

Cellar		
Apartment A Lower Level Duplex	363 s.f. x 0.91	$330.33
Apartment B Lower Level Duplex	718 s.f. x 0.91	$653.38
1st floor		
Apartment A Upper Level Duplex	562 s.f. x 0.91	$511.42
Apartment B Upper Level Duplex	643 s.f. x 0.91	$585.13
2nd Floor		
Apartment A	676 s.f. x 0.91	$615.16
Apartment B	675 s.f.x 0.91	$614.25
3rd Floor		
Apartment A	676 s.f. x 0.91	$615.16
Apartment B	675 s.f.x 0.91	$614.25
4th Floor		
Apartment A Lower Level Duplex	674.5 s.f. x 0.91	$613.80
Apartment B Lower Level Duplex	674.5 s.f. x 0.91	$613.80
Attic Floor		
Apartment A Upper Level Duplex	369 s.f.x 0.357	$335.79
Apartment B Upper Level Duplex	496 s.f.x 0.357	$451.36

(ii) Water& Sewer:
Use of water per day/person/apartment = 100 gallons

Annual water use = 584,000 gallons or 78,075 cubic ft.
Costs are based on the combined water and sewer rate of $6.15 /100 cubic feet. Total annual cost of water and sewage = $4,802 or $600/ year/apt. adding 5% escalation = $5,041 or $630/year/apt.

(iii) Gas:

Apartment cooking-
8 apartments Are provided w/range and oven
Based on a 1 hour usage/day
233,600 cubic feet/year or 2,336 therms
Annul cost = $496.4 /year/apt.
Adding a 5% escalation = $521/year/apt.

(iv) Electric:

Common charges

1)	Ejector pump- 2 HP	=	1.5 KW
2)	Roof Fans	=	2.0 KW
3)	Lighting	=	4.0 KW
4)	Miscellaneous	=	2.0 KW
5)	2 Electric Heaters @220v	=	2.0 kw
	TOTAL OPERATING LOADS:		14 KW

**Not included in total cost*

1)	Ejector Pumps (5,000 hrs. /yr.) (3 KW) (.20)	=	3,000 KW HRS
2)	Roof Fans (2,500 hrs/yr) (2)(0.8)	=	4,000 KW HRS
3)	Lighting (8,760 Hrs. /yr.) (4) (0.8)	=	28,032 KW HRS
4)	Miscellaneous equipment (2,500 Hrs. /yr.) (2) (0.5)	=	2,500 KW HRS
5)	Unit Heaters (2) x 4320	=	8640 KW HRS
	TOTAL:		46,172 KW HRS/yr.

46,712 KW HRS. @ 7.5 cents/ KWH= $ 3,463/yr.

Demand charge –

14.5 KW @ 65% DF= 9.425 KW
9.425 KW @ $24.50 KW/ month x 12 = $2,771

Total House Cost:	KW HRS. Change	=	$3,463
	Demand charge	=	$2,771
	Total Yearly cost	=	$6,234

Apartment units- Monthly Operation Costs

Typical Unit

A) lighting & receptacles
(4.5 Hrs. / day) (30 days) (3.0 KW) (0.30) = 122 KW HRS.

B) Appliances
(4.5 Hrs. / day) (30 days) (2 KW) (0.8) = 216 KW HRS

C) AC units
(600full load Hrs.) (5KW) (0.8) = 240 KW HRS.

TOTAL: 578 KW HRS. /MONTH

578 KW HRS. @ 15.75 cents /KW HR. = $91.00/Month

Summary:
- Total common charges = $6,234/yr.
- Typical unit = $91.00/month

Apartment Units Estimated Average Monthly Electrical Energy Cost

Cellar

Cellar		
Apartment A Lower Level Duplex	363 s.f.	$37.53
Apartment B Lower Level Duplex	718 s.f.	$74.24
1st floor		
Apartment A Upper Level Duplex	562 s.f.	$58.11
Apartment B Upper Level Duplex	643 s.f.	$66.48

2nd Floor		
Apartment A	676 s.f.	$69.90
Apartment B	675 s.f.	$69.80
3rd Floor		
Apartment A	676 s.f.	$69.90
Apartment B	675 s.f.	$69.80
4th Floor		
Apartment A Lower Level Duplex	674.5 s.f.	$69.74
Apartment B Lower Level Duplex	674.5 s.f.	$69.74
Attic Floor		
Apartment A Upper Level Duplex	369 s.f.	$38.15
Apartment B Upper Level Duplex	496 s.f.	$51.29

O. Electrical

i) Electrical service will be provided by Con Edison Co. at 120/208V, 3 phase, 4 wire to electric service switch board and distribution panels through out the building. The service will be as follows:

a) 1,200 amp for house and apartment units electrical requirement

b) 60 Amps per unit service is provided as per NYC Electrical Code. AFCI and GFCI is provided at each unit per NYC Electrical Code.

c) Common Area = 100 amp/208/30 circuit panel

ii) The service to each residential unit will be 60hz. 120/208V Ac, 3 wire. Electric service will be supplied to each residential unit via tenants meter located in the electrical room at the Cellar.

iii) The main service equipment will be fuseable switches as required by code: 1200 or larger ampere switches shall be bolted pressure switches for service use. Main fuses vary in rating the size of fuses shall be to suit the loads served.

iv) All residential units are designed with the proper number of wall receptacles, switches, appliance receptacles, etc. as required by the NYC electrical code.

v) Switched lighting fixtures will be provided in bathrooms, walk-in closets, foyers and kitchens. Switched receptacles are provided in bedrooms. Fixtures are incandescent type in foyers dining areas, and walk-in closets and kitchens.

vi) 20 amp, 120V circuits have been provided to handle lighting and general purpose receptacles.

vii) 20 amp, 120V circuits have been provided in the kitchen area for 120 v kitchen appliances.

viii) Receptacles are provided in all rooms (average five (4) per room). Ground fault circuits are provided in bathrooms.

P. Audio/video intercom and buzzer service.

i) The building will be equipped with an intercom and video camera.
Manufacturer: Aiphone
Apartment Station Model # AJ-GH1KD
Outside Station Model # AJ-GF4P
Camera Model # AJ-GHCOLOR

Q. TV reception facilities and telephone services

i) Cable television service will be available to each tenant on an individual subscription basis (separate charge).

ii) Location of outlets: Living room and in each bedroom.

iii) The building will be prewired for telephone services. A jack will be located in the living room, bedroom and kitchen of each unit.

R. Common Area Lighting

i) All lighting in common areas except the vestibule and lobby will be ceiling and/or wall mounted incandescent or fluorescent fixtures. Lighting for the vestibule and lobby will be recessed ceiling mounted fixtures and wall mounted decorative lighting sconces.

ii) Lighting in cellar mechanical spaces and storage rooms will be fluorescent.

S. Smoke detectors

i) Photoelectric type smoke detectors & combination CO detector, hard wired, with battery backup, 120 volt will be provided in each apartment.

T. Inspections

i) Conducted concurrently with construction with final sign- off at the issuance of the Certificate of Occupancy.

- NYC Department of Buildings
- Elevator
- Mechanical And Plumbing
- Boiler
- Department of Air Resources
- Compacter
- Electrical
- Fire Department

U. Violations

Presently there is one ECB violations on this property. See attached.

i) Searches have been requested of the following agencies to determine if any pending violations exist:

- NYC Fire Department
- NYC Department of Air Resources
- NYC Certificate of Inspection

V. Unit Information

Legend: WD = wood
CT = Ceramic tile
P/GWD = Paint/Gypsum Wall Board
MTL = Metal Panel

1. Finish Schedule for apartments:

Space	Floor	Wall	Base	Ceiling
Foyer	WD	P	WD	P/GWB
Living room	WD	P	WD	P/GWB
Bedrooms	WD	P	WD	P/GWB
Kitchens	WD	P	WD	P/GWB
Bathrooms	CT	CT/P	CT	P/GWB
Closets	WD	P	WD	P/GWB

W. Finish Schedule of Other Spaces

Lobby	CT	MTL/P	WD	P/GWB
Corridor	CT	P/GWB	WD	P/GWB

2. Plumbing fixtures for apartments:

Purist Rite-Temp bath & shower Faucet trim	Delta or equal
Purist Rite-Temp gooseneck spout	Danzae MSP-61-9
Ladena undercounter lav. Sink	American Standard #062.01
Toilet	Toto
Bath tub	Acrylic Morer # K1184
Towel bar	Ikea Sauren
Ttoilet tissue holder	Ikea Sauren
Mirrored cabinet w/silver interior	Nutone Metro

The sponsor reserves the rights to provide plumbing fixtures by different manufacturers, which are equal to, or better than those listed.

3. Kitchen appliances:

Stackable Washer/Dryer	FrigidAir	Model# FGX831FS2	White
Refrigerator	General Electric	Model# GT5185BXBRSS	SS
Hood combination	General Electric	Model# JUN1850SM4	SS
24 inch dishwasher	General Electric	Model# GLD4460M10	SS
Range, Gas	General Electric	Model # JGSF28EEM2	SS

X. Fire and/or Smoke Safety Devices

Apartment Smoke Detection System

Each apartment will contain combined smoke/carbon monoxide detectors located in the vicinity of the bedrooms. Manufacturer: 1st Alert, Model # SC01BN or equal. The detector is wired to a 120 volt local power supply and is self contained with its own sounding device with battery backup.
The sponsor reserves the rights to provide combined smoke/carbon monoxide detectors by different manufacturers, which are equal to, or better than those listed.

Schedule B-1

Projected individual Energy cost Budget

GR consulting, 420 Fairview Avenue #2b, Fort lee, NJ 07024 provided the following estimate of annul electrical energy costs of lighting and for operating the typical electrical appliances in each residential unit. (Common charges are not included)

The estimated KWHR per year square foot and annual cost of electricity per square foot utilized by individual residential units are approximately 10.34 KWHR/sq.ft./year and approximately $1.63 per square foot, based on a Con Edison rate of $0.1575 per KW hour. The following table lists:

Total Annual KW	Total Annual cost per Apartment
6,936	$1,093.00

Anthony M. Salvati, R.A., AIA



Sworn before me this 19th day
Of July, 2010.

Notary Public

KAMAL P. SONI
Notary Public, State of New York
No. 01SO6089949
Qualified in Kings County
Commission Expires March 31, 2011

291 DEVOE CONDOMINIUMS, BROOKLYN, NY
SUMMARY AND AREA CALCULATIONS

Cellar	**Total Gross = 1488 S.F.** (Common Area 407 S.F.) (Limited Common Area 72 S.F.)	
Apt A **Lower Level Duplex**	**363 S.F.**	
Apt B **Lower Level Duplex**	**718 S.F.**	**Patio 72 S.F.**
1ST Floor	**Total Gross = 1468.5 S.F.** (Common Area 263 S.F.) (Limited Common Area 906.8 S.F.)	
Apt A **Upper Level Duplex**	**562 S.F.**	
Apt B **Upper Level Duplex**	**643 S.F.**	**Patio 835 S.F.** **Balcony 71.8 S.F.**
2ND Floor	**Total Gross = 1468.5 S.F.** (Common Area 117 S.F.) (Limited Common Area 0 S.F.)	
Apt A	**676 S.F.**	**Balcony 0 S.F.**
Apt B	**675 S.F.**	**Balcony 0 S.F.**
3RD Floor	**Total Gross = 1468.5 S.F.** (Common Area 117 S.F.) (Limited Common Area 118.2 S.F.)	
Apt A	**676 S.F.**	**Balcony 59.1 S.F.**

Apt B	**675 S.F.**	**Balcony 59.1 S.F.**
4TH Floor	**Total Gross = 1466.5 S.F.** (Common Area 117 S.F.) (Limited Common Area 118.2 S.F.)	
Apt A **Lower Level Duplex**	**674.5 S.F.**	**Balcony 59.1 S.F.**
Apt B **Lower Level Duplex**	**674.5 S.F.**	**Balcony 59.1 S.F.**
Attic	**Total Gross = 974 S.F.** (Common Area 106 S.F.) (Limited Common Area 494 S.F.)	
Apt A **Upper Level Duplex**	**373 S.F.**	**Terrace 309 S.F.**
Apt B **Upper Level Duplex**	**495 S.F.**	**Terrace 185 S.F.**
Roof	**Total Gross = 974 S.F.**	

Total Residential Sellable Area	**7205.0 S.F.**
Total residential Common Area	**1127.0 S.F.**
Total Residential Limited Common Area	**1709.2 S.F.**
Total Building Gross Area Including Cellar	**8334.0 S.F.**

SECTION A

291 DEVOE STREET CONDOMINIUM

291 DEVOE STREET, BROOKLYN, NY

DESCRIPTIONS OF UNITS

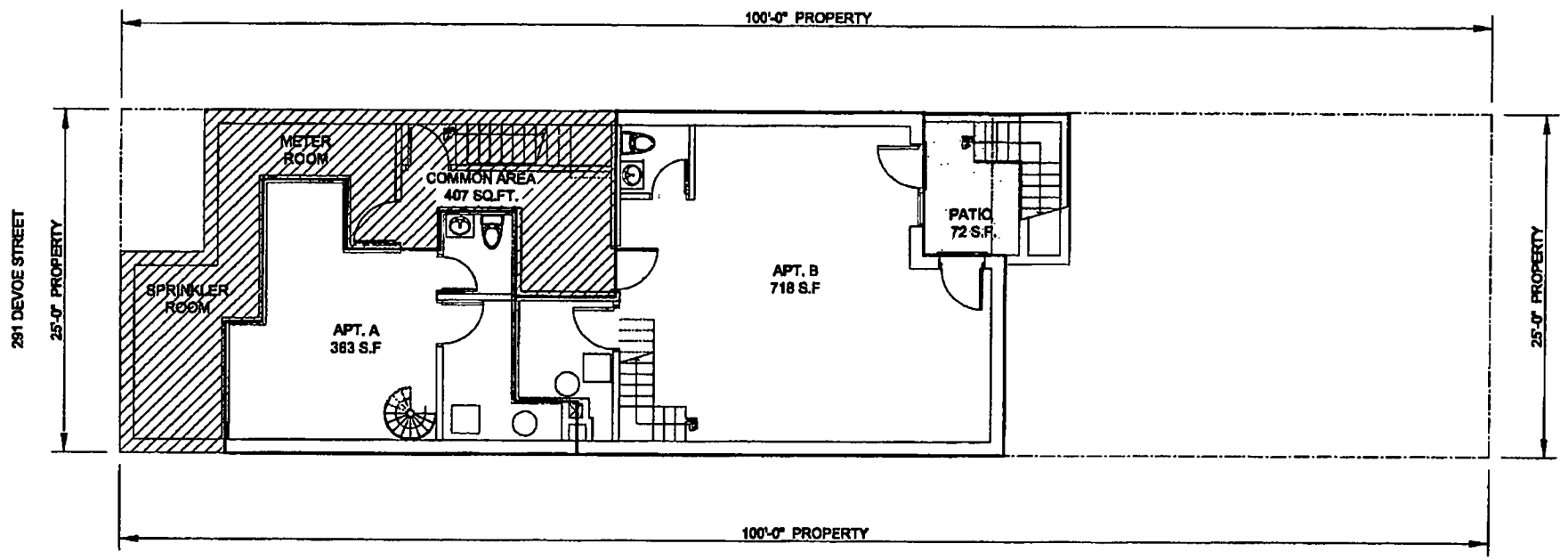
FLOOR	GROSS AREA	COMMON AREA	APARTMENT	APARTMENT AREA	DUPLEX	# BEDROOMS	# BATHROOMS	# TOILET ROOM	BALCONY	BALCONY S.F.	PATIO	PATIO S.F.	TERRACE	TERRACE S.F.	TOTAL LIMITED COMMON AREA	NOTE:
CELLAR	1488	407	APT. A	363	L.L.	0	0	1	NO		NO					
			APT. B	718	L.L.	0	0	1	NO		YES	72			72	
1ST FLOOR	1468.5	263	APT. A	562	U.L.	0	1	0	NO		NO					
			APT. B	643	U.L.	1	1	0	YES	71.8	YES	835			906.8	
2ND FLOOR	1488.5	117	APT. A	676		1	1	0	NO							
			APT. B	675		1	1	0	NO							
3RD FLOOR	1468.5	117	APT. A	676		1	1	0	YES	59.1						
			APT. B	675		1	1	0	YES	59.1					118.2	
4TH FLOOR	1466.5	117	APT. A	674.5	L.L.	1	1	0	YES	59.1						
			APT. B	674.5	L.L.	1	1	0	YES	59.1					118.2	
ATTIC	974	108	APT. A	373	U.L.	0	0	0	NO				YES	309		
			APT. B	495	U.L.	0	0	0	NO				YES	185	494	
ROOF	(974)	NOT ACCESSIBLE														
TOTAL	8334	1127	8 DU	7205		7	8	2		308.2		907		494	1709.2	

LCA= LIMITED COMMON AREA
FORMULA: (UNIT AREA X 100) DIVIDED BY TOTAL OF UNITS AREA = PERCENTAGE OF COMMON INTEREST

PREPARED BY DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY 5TH, 2010

Builders NY Holding VI, LLC

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY



Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY, 2010

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

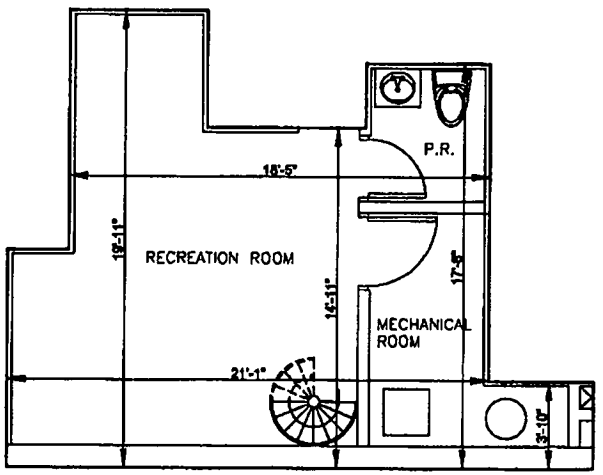
CELLAR FLOOR PLAN
GROSS AREA = 1,498 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

COMMON AREA = 407 S.F.

LIMITED COMMON AREA = 72 S.F.

SCALE: 0' 8' 16' 24'



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

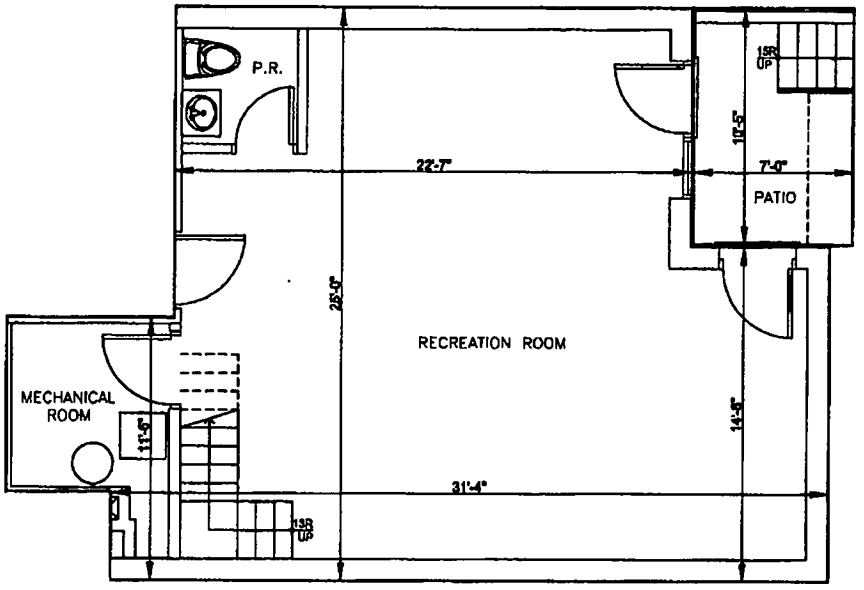
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

CELLAR F L O O R
APT. A LOWER LEVEL - DUPLEX
0 BED / 1 P.R.
AREA = 383 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

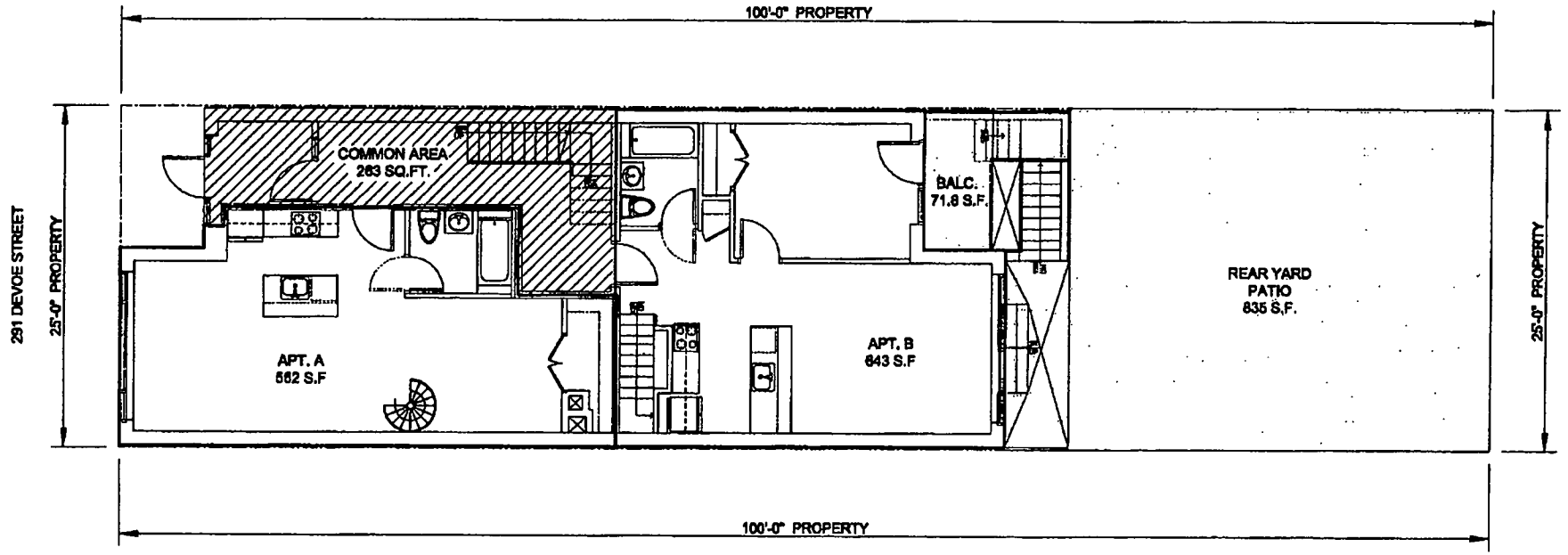
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

CELLAR FLOOR
APT. B LOWER LEVEL - DUPLEX
0 BED / 1 P.R.
AREA = 718 S.F.
EXTERIOR AREA = 72 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY, 2010

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

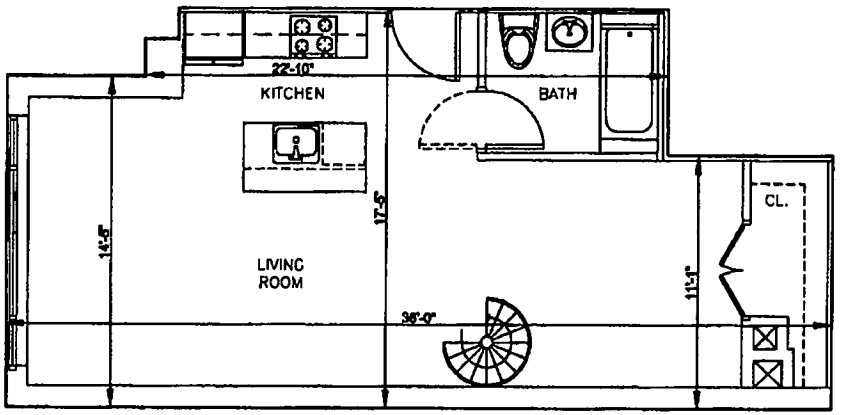
FIRST FLOOR PLAN
GROSS AREA = 1,468.8 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

COMMON AREA = 263 S.F.

LIMITED COMMON AREA = 906.8 S.F.

SCALE: 0' 8' 16' 24'



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

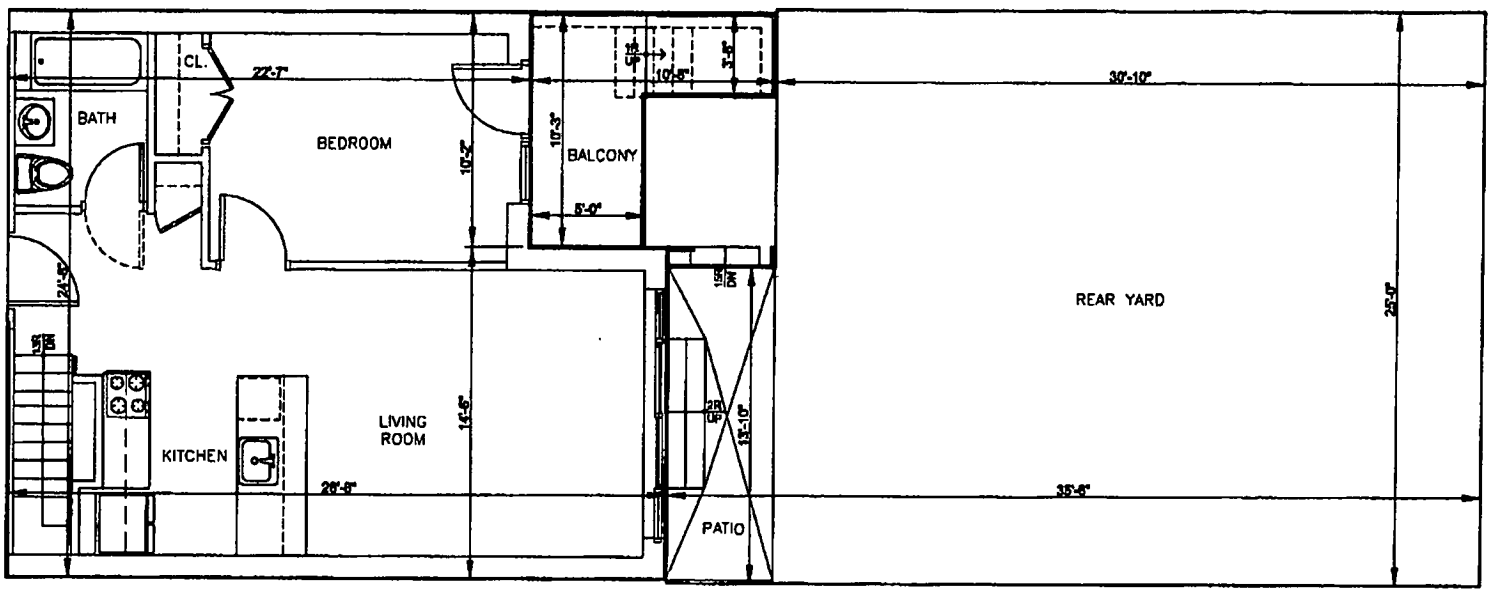
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

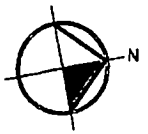
FIRST F L O O R
APT. A UPPER LEVEL - DUPLEX
0 BED / 1 BATH.
AREA = 562 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'

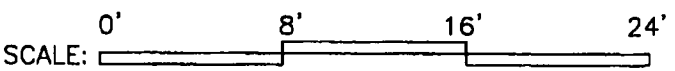
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



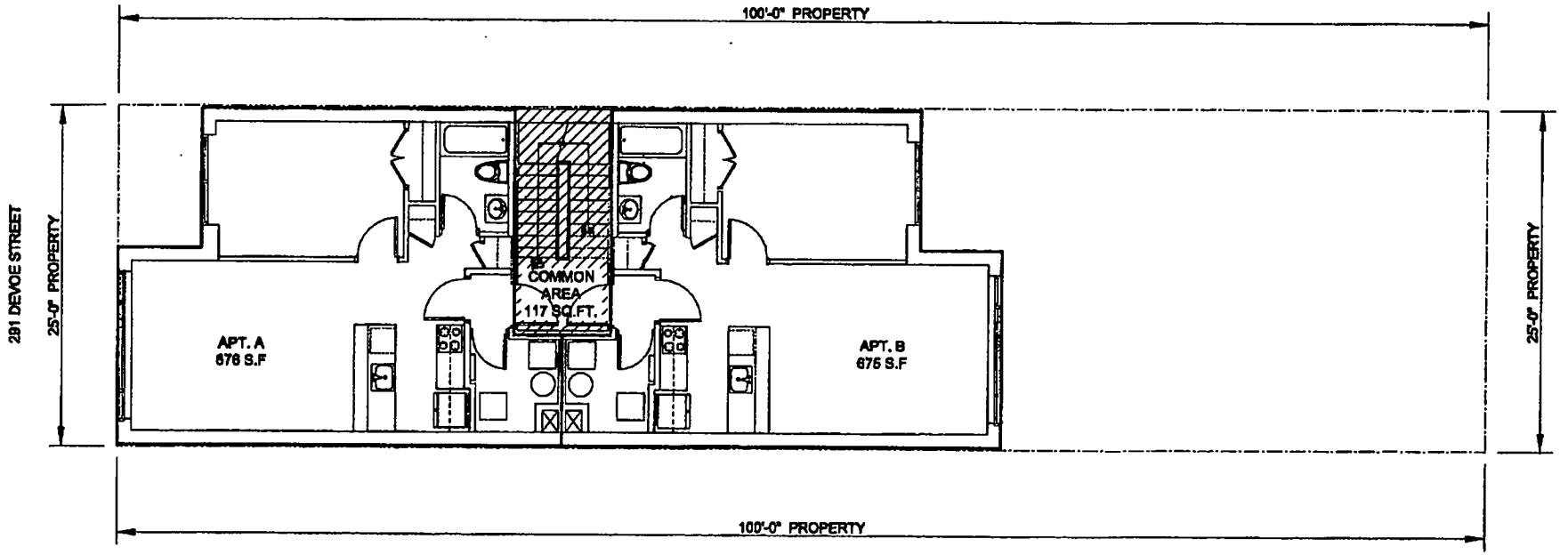


DOMINICK SALVATI & SON ARCHITECTS DATE: MAY , 2010
BUILDERS NY HOLDING VI, LLC
291 DEVOE STREET CONDOMINIUM 291 DEVOE STREET, BROOKLYN, NY
FIRST FLOOR APT. B UPPER LEVEL - DUPLEX 1 BED / 1 BATH. AREA = 643 S.F. EXTERIOR AREA = 906.8 S.F.



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY, 2010

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

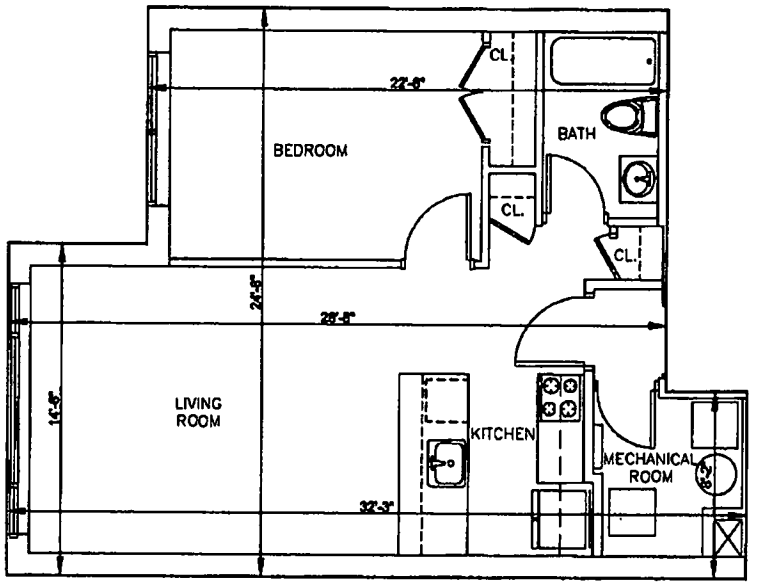
SECOND FLOOR PLAN
GROSS AREA = 1,468.8 S.F.

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PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

COMMON AREA = 117 S.F.

LIMITED COMMON AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

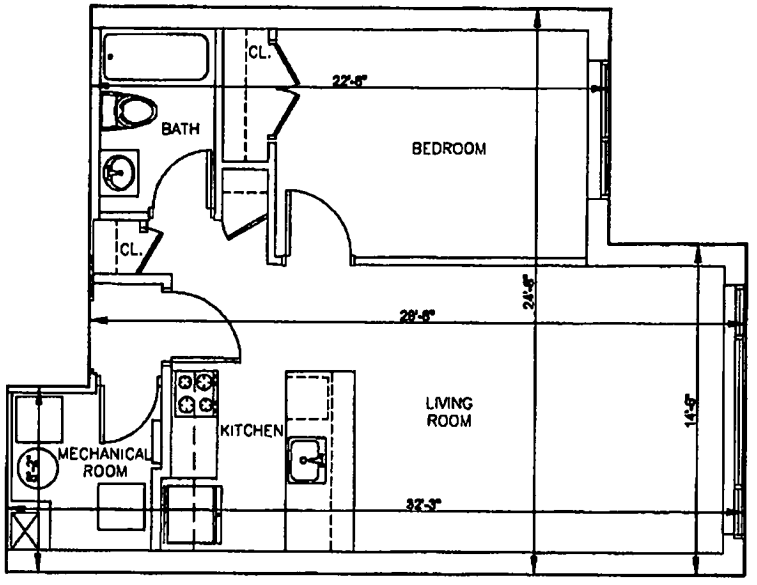
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

SECOND F L O O R APT. A
1 BED / 1 BATH.
AREA = 678 S.F.
EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

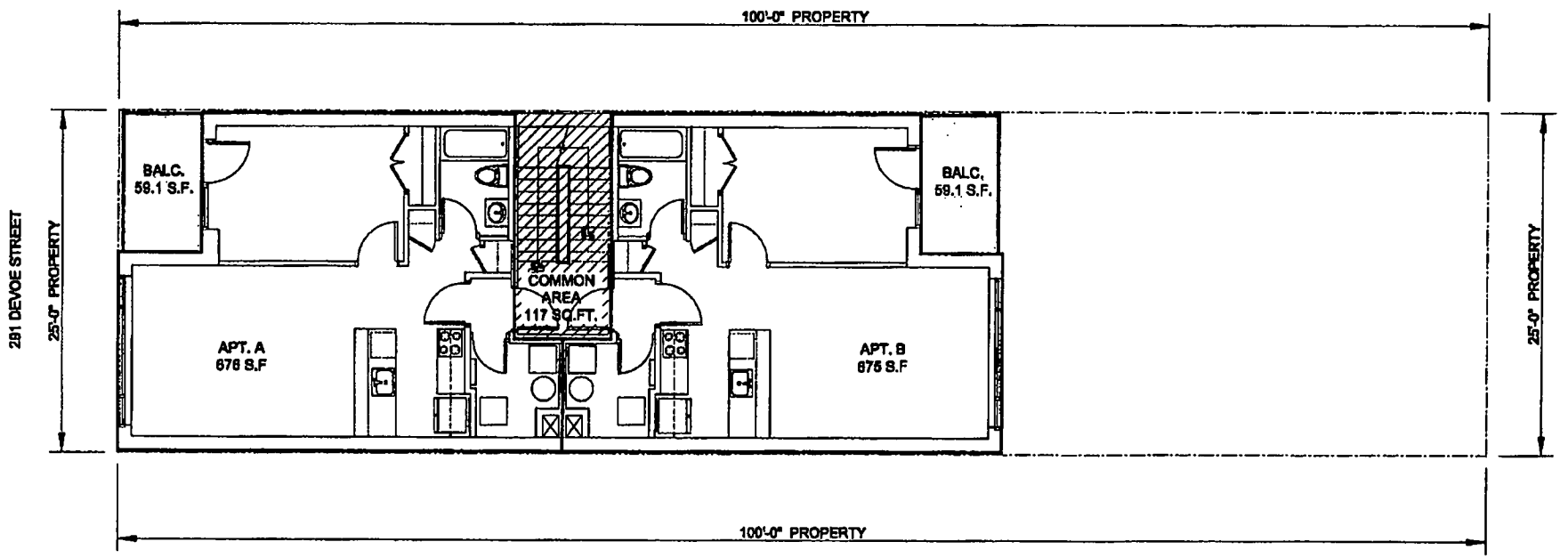


DOMINICK SALVATI & SON ARCHITECTS DATE: MAY , 2010
BUILDERS NY HOLDING VI, LLC
291 DEVOE STREET CONDOMINIUM 291 DEVOE STREET, BROOKLYN, NY
SECOND FLOOR APT. B 1 BED / 1 BATH. AREA = 675 S.F. EXTERIOR AREA = 0 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY 2010

291 DEVOE STREET CONDOMINIUM
201 DEVOE STREET, BROOKLYN, NY

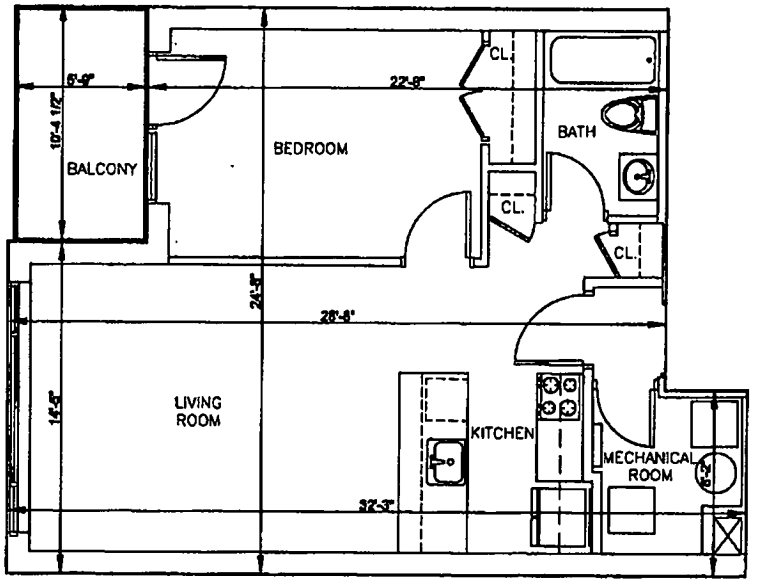
THIRD FLOOR PLAN
GROSS AREA = 1,466.5 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

COMMON AREA = 117 S.F.

LIMITED COMMON AREA = 116.2 S.F.

SCALE: 0' 8' 16' 24'



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

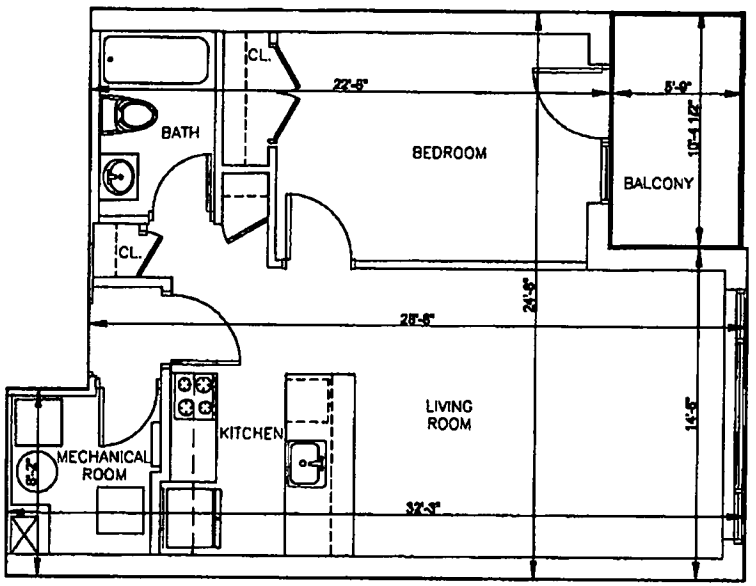
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

THIRD FLOOR APT. A
1 BED / 1 BATH.
AREA = 676 S.F.
EXTERIOR AREA = 59.1 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

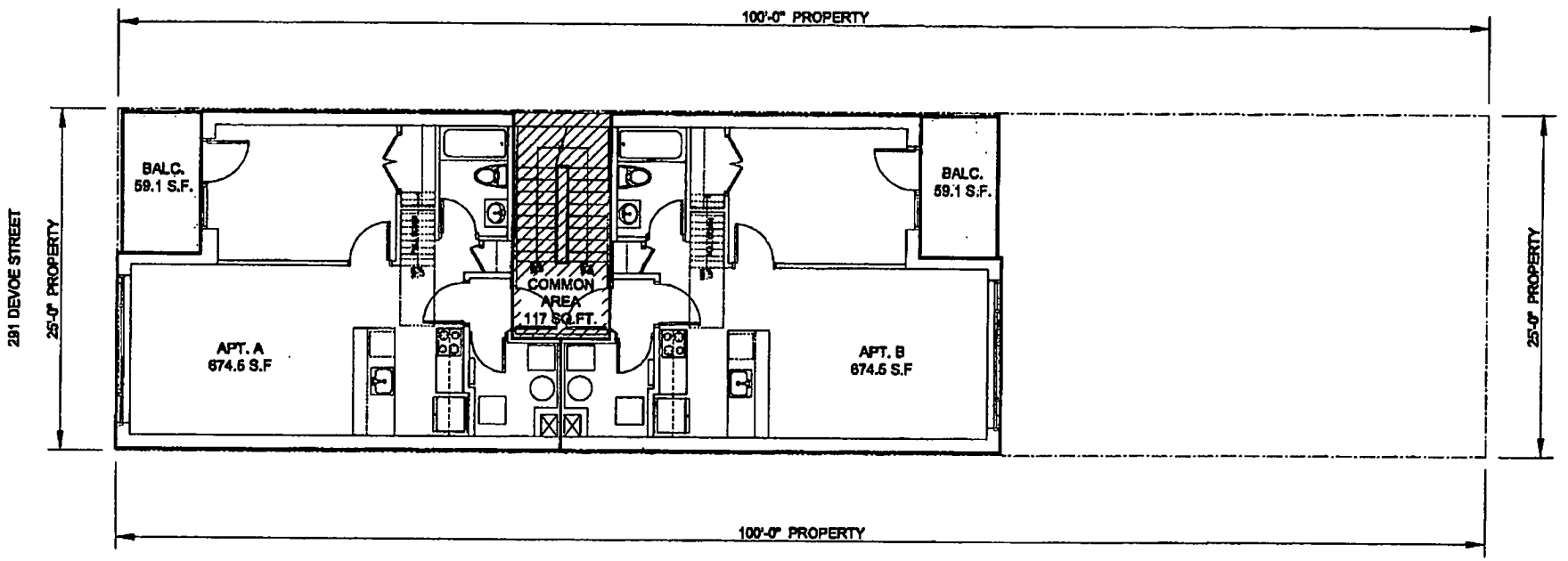
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

THIRD FLOOR APT. B
1 BED / 1 BATH.
AREA = 675 S.F.
EXTERIOR AREA = 59.1 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY, 2010

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

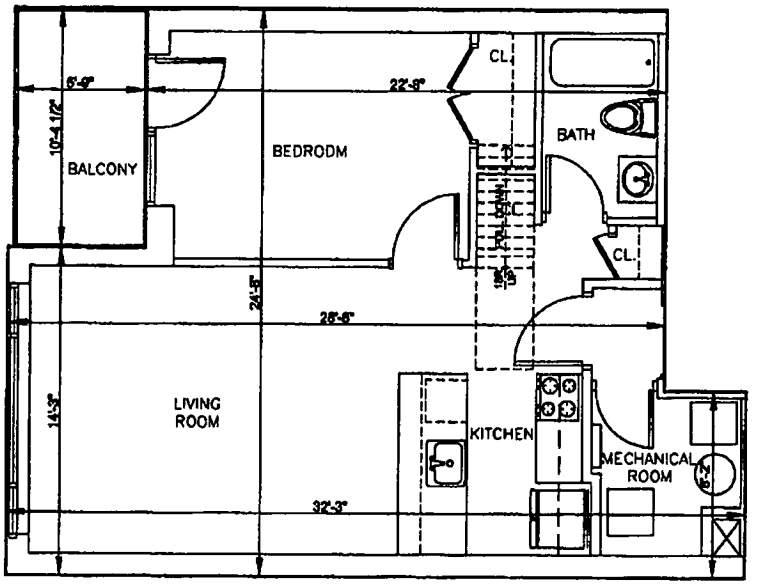
FORTH FLOOR PLAN
GROSS AREA = 1,466.6 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

COMMON AREA = 117 S.F.

LIMITED COMMON AREA = 118.2 S.F.

SCALE: 0' 8' 16' 24'



N

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

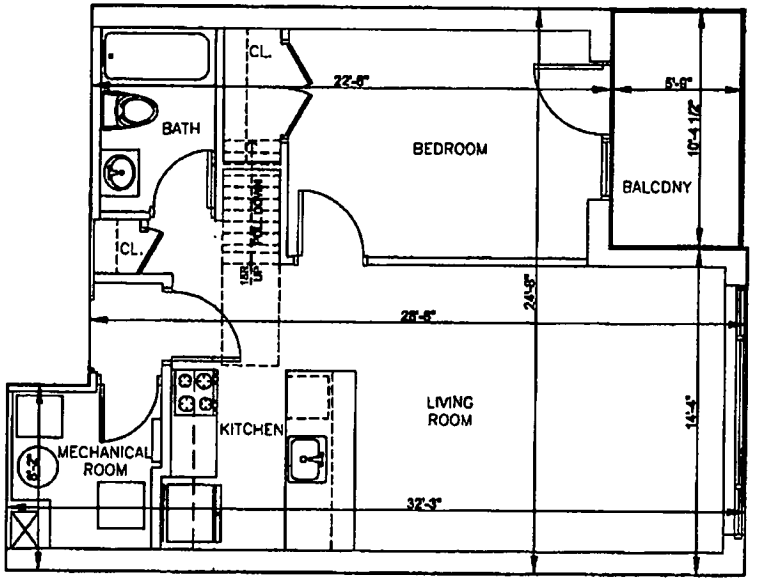
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

FOURTH FLOOR
APT. A LOWER LEVEL - DUPLEX
1 BED / 1 BATH.
AREA = 674.5 S.F.
EXTERIOR AREA = 59.1 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



N

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

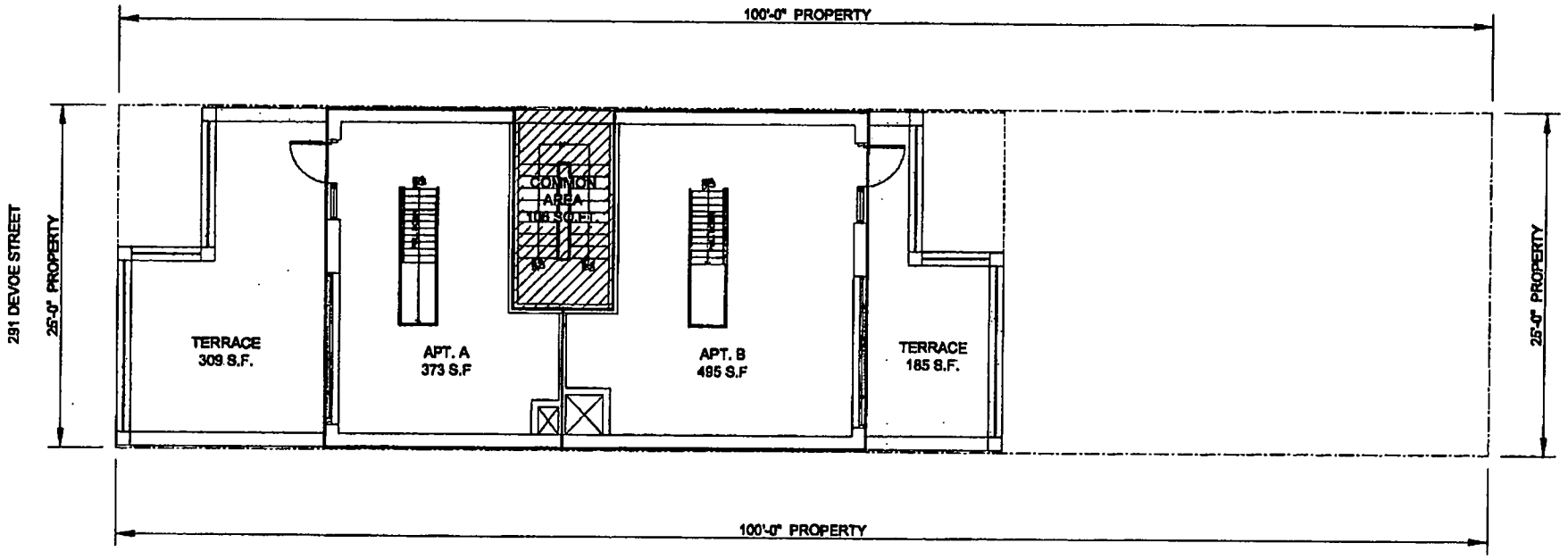
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

FOURTH FLOOR
APT. B LOWER LEVEL - DUPLEX
1 BED / 1 BATH.
AREA = 674.5 S.F.
EXTERIOR AREA = 59.1 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY, 2010

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

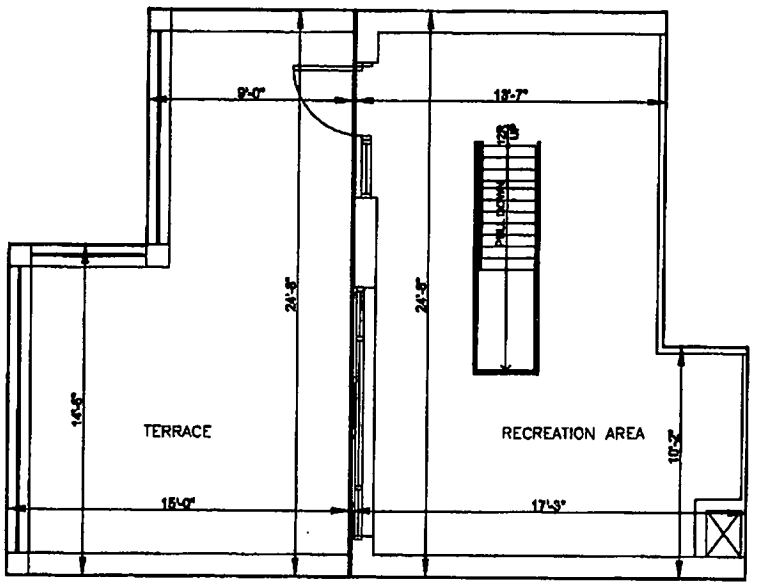
ATTIC PLAN
GROSS AREA = 874.0 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

COMMON AREA = 106 S.F.

LIMITED COMMON AREA = 494 S.F.

SCALE: 0' 8' 16' 24'



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

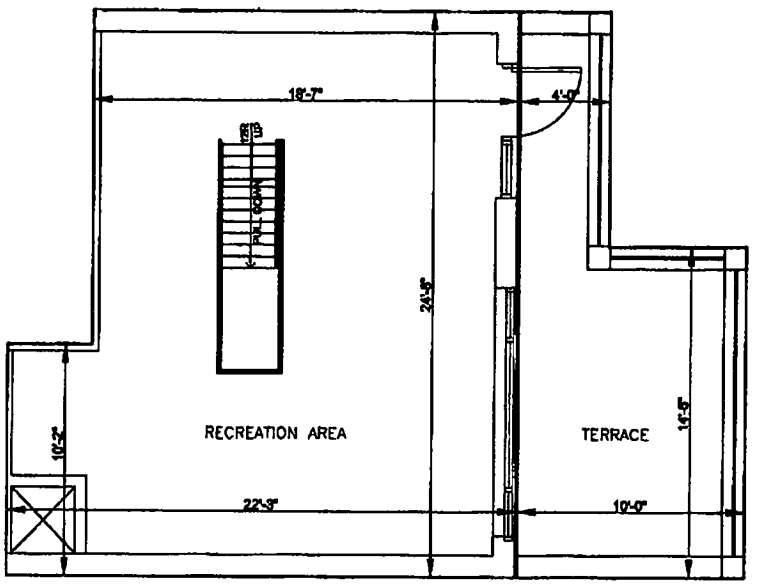
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

ATTIC F L O O R PLAN
APT. A UPPER LEVEL - DUPLEX
0 BED / 0 BATH.
AREA = 373 S.F.
EXTERIOR AREA = 309 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY , 2010

BUILDERS NY HOLDING VI, LLC

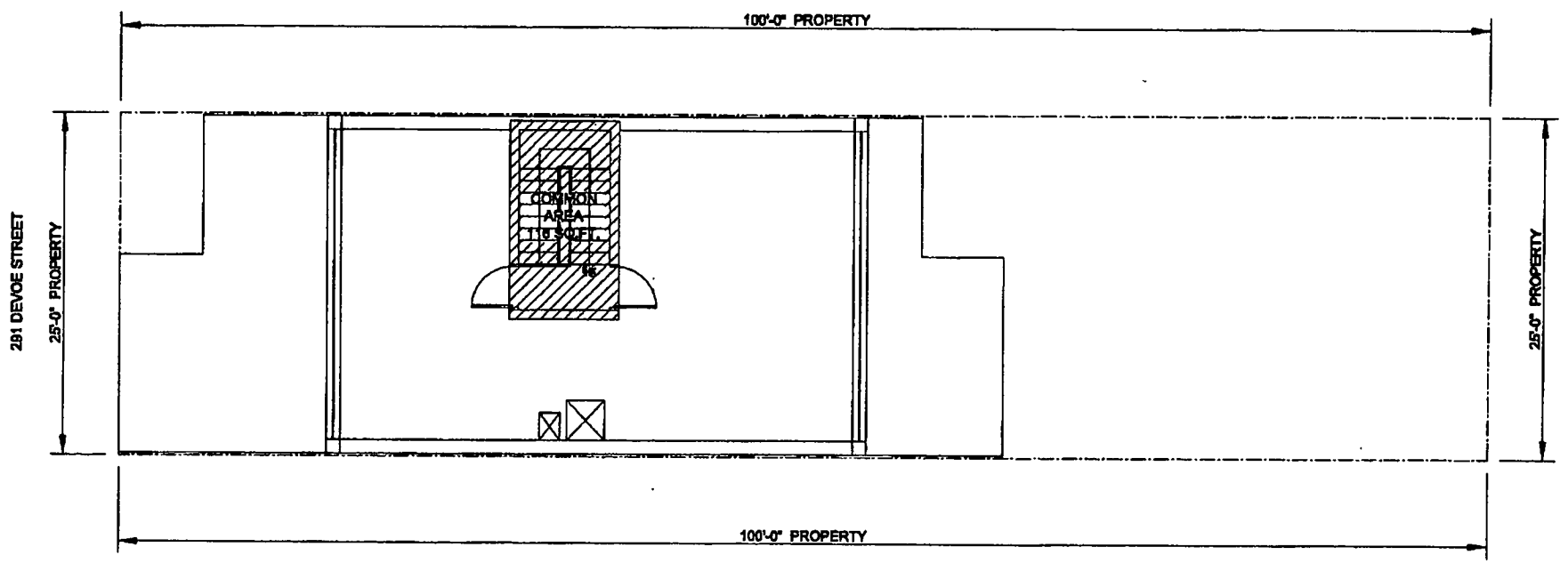
291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

ATTIC F L O O R PLAN
APT. B UPPER LEVEL - DUPLEX
0 BED / 0 BATH.
AREA = 495 S.F.
EXTERIOR AREA = 185 S.F.

SCALE: 0' 8' 16' 24'

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.

DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



Builders NY Holding VI, LLC

DOMINICK SALVATI & SON ARCHITECTS
DATE: MAY, 2010

291 DEVOE STREET CONDOMINIUM
291 DEVOE STREET, BROOKLYN, NY

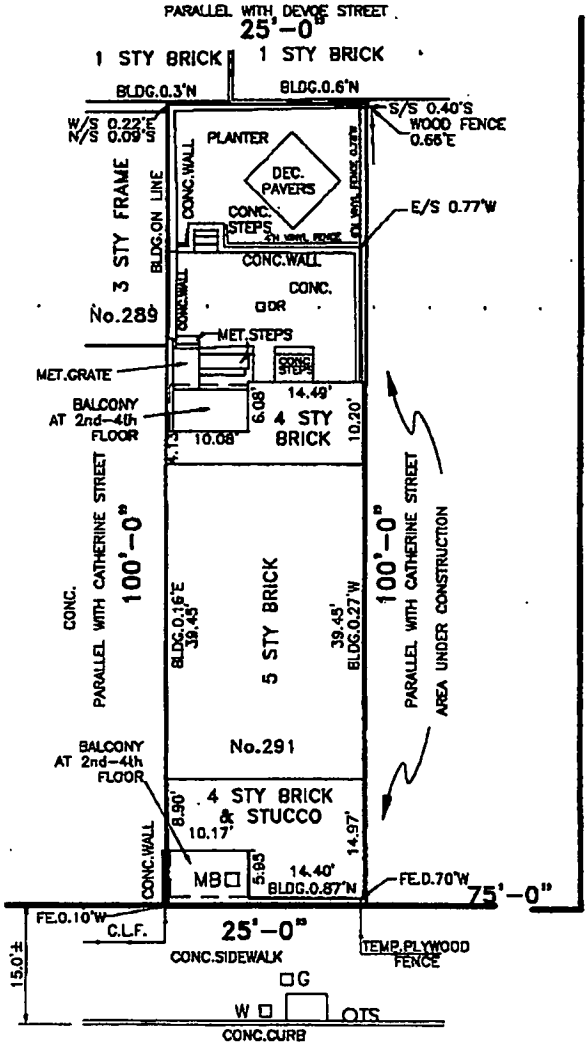
ROOF PLAN
GROSS AREA = 974.0 S.F.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

COMMON AREA = 116 S.F.

LIMITED COMMON AREA = 0 S.F.

SCALE: 0' 8' 16' 24'



LEGEND

W WATER VALVE
G GAS VALVE
OTS TRAFFIC SIGN

Surveyed: May 10, 2010 (Update)
Surveyed: March 2, 2010

DAVID D. RUPNARAIN
NEW YORK LICENSE 050295-1
24 KIPLING LANE
SCOTCH PLAINS, NEW JERSEY 07076
Tel: (646)229 4260
Fax: (718)835 4235

Unauthorized alteration or addition to this survey is a violation of Section 7209, of the New York State Educational Law.

Copies of this survey not bearing the Land Surveyor's inked Seal or Embossed Seal shall not be considered to be a valid true copy.

Certifications indicated hereon shall run only to the person for whom the survey is prepared and on his behalf to the Title Company, Governmental Agency and lending institution listed hereon, and to the Assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.

STATE OF NEW YORK
DAVID DYAL RUPNARAIN
050295
LICENSED LAND SURVEYOR

CERTIFIED TO:
NEW YORK CITY Department of Buildings

BLOCK 2917 LOT 22
BOROUGH OF BROOKLYN COUNTY OF KINGS STATE OF NEW YORK

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SPECIAL RISKS

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

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

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

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

2) There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan. **Time is of**

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

3) The terms of this Offering Plan transfer the statutory obligation to pay New York City Real Property transfer taxes (1% of purchase price for residential units, and New York State Documentary Stamp Taxes ($4.00 per thousand) to the Purchaser, so that the cost of such taxes represent an additional closing cost to the Purchaser, and an additional item of consideration on which transfer taxes must be paid. Additionally, the Purchaser is responsible for paying to the Sponsor's attorney a document preparation fee of $950.00, a $350.00 title clearance fee and may be responsible for certain other fees such as travel fees and default fees. Finally, Purchaser will pay Sponsor a fee of $1,500.00 as partial reimbursement for the cost of preparing and filing the Offering Plan. See section of the Offering Plan entitled CLOSING COSTS AND ADJUSTMENTS.

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

Until the earlier of five (5) years from the date of closing, or at the time at which the Sponsor or other Holder of Unsold Units owns units consisting of less than 25% of the common interest of the Condominium, Sponsor may exercise veto power over any expenses

other than those expenses described in Schedule B or expenses required to comply with applicable laws or regulations, to remedy any notice of violation or to remedy any work order by an insurer. Additionally, so long as the sponsor retains ownership of at least one unit in the building, the By-Laws, Declaration, and Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely affect the Sponsor without written consent by the Sponsor.

See section of the Offering Plan entitled CONTROL BY THE SPONSOR for a more complete explanation.

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

6) Pursuant to existing law and regulation, the Sponsor may declare the plan effective by entering into a contract for a minimum of 15% of the apartments in the building. In the event purchase agreements counted towards the minimum number of unit sales required to declare the plan effective fail to close, it is possible that the building will be converted to condominium status with less than 15% of the apartments in the building actually sold to purchasers. Please see EFFECTIVE DATE section of this Offering Plan.

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

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

8) The Sponsor is not limiting the conditions under which it will rent rather than sell units. There is no commitment to sell more units than the 15% necessary to declare the plan effective. Owner-Occupants, therefore, may never gain effective control and

management of the condominium. See the INTRODUCTION, RIGHTS AND OBLIGATIONS OF THE SPONSOR, CONTROL BY SPONSOR and BOARD OF MANAGERS sections of this Offering Plan for a more complete explanation.

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

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

11) The cost of providing heat and hot water for individual units is not included in the monthly Common Charges. Heat and hot water are separately provided to each unit by its own heat and hot water facility; and the cost of fuel for providing such heat and hot water will be separately billed for each unit. Thus, the cost of heat and hot water represents a cost in addition to the monthly maintenance (see FOOTNOTES TO SCHEDULE B and SCHEDULE B1).

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

13) Due to the size of the building, it is expected that the building will be self-managing. Therefore, no amount has been included in the projected budget for the first year of operation for a management fee. Should the Board of Managers at any time elect to employ the services of a managing agent, this will represent an additional cost of approximately 6% to 10% of the annual operating budget, which would require a concomitant increase

in the common charges. In addition, no amount is budgeted for a superintendent or custodian and, again, in the event the Board of Managers determines that it is in the best interest of the Condominium to employ a superintendent or custodian, this will result in an increase in common charges. See FOOTNOTES 8 and 9 to SCHEDULE B for a more complete explanation, including a listing of some of the tasks which unit owners will need to perform in the event neither a superintendent nor managing is employed.

14) Units 1B and 2B of the subject premises will include as limited common elements, step-outs. All Third and Fourth Floor Units of the subject premises will include as limited common elements balconies. All Fourth Floor Units of the subject premises will also include as limited common elements terraces. No structures may be built on these areas without the express written permission of the Board of Managers, other than temporary structures such as a "succha" or removable screened porch. Unit owners shall be responsible for maintenance such as painting, brush sweeping and repair or replacement of the roofing of the step-out, terrace, or balcony surface. The Condominium shall remain responsible for structural repairs such as girders, beams, etc. Please see the ARCHITECT'S REPORT section of the Offering Plan for a more complete explanation.

15) All First Floor and Fourth Floor Units of the subject premises will include as limited common elements an accessory use space as indicated on the FLOOR PLANS in PART II of this offering plan. This room may not be used as a bedroom. Use of this room as a bedroom may result in a violation being placed against the building, which it would be the responsibility of the individual unit owner to correct and remove. Please see ARCHITECT'S REPORT included in Part II of this Offering Plan for a more complete explanation.

16) Unit 1B will include as a limited common element, the rear yard of the subject premises. No structures of any kind may be built in the yard except for temporary structures such as fencing, screen tent, tool sheds and "succhas," etc. The right to use and occupancy is subject to the right of the Condominium to enter into said rear yard area for the purpose of inspection or building repairs. Please see the ARCHITECT'S REPORT section of the Offering Plan for a more complete explanation.

17) Square footages indicated for units in SCHEDULE A are the result of a "gross" square footage calculation. Measurement of gross square footage includes the entirety of exterior walls, the partition walls that divide the units from common areas, as well as one half of any wall dividing a unit from another unit. As a result, these measurements significantly exceed the actual floor area of the units. Please see FOOTNOTES TO SCHEDULE A in Part I,

and the ARCHITECT'S REPORT in Part II of this Offering Plan for a more complete explanation.

18) The projected insurance coverage for the building does not include officers and director's liability. Officer's and director's liability is a type of coverage which protects members of the Board of Managers, or officers of the condominium, from any liability engendered by performance of their functions, to the extent such activities are within the scope of their designated capacity, and does not constitute a criminal act by such officer or manager. In the event the condominium wishes to extend such insurance coverage to its directors and managers, this will represent an additional cost on the amount projected for insurance coverage in Schedule B. Please see SCHEDULE B and FOOTNOTES thereto for a more complete explanation.

19) The roof will be warrantied for one (1) year against defects in materials or workmanship. In the event the roof requires repairs after the expiration of the one (1) year period, the Condominium will need to make such repairs or replacements at their own cost and expense; which if the repairs exceed the budgeted figure for repairs and maintenance, and the miscellaneous allowance, may require an additional assessment or an increase in common charges.

INTRODUCTION

This is an Offering Plan for the sale of condominium apartments at 291 Devoe Street, Brooklyn, New York. The purpose of this plan is to fully set forth all material terms of the offer. This plan may be amended from time to time, if such amendment is filed with the New York State Department of Law. Any such amendments will be served on all prospective Purchasers who have executed a Purchase Agreement for any apartment, all unit owners, and all other persons entitled to service pursuant to local law or statute.

The Sponsor of this offering is Devoe Properties, LLC. The Sponsor acquired the property on July 20, 2005. Units will be conveyed free and clear of any mortgages, liens, or other encumbrances. Units will be conveyed by delivery of a UNIT DEED set forth in Part II of this Offering Plan.

The prices contained in this offering, as set forth in SCHEDULE A, are set by the Sponsors, and are not subject to approval by the New York State Department of Law, or any other governmental agency.

This Condominium will be subject to, and in compliance with, the New York State Condominium Act, Article 9-B of the New York Real Property Law.

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

The premises consists of a single building composed of a cellar, four stories and an attic, and containing, in aggregate, eight (8) residential units. The property is located in the Williamsburg section of Brooklyn. There will be no on-site laundry or recreational facilities; however, individual apartments have laundry hook-ups and hook-ups for electrical dryers. See ARCHITECT'S REPORT included in Part II of this Offering Plan.

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

In accordance with the provisions of the Laws of the City of New York, the Sponsor represents that neither the Sponsor, nor the Condominium nor the Selling Agent will discriminate against any person because of his race, creed, color, sex or sexual

orientation, national origin, ancestry, or any other reason prohibited by civil rights law in the sale of apartments offered by this Plan, or in the leasing of any apartment in the Building. Unit owners have an unrestricted right to lease, sell or mortgage units. Use of units is limited to residential use, and appurtenant home office use.

This is a newly constructed building. Work on the building is scheduled for completion in December of 2007. The foundation work has been completed, and construction of the exterior walls has been commenced at this time.

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

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

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

Limited Common Elements are those areas appurtenant to a particular Unit or Units, the use of which is restricted to the owner(s) of such Unit or Units, but which are not owned by that unit owner. Thus, in this condominium, Units 1B and 2B of the subject premises will include as limited common elements, step-outs. All Third and Fourth Floor Units of the subject premises will include as limited common elements balconies. All Fourth Floor Units of the subject premises will include as limited common elements terraces. All First Floor and Fourth Floor Units of the subject premises will include as limited common elements a below grade recreation space. In addition Unit 1B will include as a limited common element, the rear yard of the subject premises. Please see the ARCHITECT'S REPORT and FLOOR PLANS section of the Offering Plan for a more complete explanation.

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

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The structure which is the subject of this Offering Plan consists of a single building composed of a cellar, four stories, and an attic, and containing, in aggregate, eight (8) residential units. This project is located in the Williamsburg section of Brooklyn. There will be no on-site parking or recreational facilities. Sponsor will not supply a washer and dryer however individual apartments have laundry hook-ups and electrical dryer hookups. All cabinetry and fixtures in kitchens and baths will be new. See ARCHITECT'S REPORT included in Part II of this Offering Plan.

Certain of the units will have the right to exclusive use of portions of the common elements of the property. These areas are called limited common elements. Units 1B and 2B of the subject premises will include as limited common elements, step-outs. All Third and Fourth Floor Units of the subject premises will include as limited common elements balconies. All Fourth Floor Units of the subject premises will include as limited common elements terraces. All First Floor and Fourth Floor Units of the subject premises will include as limited common elements a below grade recreation space. In addition Unit 1B will include as a limited common element, the rear yard of the subject premises.

This is an existing building undergoing updating and renovation. It is anticipated that construction will be completed in December of 2007.

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

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

LOCATION AND AREA INFORMATION

The premises are located in the Williamsburg section of Brooklyn. This is a highly developed area essentially residential in character, but served by a rich and diverse assortment of shopping, recreational, medical, religious, and educational facilities, as well as a network both of streets and roads, and urban transportation. Police, Fire, Water, Sanitation, snow removal, and road maintenance are provided by the City of New York. The 90th and 94th Police Precincts serve the community. The nearest police station is 1.17 miles away. The nearest fire station is .5 miles away, which is located on 1201 Grand Street. The local medical center is Woodhull, which is approximately 1.5 miles away. The L subway line serves the area, and has stops at Graham Avenue and at Grand Street. The B18, B24, and B43 buses serve the area.

Zoning of the site is R6, which permits residential use as-of-right. The immediate vicinity of the condominium is primarily residential, with residential buildings located to the North, East, South, and West of the condominium. There are no uses presently in existence or proposed in adjacent or nearby buildings or land which a reasonable purchaser would find obnoxious. There is no landmark designation of the site. Neither the Sponsor, nor any principals of the Sponsor, own in whole or in part, or have an option or right to acquire in whole or in part, any adjacent areas which are not fully developed.

SCHEDULE A
PURCHASE PRICE AND ALLOCATION OF COMMON INTEREST
First Year of Operation
January 1, 2008 - December 31, 2008

Unit	Sq. Ftg. (1)	Bdrms/ Bths (2)	% of Common Interest (3)	Purchase Price (4)	Monthly Common Charges (5)	With Tax Ben. Monthly Real Es. Taxes (6)	With Tax Ben. Carrying Charges (7)	Without Tax Ben. Monthly Real Es. Taxes (8)	Without Tax Ben. Monthly Carrying Charges (9)
291 DEVOE STREET									
1A	685	0/1.5	12.3%	$ 536,500	$145.50	$10.31	$155.82	$1,173.00	$1,318.50
1B	685	1/1.5	15.7%	$ 685,500	$185.91	$13.18	$199.09	$1,498.77	$1,684.69
2A	700	1/1	10.2%	$ 445,250	$120.76	$8.56	$129.32	$973.49	$1,094.25
2B	700	1/1	10.2%	$ 445,250	$120.76	$8.56	$129.32	$973.49	$1,094.25
3A	700	1/1	10.2%	$ 445,250	$120.76	$8.56	$129.32	$973.49	$1,094.25
3B	700	1/1	10.2%	$ 445,250	$120.76	$8.56	$129.32	$973.49	$1,094.25
4A	700	1/1	15.6%	$ 683,150	$185.28	$13.13	$198.41	$1,493.63	$1,678.91
4B	700	1/1	15.6%	$ 683,150	$185.28	$13.13	$198.41	$1,493.63	$1,678.91
TOTALS	5,570		100.0%	$ 4,369,300	$1,185.00	$84.00	$613.55	$9,553.00	$5,191.68

Notes:

1) Unit 1B will have exclusive right to use and possession of the rear yard. Units 1B and 2B will include as limited common elements, step-outs and all Third and Fourth Floor Units will include as limited common elements, balconies. All First and Fourth Floor Units will include as a limited common elements, below-grade recreation space.
2) Annual Real Estate Taxes for all units, with and without tax benefits, are listed on the attached EXHIBIT I. The estimate, in the event tax benefits are not obtained, is based on the first full year of post-completion assessed value.
3) In addition to the purchase price, there are additional closing costs assessed against each unit, such as a document preparation fee ($950.00), reimbursement fee ($1,500.00), a working capital fund contribution equal to two-months common charges, a title clearance fee ($350.00), and payment of transfer taxes. Additionally, Purchaser will pay their own title insurance costs, recording charges and mortgage recording taxes. Please see Closing Costs and Adjustments in this Offering Plan for a more complete explanation.

FOOTNOTES TO SCHEDULE A

1. The square footage indicated in SCHEDULE A is a "gross" square footage figure, and is calculated by the standard mathematical formula of multiplying the length of an area by the width of an area; and adding together for each apartment all of the areas contained therein. The unit boundaries used for calculating the foregoing square footage are "exterior" boundaries, and include as part of the unit the entirety of any exterior walls and any walls partitioning the unit from common elements; as well as one-half the area of any walls partitioning the unit from other units. As a result, the usable floor area of the apartment will be significantly smaller than the measurements set forth in SCHEDULE A. The estimated square footage of each unit is based on the FLOOR PLANS and ARCHITECT'S REPORT set forth in Part II of this Offering Plan, and may vary, within reasonable tolerances, from the "as-built" square footage as subsequently described in the condominium Declaration.

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

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

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

5. Projected Common Charges for the first year of operation include only those expenses which are enumerated in SCHEDULE B. Maintenance charges do not include such expenses as repairs to the interior of the owner's unit, and the owner's individual gas, electricity, and telephone expenses; individual costs for heat and hot water for each apartment is set forth in SCHEDULE B1 of this Offering Plan. Moreover, if the purchaser should obtain financing for the purchase, the debt service on that loan will be an additional expense not covered by the Common Charges. Common Charges are arrived at by allocating to each unit a share of the Monthly Charges proportionate to the Common Interest which that unit bears in the condominium.

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

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

Calculations of Real Estate Taxes are arrived at by applying the current tax rate to the assessed value, and then allocating the resulting taxes in direct proportion to the allocation of common interest. In the event Tax Abatement and Exemption benefits are obtained, the assessed value will be based on the pre-construction assessed value of $7,899.00. In the event tax exemption benefits are not obtained, the assessed value used for calculations is the $900,000.00 post-completion assessed value estimated by the Sponsor's real estate tax exemption and abatement expert, and set forth in his letter included in this Plan. In either case, the tax rate used for the calculation is 12.737%, which is the current tax rate. Unit owners shall be entitled to deduct real property taxes paid on the unit for income tax purposes. See TAX OPINION hereinafter set forth for a more complete discussion.

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

8. While Sponsor is applying for real estate tax benefits, and the expert opinion included in this Offering Plan projects that such benefits are available and will be granted no guarantee can be, or is made, that said benefits will be obtained, or will continue to be available. Therefore, Sponsor has projected in Schedule A the real estate taxes in the event no such benefits are obtained.

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

SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
January 1, 2008 - December 31, 2008

INCOME	
Common Charges	$14,223
EXPENSES	
Heat and Hot Water (1)	$ 0
Electricity (2)	$ 2,594
Water and Sewer (3)	$ 1,654
Repairs and Maintenance (4)	$ 1,000
Services and Supplies (5)	$ 500
Insurance (6)	$ 6,075
Legal and Accounting Fees (7)	$ 1,900
Labor (8)	$ -0-
Management (9)	$ -0-
Miscellaneous (10)	$ 500
Total	$14,223

Note: All figures are rounded to the nearest dollar.

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

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

FOOTNOTES TO SCHEDULE B

1. Heat and hot water for each unit are provided by separate facilities serving each unit. Each purchaser will pay separately for the heat and hot water supplied to their unit. See SCHEDULE B1 hereinafter set forth for an estimate of individual heat and hot water charges.

2. The Sponsor has obtained an estimate from Abraham Hertzberg PE, 295 Northern Boulevard, Great Neck, New York 11021, of approximately $2,594.00 per year of electrical usage for the common areas based on 9,789 kilowatt hours at .265 cents per kilowatt hour. The projected cost in SCHEDULE B includes a 10% allowance for inflation, and the cost of all applicable state and local taxes. Purchasers shall be responsible for individual utility costs for their own apartments.

3. Water is supplied to the building by the City of New York through a single water meter serving the entire building. Projected water and sewer costs are based upon a current New York City estimate of 400 gallons, or 53 cubic feet per day per residential unit, current charges of $1.81 per 100 cubic feet of water consumed, and sewer charges of $2.87 per 100 cubic feet of water consumed. Projected figure also includes a 10% allowance for inflation.

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

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

6. Insurance: Sponsor has received a letter estimating the cost of coverage for the building via a package policy through JNR Associates, 426 North Lake Drive, Suite 3B3, Lakewood, NJ 08701 in the following coverage amounts:

Building.....	$1,350,000 "All Risk" agreed amount Replacement Value
Liability.....	$1,000,000 Per Occurrence $2,000,000 Aggregate
Lost Common Charges.....	$100,000
Deductible.....	$1000

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

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

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

7. Legal and Accounting Fees: This figure is based on the estimate received from Mozes Guttman, 741 Wythe Avenue, Brooklyn,

New York 12211, a certified public accountant, by the Sponsor for preparation of a certified financial statement for the first year of operation and City, State and Federal tax returns, which estimate was $1,400.00. The balance of the budgeted figure, $500.00, anticipates minor legal services during the first year of operation, but would be insufficient to cover any substantial litigation.

8. It is expected that no superintendent will be employed. Should the Board of Managers elect at any time to employ the services of a superintendent, this will represent an additional cost, which would require a concomitant increase in the common charges. Activities which the unit owners will need to perform in the event no superintendent is employed include rubbish removal, cleaning, painting, bulb replacement, snow removal, landscaping and minor repairs.

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

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

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

SCHEDULE B1

January 1, 2008 - December 31, 2008

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

The estimate assumes the following:

(a) Current KeySpan Energy Delivery Company gas rate of $1.53 cents per therm;
(b) Estimate of 16 hours per day at 70 degrees;
(c) Estimate of 8 hours per night at 60 degrees;
(d) Con Edison rate of 26 cents per kilowatt hour.

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

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

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

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

SCHEDULE B1 - EXHIBIT A

January 1, 2008 - December 31, 2008

Units	Heating Estimate	Hot Water Estimate	Electrical Estimate	Taxes	Inflation	Total
1A	$ 898.00	$550.00	$ 969.00	$ 97.00	$241.70	$2,755.70
2B	$1,061.00	$550.00	$1,145.00	$110.00	$275.60	$3,141.60
2A	$ 529.00	$550.00	$ 571.00	$ 66.00	$165.00	$1,881.00
2B	$ 529.00	$550.00	$ 571.00	$ 66.00	$165.00	$1,881.00
3A	$ 529.00	$550.00	$ 571.00	$ 66.00	$165.00	$1,881.00
3B	$ 529.00	$550.00	$ 571.00	$ 66.00	$165.00	$1,881.00
4A	$ 820.00	$550.00	$ 885.00	$ 90.00	$225.50	$2,570.50
4B	$ 820.00	$550.00	$ 885.00	$ 90.00	$225.50	$2,570.50

CHANGES IN PRICES AND UNITS

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

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

King David international Realty
Licensed Real Estate Broker
616 Williamsburg Station
Brooklyn, N.Y. 11211
Tel. (718) 222-1500 Fax. (718) 624-1497

4-15-08

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

RE: 291 Devoe Street, Brooklyn, New York

Dear Sirs:

You have requested an opinion from us with regards to your allocation of common interest to units in your proposed condominium at 291 Devoe Street, Brooklyn, New York, with Section 339-i (1) (iv) of the New York Real Property Law. You have informed us that the method of allocation chosen is to evaluate the approximate fair market value of the individual unit in proportion to the anticipated aggregate fair value of all units on the day the condominium Declaration will be filed. You have further informed us that, the factual basis of calculating the percentage of common interest consists of the size, layout, and location within the premises of each individual unit; and, the anticipated selling price of each unit. Based on our review of the foregoing factors, we have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339-i (1) (iv) of the New York State Real Property Law.

I have been a licensed real estate broker for in excess of Five years and have managed approximately Ten buildings in this area with extensive experience in the sale, management, and rental of cooperative and condominium units in Kings County. We have previously participated in the preparation of individual unit value appraisals for the purpose of inclusion in offering plans for the sales thereof. We are not, in any way, associated with you or any other participant in the project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each unit in relation to the value of the project as a whole; is strictly based on the information provided to us in such reasonable inquiries as to the validity thereof as we deemed appropriate under the circumstances; and, is not intended as a guarantee of the actual value of any individual unit. We consent to the inclusion of this letter in your offering plan.

Sincerely

GIORGIO MAYER
Licensed Real Estate Broker

INTERIM LEASE

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

PROCEDURE TO PURCHASE

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

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

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

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

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

All deposits, downpayments, or advances, made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the agreement is signed by all necessary parties, In a segregated special escrow account of Martin Kofman whose address is Flatbush Financial Center, 2001 Flatbush Avenue, Brooklyn, New York 11234, and whose telephone number is (718) 758-2200. The signatory on this account authorized to withdraw funds is: LOWENTHAL & KOFMAN, P.C., Flatbush Financial Center, 2001 Flatbush Avenue, Brooklyn, New York 11234. The name of the account is LOWENTHAL & KOFMAN, P.C. COOP CONDO ESCROW ACCOUNT located in HSBC Bank, 2030 Flatbush Avenue, Brooklyn, New York Branch. The account number is [redacted]. This bank is covered by federal bank deposit insurance to a maximum of $100,000.00. To the extent deposits in the account exceed $100,000.00 they will not be federally insured. If the escrow agents are replaced or funds are transferred to a new escrow account, the Plan will be amended to provide the same full disclosure with respect to the new account, escrow agent and escrow agreement as was originally provided. No transfer of funds or change of escrow agent will be made until such amendment is accepted for filing by the Department of Law.

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

All instruments shall be made payable to or endorsed to the order of MARTIN KOFMAN, ESQ., as escrow agent.

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

Since all contracts are contingent upon the Plan becoming effective, under no circumstances shall Sponsor apply for release

of the escrowed funds of a defaulting purchaser until after consummation of the Plan.

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

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

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

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

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

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

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

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

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

Purchasers and escrow agent <u>may</u> apply to the Attorney General in the event of a dispute for a determination on the disposition of the downpayment and any interest thereon. The Sponsor <u>must</u> avail itself of this procedure if there is a dispute which needs to be

resolved. A form for this purpose is included in Part II of this Offering Plan, and is also available at the New York State Department of Law, 120 Broadway, New York, NY. A party applying to the Department of Law for determination on the disposition of a downpayment must also contemporaneously send a copy of the application to all other parties.

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

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

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

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

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

Department of Law for proof of satisfactory insurance of said funds.

Risk of loss from fire or other casualty remains with the Sponsor until title has passed unless and until the purchaser is given the right of possession of that unit pursuant to a written agreement with the Sponsor.

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

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

to closing, notwithstanding the fact that purchaser has failed to obtain mortgage financing; and, if such purchaser fails to proceed to closing, the down payment may be retained by the Sponsor.

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

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

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

EFFECTIVE DATE

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

This plan shall only be declared effective by personal service of a notice to each purchaser, or by commencement of service by regular or certified or registered mail, with or without return receipt requested, addressed to the offeree at the last known residence of such offeree or to any alternative address for which the offeree has provided written information for notices; or, if Sponsor has no information as to the last known address, but has written information as to the place of business or employment of such offeree, by mailing to such offeree at such last place of business or employment. The notice shall state that the plan was declared effective on a particular date; shall state the percentage of units sold, used to declare the plan effective; and shall include a list of the units be counted to meet the minimum percentage under the terms of this Offering Plan to declare the plan effective. A closing may occur without the Sponsor submitting an amendment to the Department of Law to declare the plan effective.

The Plan may be declared effective upon the execution of Purchase Agreements for 15% (in number, not common interest) of the units in the building to bona fide purchasers, including investors. A minimum of two (2) residential units must be sold to declare the Plan effective. The count of Purchase Agreements towards the minimum number for effectiveness shall not include those: signed by Purchasers granted a right of rescission which has neither expired nor been waived; a Purchaser who has not been afforded the protections required by 13NYCRR20.3(o)(15), to wit, the Purchaser must either have three (3) business days to review the Offering Plan and all the filed amendments prior to executing a purchase agreement, or seven (7) days after delivering an executed purchase agreement, together with the required deposit, to rescind the purchase agreement and have the full deposit refunded promptly; with any Purchaser who is the Sponsor, the selling agent, or the managing agent, or is a principal for the Sponsor, the selling agent, or the managing agent, or is related to the Sponsor, the selling agent, or the managing agent, or to any principal of the Sponsor, or the selling agent, or the managing agent by blood, marriage, or adoption, or as a business associate, employee, shareholder, or a limited partner; except that such a Purchaser, other than the Sponsor or a principal of the Sponsor, may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Plan must be declared effective upon the execution of Purchase Agreements for 80% (in number, not common interest) of the units, which, in the case of this Plan means seven (7) units. Prior to the sale of 80% of such Units, or prior to being declared effective, the Plan may be abandoned by the Sponsor at his option. In such case, the Sponsor will return all monies paid by Purchasers, together with interest earned, if any, within ten business days. The Sponsor will also file with the New York State Department of Law an amendment abandoning the Plan and form RS-3, detailing why the Plan was abandoned, and explaining all disbursements of funds.

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

TERMS OF SALE

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

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

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

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

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

If any mortgages or construction loans are placed against the property, subsequent to the submission hereof, and will be not satisfied at or prior to closing of the first unit, each mortgagee will, at the time of the conveyance of the first unit, either consent to the formation of a Condominium, and acknowledge that its lien will be limited to Unsold Condominium Units; or subordinate the lien of its mortgage to the Declaration of the Condominium; or,

release its lien upon the Condominium Unit being conveyed, and its interest in the Common Elements.

CLOSING COSTS AND ADJUSTMENTS

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

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

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

(c) If the purchaser obtains a mortgage loan, the purchaser will pay a mortgage tax of 2.05% of the principal amount of the mortgage if the mortgage is under $500,000.00; under New York State Law the lending institution is required to pay 0.25%; so that the effective rate of a residential mortgage under $500,000.00 will be 1.8%. If the residential mortgage is $500,000.00 or over the rate will be 2.175%, minus the 0.25% lending institution's contribution; for a mortgage tax rate of 1.925%. If a mortgage tax credit is or becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure to the benefit of the Sponsor. Accordingly, at closing, the Purchaser will reimburse the Sponsor for any mortgage tax credit allowed; and will pay the balance of the mortgage recording tax as provided by law.

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

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

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

(g) Each purchaser will be required to make a contribution to the Working Capital Fund in an amount equal to two-months common charges.

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

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

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

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

Purchasers shall pay to the Sponsor's Attorney at closing a fee of $950.00 for the preparation of closing documents. If a purchaser fails to close on the date set for first closing, or adjourns a

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

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

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

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

SAMPLE CLOSING COSTS

Unit 2

$536,500.00 Purchase Price
$429,200.00 Mortgage

A. Mortgage and Fee Title Insurance	$ 8,798.00
B. Deed and Power of Attorney Recording	$ 223.00
C. Mortgage Recording Tax	$ 8,805.00
D. New York City Transfer Tax	$ 5,440.00
E. New York State Documentary Stamp Tax	$ 2,176.00
F. Working Capital Fund Contribution	$ 291.00
G. Document Preparation Fee	$ 950.00
H. Reimbursement Fee	$ 1,500.00
I. Title Clearance Fee	$ 350.00
Total:	$28,533.00

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

RIGHTS AND OBLIGATIONS OF THE SPONSOR

The Sponsor is using its own capital to complete the construction of the building as set forth herein.

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

The Sponsor gives no warranty as to materials or workmanship that shall survive sale of a unit, nor with regards to any common element or limited common element, except as expressly set forth herein. The New York State Housing Merchant Implied Warranty Law does not apply to this project. Notwithstanding the foregoing, Sponsor remains under a duty to construct the premises in accord with all applicable filed plans, all laws, rules and regulations of any governmental agency having jurisdiction thereover, and standard building construction practices in the location in which the premises are located. Each prospective purchaser may have the building and apartments therein inspected by an architect or engineer of their own choosing, and at their own expense, to determine the quality of materials and workmanship.

The Sponsor will pay for the authorized and proper work involved in the conversion of the property that the Sponsor is obligated to

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

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

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

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

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

Sponsor will secure, and provide at closing, an agreed amount replacement value multi-peril hazard policy which will prevent the Condominium from being a co-insurer. The cost of such policy will be paid by the Condominium, and is provided for in SCHEDULE B. Sponsor also agrees to deliver a set of "as built" plans to the

Board of Managers upon election of the first Board of Managers after closing of the first unit. Sponsor will assign any manufacturer's warranties with respective equipment and appliances installed in any individual unit to the unit owner, and with respect to equipment and appliances installed in the common elements, same will be assigned to the Board of Managers.

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

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

CONTROL BY THE SPONSOR

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

The By-Laws are reproduced in Part II, beginning on page BL-1. A summary of certain pertinent provisions of these By-Laws is set forth below. The By-Laws limit the number of Board of Managers (hereinafter called "Managers") to not less than three (3). The first Board of Managers elected after the closing of the first unit shall consist of one manager appointed by the owner or owners of each unit; and if the board so desires, a fifth manager whose sole role shall be to vote in the event of a tie.

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

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

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

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

notice of violations of law, or order of an insurance carrier.

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

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

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

BOARD OF MANAGERS

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

The By-Laws limit the number of Managers to not less than three (3) members. The first Board of Managers shall consist of three (3) members designated by the Sponsor. However, these Officers and Managers will resign in favor of Officers and Managers which will be elected by the Unit Owners at a meeting to be convened within 60 days after the First Closing; they may however, be re-elected at such time. The first Board of Managers elected after the closing of the first unit shall consist of one manager appointed by the owner or owners of each unit; and if the board so desires, a fifth manager whose sole role shall be to vote in the event of a tie. The By-Laws do not include a provision that a majority of the Board of Managers must be owner occupants or members of an owner occupant's household who are unrelated to the Sponsor and its Principal after the end of the initial Sponsor control period.

Notwithstanding share allocation, each unit shall be entitled to elect one member to the Board of Managers. At such time as the Unsold Units constitute less than fifty percent of the Condominium, but in no event later than the second anniversary of the Closing Date, not less than a majority of Managers shall be unit owners other than, and unrelated to, the Sponsor. Members of the Board of Managers shall serve without compensation, except for reimbursement for expenses actually incurred in the course of any furtherance of business for the Board of Managers.

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

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

A Manager may only be removed from office by the Unit Owner which appointed such Manager.

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

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

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

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

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

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

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

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

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

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

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

The Condominium shall continue, unless terminated by reason of casualty, loss, or by condemnation, until such time as the Condominium shall be legally abandoned and terminated as a result of the vote of Unit Owners owning at least eighty (80%) percent of

the total votes of the Condominium, at which time the Property shall be subject to an action for partition by any Unit Owner, or any lienor, as if owned in common, and the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, after first applying the share of the net proceeds of such sale otherwise payable to each Unit Owner to the payment of any liens on his/her Unit in the order of the priority of such liens.

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS

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

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

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

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

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

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

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

Each Unit Owner will have an undivided interest in the Common Elements in the respective percentages set forth in SCHEDULE A in Part I. Subject to the provisions of the By-Laws and Rules and Regulations the Common Elements are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the Common Elements, and the Common Elements are for the common use of all Unit Owners.

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

The Board of Managers shall from time to time, but at least annually, prepare a budget for the Condominium determining the amount of the Common Charges payable by the Unit Owners. Common charges will be established by determining the operating budget for the coming year of condominium operation and allocating to each unit owner a percentage of that budget in accordance with their percentage of ownership for common interest in the condominium. The Common expenses include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Managers. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property including, without limitation, an amount of working capital and a general operating reserve. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them, and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and to their mortgagees of record, if requested.

Under the provisions of Section 339-z of the Condominium Act, the Board of Managers on behalf of the Unit Owners shall have a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board of Managers, together with interest thereon. Such lien shall be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on the first mortgage or record of such

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

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

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

All maintenance, repair or replacement to any Unit or portion thereof, ordinary or extraordinary, shall be at the Unit Owner's expense, except for structural elements as specifically required herein. All maintenance, repairs, and replacements to the Common

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

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

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

service lines effecting other units in the building during the course of such repairs or improvements without receiving Board permission.

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

The proceeds of the hazard and fire insurance policy shall be payable to the condominium Board of Managers in the event of a loss amounting to $100,000.00 or less, and to the insurance trustee, if the loss exceeds $100,000.00. Such proceeds shall be applied to the repairing, restoring, or rebuilding of the subject premises unless otherwise determined by unit owners. In no event shall the proceeds of any insurance policy be paid to the holder of any mortgage on a unit unless there has been a determination by unit owners not to rebuild the building. The insurance trustee, if any, shall be a bank or trust company having an office in the City and State of New York.

A Unit Owner by acceptance of a Deed for a Unit shall have granted a right of access to the Unit and to all appurtenant areas, if any, to the Managing Agent and/or any other person authorized by the Board of Managers of the Managing Agent, for the purposed of performing installations, alterations or repairs to the mechanical

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

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

As part of purchase of the Unit, Purchaser will be required to execute a broad Power of Attorney in favor of the Board of Managers of the Condominium. This Power of Attorney will give the board of Managers the right to acquire and otherwise administer defaulted, abandoned or foreclosed units in the name of the condominium. It will also give the board of Managers the right to execute amendments to the Condominium Declaration, Deeds conveying condominium property, filing for severance of tax lots and other functions reasonable or necessary to effectuate the purposes set

forth in the Condominium Declaration, on behalf of all of the unit Owners. Purchaser must sign the Power of Attorney at closing; failure to sign the Power of Attorney will be deemed a default and will result in cancellation of the transaction and possible loss of the downpayment. Please see the POWER OF ATTORNEY set forth in Part II of this Offering Plan.

REAL ESTATE TAX BENEFITS

After the units are separately assessed, each Unit Owner will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor subject to, any lien for non-payment of taxes on any other unit. Units will not be separately assessed for the first year of condominium operation. On closing, Sponsor shall deposit with the Board of Managers a sum sufficient to pay all taxes due for the balance of 2008/2009 tax year. The Board of Managers shall be authorized to pay such taxes as and when due from such escrow fund. As each subsequent individual condominium Unit is sold, the purchasers thereof, as a standard closing adjustment, shall reimburse the Sponsor for the portion of their tax liability paid by the Sponsor from the date of closing through the end of the 2008/2009 tax year. It is anticipated that Units will be separately assessed for the 2009/2010 tax year, and that individual Unit Owners (whether purchasers, holders of unsold shares, or the Sponsor) will pay the taxes thereof as set forth in the attached SCHEDULE A.

The Property is taxed by the City of New York which, through the Department of Finance, has assessed the property at a pre-construction value of $31,409.00, and imposes a tax rate of 12.737%. The real estate taxes payable in SCHEDULE A are determined by applying the applicable tax rate to the non-exempt portion of the assessment as set forth in the attached letter from Moseson & Associates, and then allocating the amount due in conformity with the allocation of Common Interests. The City of New York is not bound by the allocation of Common Interests, and may allocate on a different basis. All figures are estimates.

There are no tax certiorari proceedings currently pending. Individual owners may challenge the assessment of their property by filing a tax protest in accord with the rules of the New York City Tax Commission. The Board of Managers may also file a protest on behalf of all Unit Owners. While there is no specific section of the By-Laws dealing with review of real estate tax assessment, the general grant of power in the Board of Managers to operate the property in the best interest of unit owners is sufficient to delegate to the Board of Managers a right to file tax protests on behalf of all unit owners. The Building benefits from the limitations imposed by Sections 581 and 1805 of the Real Property Tax Law.

The Sponsor has applied for Real Estate Tax Exemption Benefits pursuant to Section 421-a of the Real Property Tax Law of the State of New York. The benefits provided pursuant to this section are stated in more particularity in the letter, included in this

Offering Plan from Moseson & Associates, who have filed an application on behalf of the Sponsor. Briefly stated, however, the program provides an exemption from any increase in assessed value of the property for real estate tax purposes, to the extent that such increase results from the reasonable cost of alteration or improvement to the building, for a period of twenty-one (21) years after granting of the exemption. Thereafter, the exemption declines by 20% per year until, after the twenty-fifth (25th) year, real estate taxes will be based on the full assessed value of the property. Sponsor has obtained an estimate from Moseson & Associates of a post-completion assessed value of $900,000.00, commencing in the July 2008 tax year. SCHEDULE A includes the estimated tax payments in the event 421-a Tax Benefits are not obtained. The following table indicates the application and expiration of benefits:

YEAR	ASSESSED VALUE	TAXES
1-21	$ 7,899.00	$ 1,006.00
22	$186,319.00	$ 23,731.00
23	$364,739.00	$ 46,457.00
24	$543,160.00	$ 69,182.00
25	$721,680.00	$ 91,920.00
26	$900,000.00	$114,633.00

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

Sponsor will use best efforts to obtain the aforementioned real estate tax exemption benefits, and will make all filings necessary to obtain such benefits, including a timely filing of all applications, and timely compliance with all procedures required to properly process and maintain the benefits. Upon closing, the Sponsor will make all documents available to the Board of Managers for inspection and copying for the life of the benefits.

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

MOSESON & ASSOCIATES
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Far Rockaway, NY 11691
Telephone (718) 327-5779
Fax (718) 327-5737

March 28, 2007

Devoe Properties, LLC
c/o Irving Rubin
199 Lee Ave #119
Brooklyn, New York 11211

RE: 8 units at 291 Devoe St, Brooklyn
Block: 2917 Lot:22

Dear Sir:

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

You and your architect have represented to us that:

1. You will commence construction on the site of the building based on approved new building permits issued by the Department of Buildings of the City of New York before December 31, 2007.

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

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

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

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

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

7. Upon completion, the project will consist of a condominium consisting of 8 residential units.

CONCLUSION

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

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

The total residential assessed value of the property (i.e., the aggregate assessment of all units) following completion of construction is estimated to be approximately 900,000. Using the foregoing estimate of assessed value upon completion, assuming completion to be on or before December 31, 2010 and assuming the tax rate remains the same as the current rate (i.e., $12.737 per $100 of assessed value) during the 25 year abatement period and upon completion of construction, and using a pre-construction assessed value of the property of 7,899 multiplied by 12.737% would amount to $1,006.00 of taxes with the 421-a benefits. If for any reason the 421a benefits are not granted than upon completion of

construction the taxes are estimated at $114,633.00 Upon completion of the 25 year tax abatement the real estate taxes will be approximately $114,633.00. You are advised that this projection is an estimate as it is unlikely that the post-construction assessed value or tax rate will remain constant for the 25- year Section 421-a exemption period. Thus, the actual assessment and real estate tax for each Unit may be more or less than the Unit's proportionate share of the total assessment and tax amount shown. If any of the foregoing requirements or conditions, however, should not be met to the satisfaction of HPD, or if any of the foregoing representations should prove to be inaccurate, then, unless the Regulations are modified to remove or change any requirement or condition that is not met, the building would not qualify for the partial real estate tax exemption provided under Section 421-a.

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

Although the estimate of the 2006/2007 Actual Assessed Valuation is a good faith estimate, it is not possible to estimate it with any degree of certainty, and thus such assessed valuation when actually made, may be lesser or greater than as estimated. In no event will my firm, the Sponsor, the Sponsors' counsel, the Condominium Board or any other person be liable if the assessed valuation when actually made, is lesser or greater than predicted if the Administrative Code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented to my firm prove to be untrue.

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

Jacob Moseson

DEDUCTIONS TO UNIT OWNERS, AND TAX STATUS OF CONDOMINIUM

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

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

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

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COUNSEL'S TAX OPINION LETTER

April 15, 2008

Devoe Properties, LLC
199 Lee Avenue, Suite 119
Brooklyn, New York 11211

Re: Offering Plan for the Conversion to Condominium Ownership of Premises:
291 Devoe Street
Brooklyn, New York 11211

Gentlemen:

You have requested my opinion concerning (i) the availability of certain deductions for Federal, New York State, and New York City Income Tax purposes to persons who purchase units for residential use ("Unit Owners") under the Offering Plan for THE 291 DEVOE STREET CONDOMINIUM (the "Plan"), and (ii) the Federal Income Tax Treatment of the Common Charges received by the condominium association of the condominium (the "Condominium").

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

FACTS

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

The Sponsor will apply to the Department of Law of the State of New York to establish the premises located at 291 Devoe Street, Brooklyn, New York, as a condominium pursuant to the provisions of New York's Condominium Act. (See Article 9-B of the Real Property Law of the State of New York.) This condominium shall consist of 4 Units allocated for residential use. Each holder of a Unit will own his own Unit plus an interest in the elements common to all Units (the "Common Elements"). Each unit owner will be entitled to the exclusive ownership and possession of his unit and will receive a separate deed to the Unit.

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

DISCUSSION

I. Deductibility of Mortgage Interest and Real Estate Taxes

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

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

Section 164 of the Code allows a taxpayer to deduct real estate taxes paid or accrued during the taxable year.

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

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

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

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

In Revenue Ruling 64-31, 1964-1 C.B. 300, the Internal Revenue Service (the "Service") considered the deductibility of mortgage interest and real estate taxes incurred by the owner of a condominium unit. The Service ruled the Sections 163 and 164 of the Code, respectively, permitted these deductions by the

Condominium Unit Owner provided that he or she itemized his or her deductions in filing his or her Federal income tax returns.

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

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

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

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

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

The Treasury Regulations in Section 301.7701-2(a)(i) set forth six factors to be considered in determining whether an association will be treated as an un-incorporated association for Federal Income Tax purposes. Of these factors, the Condominium possesses five (an objective to carry on business, divide the gains, centralization of management, continuity of life, free transferability of interest). Since an un-incorporated organization will be treated as a corporation if it has more corporate characteristics than non-corporate characteristics, (see Treas. Regs. Section 301.7701-2(a)(3), Philip G. Larson, 66 T.C. 159 (1976) acq., Rev. Rul. 79-106, 1979-1 C.B. 448), it is my opinion that, although there exists no direct authority on this point, the condominium

will be treated as an association taxable as a corporation for Federal Income tax purposes. In such event, and in the absence of any specific exception, the Condominium would be subject to Federal Corporate Income Tax.

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

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

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

Under certain circumstances, special assessments for specific capital improvements may be considered non-taxable contributions to the capital of the association, pursuant to Code Section 119. In Revenue Ruling 75-371, 1975-2 C.B. 52, the condominium management collected special assessments which were assessed pro-rata upon each unit owner to replace outdoor furniture. The By-Laws required that any assessment had to be approved at a stockholder meeting by a majority vote of the unit owner-stockholders. The special assessment was approved and the proceeds were deposited in a special account and were not commingled with the general assessment funds. The assessment could only be used for the specific purpose intended. The Service held that the Special Assessment was a non-taxable contribution to the capital of the condominium management corporation. Id.; See also Rev. Rul. 74-563, 1974-2 C.B. 38 (special assessments to pave a parking lot of the homeowners association are contributions to the capital of the associations).

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

It should be noted that if the special assessment are treated as contributions to the capital of the Condominium, the subsequent expenditure of these funds (together with any other funds accumulated by the Condominium) may be viewed by the Service as a distribution to the Unit Owners, taxable under Section 301 of the Code. Each Unit Owner may therefore be subject to tax on his pro-rata share of the amounts expended. Rev. Rul. 75-371 went on to distinguish special assessments from assessments collected for the purpose of normal operating expenses and excess assessments, which could be returned directly to the individual unit owner-stockholders. These general assessments and the excess assessments which are not credited to subsequent taxable years or returned to the unit-owners, were held to constitute gross income to the condominium under Section 61 of the Code. I note, however, that to the extent to which the Condominium will be deemed to have service income by virtue of its performance of its management

functions, it will be entitled to deduct as business expenses its expenditures required to provide such services from its gross income. See Concord Village, Inc., 65 T.C. 142, 157 (1975); Park Place, 57 T.C. 767, 778 (1972). Thus, it will have taxable income only in the amount of the excess of its income from all sources over its allowable deductions.

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

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

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

(1) Sixty percent (60%) or more of the gross income of the organization must by "exempt function income," that is, income derived form the payment of dues or fees from the residential unit

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

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

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

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

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

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

I have received and reviewed the letter heretofore set forth from the Sponsor's expert concerning allocation of the common interest to the units in the premises. The determination of Common Interest allocated to each unit has been made based on the floor space of each unit subject to the location of such space, and on additional factors of relative value to other space in the condominium, the uniqueness of the unit, and on the fair market value each of the units bears to the fair market value of all units, pursuant to Real Property Law (RPL) Section 339(i)(1) subparagraph (iv). The method employed is permissible pursuant to the RPL and is in compliance therewith.

CONCLUSION

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

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

stated above. Further, the Federal and State Tax Laws and Regulations and the rulings and decisions thereunder may change and thereby effect the views stated above in whole or in part.

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

Very truly yours,

Harold L. Gruber

HLG/cns

RESERVE FUND

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

WORKING CAPITAL FUND

At closing of title to each Unit, the Unit Owner for such Unit will contribute to the working capital fund of the Condominium an amount equal to two-months common charges (see CLOSING COSTS AND ADJUSTMENTS). Thus, there will be a $2,370.00 working capital fund created on closing. Sponsor will make the required contribution for all unsold units at the time of the closing of the first unit, and will be reimbursed therefore on each subsequent closing of a unit by the unit purchaser. This Working Capital Fund will be used to make repairs and improvements, and for other appropriate purposes as determined by the Board of Managers, particularly to meet emergencies not budgeted for in SCHEDULE A. While the Sponsor controls the Board of Managers (see CONTROL BY THE SPONSOR), the Working Capital Fund will not be used to reduce estimated Common Charges.

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

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

IDENTITY OF PARTIES

SPONSOR: The Sponsor of this project is Devoe Properties, LLC. The principal of the sponsor is Irving Rubin who has held the position of Secretary at Devoe Properties for the last five years and who is an owner and investor in real estate. Irving Rubin resides at [redacted]. The Sponsor has never previously been the Sponsor or the principal of the Sponsor of any Offering Plan within the state of New York.

There are no felony convictions, bankruptcies, judgments or injunctions against the Sponsor.

COUNSEL: Sponsor has engaged Harold Gruber, Esq., 92 Prospect Place, Brooklyn, New York, 11217, to represent him in preparation and submission of this Offering Plan. Sponsor will be represented by Martin Kofman, Esq., 2001 Flatbush Avenue, Brooklyn, New York 11234, in the closing of all individual condominium units, and will also be the escrowee holding all contract deposits. Mr. Gruber and Mr. Kofman represent the Sponsor, not the Condominium, which is not represented by counsel.

ARCHITECT: The engineer, Abraham Hertzberg, P.E., has offices at 295 Northern Boulevard, Great Neck, New York 11021, has examined the physical condition of the property and has rendered his report thereof as set forth in Part II starting at Page AR1. Mr. Hertzberg is a licensed engineer in excess of 30 years and is familiar with properties in this area. Mr. Hertzberg has no financial interest in the property, Sponsor, condominium, selling agent, or any other party interested in this transaction, except for his fee for services rendered in connection with his report.

SELLING AGENT: The Sponsor is the selling agent for the Plan, and has also been the selling agent for the Offering Plans set forth above.

GENERAL

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

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

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

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

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

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

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

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

DOCUMENTS ON FILE

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

REPORT TO UNIT OWNERS

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

1) On or before March 1st of each year a financial statement. During the period the Sponsor is in control of the Board of Managers, there shall be a certified financial statement prepared by a certified public accountant or public accountant.

2) Prior notice of the annual Unit Owners meeting.

3) A copy of the proposed annual budget of the Condominium, no less than thirty (30) days prior to the date set for adoption thereof by the Board of Managers. During the time the Board is controlled by the Sponsor, this statement shall be certified by a qualified budget expert.

SPONSOR'S STATEMENT OF BUILDING CONDITION

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

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

The Sponsor will comply with applicable federal, state and local laws concerning lead-based paint, including the federal Lead-Based Paint Hazard Reduction Act of 1992, and New York City Local Law 1 of 2004, by providing purchaser with an opportunity to inspect for the presence of lead-based paint

The Property will be offered in its present condition as described in this plan. Neither the Sponsor nor the Condominium will have any obligation to make repairs or improvements except as set forth in this plan. The Sponsor will cure, or cause to be cured, all violations of record against the Property on the closing date and eliminate all known dangerous or hazardous conditions, and comply with all work orders from mortgagees.

PART II

PURCHASE AGREEMENT

Purchaser(s)_____

Address_____

Home Telephone_____Business Telephone_____

Purchaser's S.S.No_____

Attorney_____

Attorney's Address_____

Attorney's Telephone No_____

Broker_____Telephone No_____

Unit_____ Common Interest_____% Common Charges $_____

Purchase Price $_____

Down Payment (herewith) $_____

Balance Due on Closing $_____

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

1. OFFERING PLAN READ. As Purchaser, I have received and read the Offering Plan of Condominium Organization (the Plan) with respect to premises 291 Devoe Street, Brooklyn, New York.

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

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

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

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

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

5. PAYMENTS HELD IN TRUST AT NAMED BANK. The Seller will hold all monies received by it directly or through its agents, employees or escrow agent, in trust, in compliance with the trust fund provisions of section 352-h and section 352-e(2)b of the General Business Law, until actually employed in connection with the consummation to the Offering Plan. All such monies will be deposited with the LOWENTHAL & KOFMAN, P.C. COOP CONDO ESCROW ACCOUNT located in HSBC Bank, 2030 Flatbush Avenue, Brooklyn, New York Branch. The account number is [redacted]. The funds so deposited will be released by the escrow agent, an attorney at law, only for the purposes of, and in conformity with the consummation of this Plan, or returned to me as herein provided. I shall be entitled to any interest earned on the sums deposited by me. Unless the escrow account is of an IOLA type, I shall be entitled to any interest earned on the sums deposited by me unless otherwise agreed to by the parties hereto. However, it is not anticipated that any interest will be earned.

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

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

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

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

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

11. INTENTIONALLY OMITTED

12. CLOSING DATE AND PLACE. The closing of title shall

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

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

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

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

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

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

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

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

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

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

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

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

form for recording.

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

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

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

23. MORTGAGE FINANCING. This Contract will be conditional on Purchaser obtaining mortgage loan financing in an amount not less than $ from an institutional lender. Purchaser shall apply for said loan within five (5) days after receipt of a fully executed copy of this Contract, and shall have forty (40) days from the signing of said Contract to obtain said mortgage commitment. Purchaser agrees to accept any commitment offered by the aforementioned lending institution provided same is in at least the amount set forth above. In the event Purchaser fails to obtain such commitment within forty (40) days from the date of execution of the Contract, either party may cancel this Purchase Agreement on five (5) days written notice to the other party, whereupon this Purchase Agreement shall become null and void, and the down payment shall be returned to the Purchaser. **IN THE EVENT THAT SPONSOR'S ATTORNEY DOES NOT RECEIVE SUCH NOTICE OF FAILURE TO OBTAIN FINANCING WITHIN FIVE DAYS AFTER EXPIRATION OF THE FORTY-DAY-PERIOD**

SET FORTH ABOVE (OR ANY EXPIRATION THEREOF), PURCHASER SHALL BE REQUIRED TO CLOSE WHETHER OR NOT PURCHASER RECEIVES FINANCING.

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

Purchaser has the right to apply to other lending institutions for financing, that this Contract shall not be contingent upon Purchaser obtaining such financing.

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

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

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

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

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

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

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

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

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

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

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

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

33. CONSTRUCTION.

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

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

34. INSPECTION OF UNIT. At least ten (10) days before the Balance is to be paid, the Selling Agent shall notify the Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Exhibit A to this Agreement) and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed inspection

Statement, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "RIGHTS AND OBLIGATIONS OF THE SPONSOR."

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

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

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

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

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

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

DATE: , 2007 .

Purchaser

Purchaser

APPROVED AND ACCEPTED
DEVOE PROPERTIES, LLC
by:

Sponsor

EXHIBIT A
PRE-CLOSING INSPECTION STATEMENT

We/I, the named purchaser/s in a contract for Unit at 369 6TH Avenue, Brooklyn, New York, certify that we/I have this day inspected said unit, and agree to accept same in its present condition, subject to completion or repair of the items set forth on the list attached hereto.

_____

_____

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

DEVOE PROPERTIES, LLC
By:

_____
IRVING RUBIN

UNIT DEED

THIS INDENTURE made the day of , 200 , between DEVOE PROPERTIES, LLC, 199 Lee Avenue, Suite 119, Brooklyn, NY 11211, (hereinafter "Grantor"), and , (hereinafter "Grantee");

W I T N E S S E T H:

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

The Unit described in the attached Schedule A.

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

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

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

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

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

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

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

TOGETHER with and subject to easements, rights of way, restrictions and encumbrances created by the Declaration for THE 291 DEVOE STREET CONDOMINIUM recorded in the Kings County Office of the Register of the City of New York on the day of , , in Reel , Page

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

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

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

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

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

Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Condominium Act shall control.

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

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

DEVOE PROPERTIES, LLC
BY:

_____

STATE OF NEW YORK)
COUNTY OF) SS.:

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

_____
NOTARY PUBLIC

POWER OF ATTORNEY

THE UNDERSIGNED, the Owner of Unit No. in the Condominium known as THE 291 DEVOE STREET CONDOMINIUM, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration recorded the day of , 200 , in the Kings County Office of the Register at Reel , Page in the floor plan of file as Map No. , do hereby nominate, constitute, and appoint persons who may from time to time constitute the Board of Managers of THE 291 DEVOE STREET CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate, or otherwise, on behalf of all Owners of Units whose Owner in said Property, in accordance with their Common Interests, any Unit whose Owner desired to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners in all other assets of the Condominium as defined in the aforementioned Declaration, or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present. In more particular delineation of, but not in derogation or limitation of, the power set forth above, the Board of Managers, notwithstanding bankruptcy of any Unit Owner, specifically has the power to do any act or thing, and execute any document necessary to effectuate the purposes set forth in the Declaration referenced above including, but not limited to, Amendment of said Declaration, execution of the Deed conveying condominium property, filing for a severance of tax lots, and any other document or thing reasonable or necessary to effectuate the aforementioned purposes..

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

The Power of Attorney shall be irrevocable.

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

_____ _____

STATE OF NEW YORK)
COUNTY OF) SS.:

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

_____
NOTARY PUBLIC

TAX ESCROW AGREEMENT

AGREEMENT made this 23RD day of APRIL, 2007, by and between DEVOE PROPERTIES, LLC, (hereinafter "Sponsor"), and THE BOARD OF MANAGERS OF THE 291 DEVOE STREET CONDOMINIUM (hereinafter "The Board");

W I T N E S S E T H:

WHEREAS, Sponsor for the conversion to condominium ownership of the land and building located at 291 Devoe Street, Brooklyn, New York; and,

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

DEVOE PROPERTIES, LLC
BY:

IRVING RUBIN

THE BOARD OF MANAGERS OF
THE 291 DEVOE STREET CONDOMINIUM
BY:

IRVING RUBIN

ESCROW AGREEMENT FOR CONTRACT DEPOSIT

AGREEMENT made this 23RD day of APRIL, 2007, between DEVOE PROPERTIES, LLC ("Sponsor") as Sponsor of the Offering Plan, and MARTIN KOFMAN ("Escrow Agent") as escrow agent.

WHEREAS, DEVOE PROPERTIES, LLC is the Sponsor of an Offering Plan to convert to condominium ownership the premises located at 291 Devoe Street, Brooklyn, New York, which premises are known as THE 291 DEVOE STREET CONDOMINIUM; and,

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

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

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 Sponsor and Escrow Agent hereby establish an escrow account with Escrow Agent for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with HSBC Bank, 2030 Flatbush Avenue, Brooklyn, New York Branch. The account number is [redacted].

1.2 The name of the account is LOWENTHAL & KOFMAN, P.C. COOP CONDO ESCROW ACCOUNT.

1.3 Escrow Agent is the sole signatory on the account.

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

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

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of MARTIN KOFMAN as Escrow Agent for THE 291 DEVOE STREET CONDOMINIUM Offering Plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by Escrow Agent. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, Escrow Agent shall notify the purchaser of the 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 subscriber or purchaser.

3. RELEASE OF FUNDS.

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

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

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

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

4. RECORDKEEPING.

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

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

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

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

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

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

6. RESPONSIBILITIES OF SPONSOR.

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

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

7. TERMINATION OF AGREEMENT.

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

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

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

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

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

8. SUCCESSORS AND ASSIGNS.

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

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

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

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

ESCROW AGENT

by: _____
MARTIN KOFMAN

SPONSOR
DEVOE PROPERTIES, LLC

by: _____
IRVING RUBIN

FIA7

ETF-1

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

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

Re: _____
Address of Building or Name of Project

File Number: _____

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

1. Name of Applicant _____

2. Address of Applicant _____

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

_____

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

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

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

2/6/92

ADI

7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If downpayments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

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

_____

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

_____

_____

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

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

_____

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

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date: _____
[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closedsor the first unit has closed. Approximate date: _____
[ ] has not closed.
[ ] don't know.

(d) Downpayments are secured by

[ ] escrow account.
[ ] bonds.
[ ] letter of credit.

13. Contract information:

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

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

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

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

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

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

_____

2/6/92

AD4

HERTZBERG AND SANCHEZ
295 NORTHERN BOULEVARD
GREAT NECK, NEW YORK 11021



ENGINEER'S DESCRIPTION OF PROPERTY
Premises known as
291 Devoe Street
Brooklyn, NY 11211

Date: March 9, 2007

The following information was obtained from the building owner and municipal agencies.

LOCATION AND USE OF PROPERTY

The address of the property is 291 Devoe Street, Brooklyn, N.Y. 11211. The parcel is located on Tax Block 2917 and lot number 22. The site is located in an R6 zone, as designated on Map 13B of the 1961 Zoning Resolution (ZR), which map was last amended on September 15, 1983. Proposed construction classification is fireproof construction.

STATUS OF CONSTRUCTION

This is a brand new building and it is being built under plans filed with and approved by the appropriate local agency, the Brooklyn office of the Department of Buildings. The class of construction is class I-D. Since the building is currently under construction, no Certificate of Occupancy can be issued until work is completed to the satisfaction of the Department of Buildings. The structure will comply with Local Law 58, Handicapped Access Law. Local law 10 and 11 do not apply at this time, since this building is less than 60 feet.

SITE

There is 1 building on this site, namely, the subject premises.
There are to be eight (8) residential units in this building.

The streets are owned and maintained by The City of New York. They are paved with asphalt; their overall condition is generally good. Catch basins consist of curb inlets, which conduct water flow by gravity within storm drains located beneath the streets. Street lighting consists of high intensity luminaries with metal extension arms mounted on posts. Lighting for evening traffic appears to be adequate. The concrete sidewalks and curbs fronting the property were replaced after completion of the structure; they are in good condition and will be repaired if necessary.

UTILITIES

Electricity is provided by Consolidated Edison. Gas is provided by the Keyspan F/K/A Brooklyn Union Gas Company. Gas mains are located underground at Devoe Street. There are individual meters for gas and electric consumption serving each apartment. There are to be eight (8) gas meters, and nine (9) electric meters. The storm and sanitary sewers are owned and maintained by The City of New York. The water system is owned and maintained by The City of New York. Sewer taxes and water usage are paid to The City of New York and are assessed by meter. Local telephone service will be provided on an individual basis to each apartment by the Bell Atlantic Telephone Company.

SOIL AND SUB-SOIL CONDITIONS

No unusual water conditions such as flooding, ponding, or wetness were observed on the surface. No unusual conditions were apparent regarding the sub-soil. The soil capacity is adequate, with a minimum capacity of 3,000 PSF.

LANDSCAPING

There will be landscaping, consisting of three (3) street trees, one (1) located in front of the building on Devoe Street, and two (2) located at the side of the rear yard on Catherine Street.

BUILDING

This building will have four (4) stories, a cellar and an attic. The building has a height of approximately 55'-0", measured from the adjoining grade to the top of the roof floor. There will be no crawl space in this structure, since the cellar is the lowest level. The cellar floor will have an approximate height of 9'-0". The 1st floor will have an approximate height of 9'-6". The 2nd and the 3rd floors will have an approximate height of 11'-0". The 4th floor

will have an approximate height of 10'-0". The attic floor will have an approximate height of 7'-0". All the above measurements are gross from the floor to ceiling, net is the above measurements less air conditioning and ductwork and sub flooring and flooring. Present at the cellar floor is the main electrical disconnects switch room, gas and electric meters.

No asbestos containing material (ACM) is present.

STRUCTURAL SYSTEM

The structural system for this building is classified as a bearing wall type. The foundation consists of spread footings of concrete on earth. The foundation walls are of concrete 12" thick. All exterior walls are of brick face backed up with masonry block. All masonry walls are minimum 8" thick. The interior floor structure is made of metal c joists 16 o/c, which are supported on both ends either by resting on a structural steel beam or by bearing on the block masonry enclosure walls. The windowsills are limestone; the lintels are structural steel. The interior floor assembly at the cellar is concrete slab on grade. The interior floor on all floors is typically, light weight concrete on corrugated metal decking, supported by the c joists.

EXTERIOR OF BUILDING

The exterior walls above the foundation up to the roof floor are of brick face backed up with masonry block. The insulation of the exterior walls has an R-value of R-13. The insulating material for walls and roof is fiberglass. The walls extend 3 ½ feet above the roof area and serves as a parapet.

INTERIOR AND EXTERIOR STAIRS

Interior stairs within the public stair halls are to be of steel filled with concrete, with steel handrails. The interior stairs within the units are to be of wood with wood handrails.

ROOF AND ROOF STRUCTURES ROOF DRAINAGE

The roof is located above the attic floor level and flat with a slight pitch from the front ridge parallel to the length of the building, in order to facilitate drainage. The roof covering material is Rubbermaid roofing as approved by NYC or BS&A, with 3" leaders for drainage down to the sewer system. The roof insulation is approximately 6 inches fiberglass and is designed to provide an R-30 value. The Sponsor warrants the roof surface for one year with respect to defects and failure of skillful manner of roofing. The

warrantee period shall begin on the date of conveyance of title to the first unit. All roof and roof covering material shall be new.

The roof of the building will be designated as common area.

Nothing may be built on the roof without a permit from the Building Department and/ or variance is obtained and construction is done, the Board of managers will have access for inspection and repair and the Board of Managers may regulate any one or more of the following aspects of construction: Time periods during which work is permitted;

(1) The manner in which construction debris will be handled;
(2) Measures which must be taken to prevent compromising the security of the building during construction;
(3) The interruption of services during construction;
Liability insurance for contractors during construction.

ROOF AND STORM DRAINAGE

The roof areas are pitched at a minimum slope of approximately ¼ " per ft. and drained to roof drains and vertical metal leaders. The run-off from the roof areas are transported via the roof drains, leaders and horizontal drains, to the storm drain, which leads to the existing combined street sewer.

WINDOWS

There are to be new double glazed Andersen windows at the front and rear of the house, at all floors. The window materials are Permashield vinyl over wood. The window model numbers are, for the 2' casement c15, 2' double hung 2052, 4' casement 90-c25-15, 6' casement cw15-3, 10' casement cw25-cw15-1w25. The windowsills are to be constructed of brick roll-lock or limestone. The lintels are to be of steel angle. The windows carry a separate warranty by Andersen Corporation, the warranty is for 20 years if it is a glass failure, and 10 years for a non glass failure.

There are to be no lot line windows.

The sponsor reserves the rights to provide windows by different manufacturers, which are equal to, or better than those listed above.

BALCONIES, PATIOS, PORCHES AND TERRACES

Each balcony will consist of structural steel supports cantilevering beyond the face of the building and will have a concrete deck, which is reinforced

with wire mesh. They will be provided with a metal railing a minimum of 3'-6" in height. There shall be provided at least one light of at least forty (40) watts incandescent illumination. The balconies will be slightly pitched toward the street and thereby draining the water naturally. For balcony and terrace designation see page 10.

EXTERIOR ENTRANCES

There is one (1) exterior entrance in the front of the building, serving as the main entrance. There is a vestibule with stairs leading to all floors. The main exterior entrance door will be aluminum and glass. Lighting is provided directly over the entranceway.

MAILBOXES

U.S. Approved type mailboxes will be provided for each unit and they will be located in the entrance vestibule at the 1st floor.

CHIMNEYS AND CAPS

There is a chimney in this building. The chimney is 6" to 12" diameters approved type Amerivent flues with approved type anti-downdraft cap enclosed in two hour fire rated incombustible partition enclosure as per NYC Board of Standards of Appeals approvals. The hot water heaters have their direct vent, with Amerivent BSA # 294-56 SM. There is also several ventilation shafts for toilet and kitchen exhaust risers that are similarly constructed.

The sponsor reserves the right to provide equipment by different manufactures, which are equal to or better than those listed above.

SKYLIGHTS

There will be one (1) skylight in the building, and it will be at the roof level above the staircase as required by the New York City building code. The skylights shall be of plain glass with a wire mash screen on both sides of the glass and shall be equipped with a fixed or movable ridge ventilator with minimum open able area of 40 square inches as per New York City Building Code.

FIRE ESCAPES

This building has no fire escapes.

ROOF TOP FACILITIES

There will be no roof top facilities. There will be no roof metal work. This building has a roof bulkhead leading over the staircase. The bulkhead will be 4" brick and 4" block.

INTERIOR DOORS AND FRAMES

All interior doors, that is, doors inside the apartments, are to be wood. Apartment entrance doors are to be aluminum.

YARDS AND COURTS

There will be a rear yard to the building as per site plan. The rear yard will be partially concrete and partially grass. There will be a yard drain to remove the water to the storm drainage. The rear yard will be designated as L.C.E. to unit 1B.

PARKING AREAS

There are no parking facilities.

RECREATION FACILITIES

There will be no common recreation facilities.

ELEVATORS

There will be no elevator serving this structure.

COMMON AREAS

The main common areas for this structure are the entrance vestibule, the interior stair halls and corridors (which leads to the units), and the roof.

AUXILIARY FACILITIES

There are no auxiliary facilities.

REFUSE DISPOSAL

Refuse disposal is the responsibility of each individual unit owner. Refuse is brought by occupants to the front of the building. Refuse is collected two

times per week by The City of New York Sanitation Department.

PLUMBING AND DRAINAGE

Water is supplied to the units through connections from the building to the New York City water distributions system. There is a minimum 1-1/4" copper water main conveying the water into the building. Each apartment is supplied with hot and cold water from 3/4" copper piping. Moreover, this building relies on normal New York City water pressure for raising the water to all floors so that no water tanks are required.

FIRE PROTECTION

This building will be fully sprinkled with a sprinkler system, the sprinkler pipes will be approved type copper pipes soldering with 95-5 soldering. The sprinkler heads are usually of the upright kind equipped with a fusible link set to go off at a temperature of 160 degrees Fahrenheit. Smoke and carbon monoxide detectors will be present at all apartments, and they will be hard wired as per N.Y.C. fire code.

SANITARY SEWER SYSTEM

The sanitary waste conveyed to the New York City sewer system via a 4" no hub cast iron sewer pipes in the building leading to a house trap of 4" extra heavy cast iron in its own concrete pit in the cellar. From this pit there is a 6" extra heavy cast iron pipe conveying the sewage to the combined sewer in the street.

HVAC

Heating and cooling of spaces within each unit will be provided by a system, forced air, space-conditioning system. Heated or cooled air shall be supplied to each unit via a system of metal ducts and registers.

The furnace, which will supply the heat energy, shall be manufactured by York, 3 ½ TON, model no. GY8S080ALZUHI, and has a New York City (MEA 417-04E). The furnace will be located, in the mechanical room, in the unit.

The compressor unit, which will be responsible for the generation of the cool air, shall be manufactured by York, model no. HRAO36R06, and has a New York City (MEA 88-96-E). The compressor will be located, in the mechanical room, in the unit.

All mechanical equipment used shall be capable of providing the minimum requirements for heating and cooling as required by the N.Y. City department of buildings.

The sponsor reserves the rights to provide mechanical equipment by different manufacturers, which are equal to or better than those listed above.

DOMESTIC HOT WATER SUPPLY

Domestic hot water is provided for each residential unit by separate new gas fired domestic hot water heaters, located in the mechanical room in each unit. The hot water heaters are manufactured by A.O. Smith 50 gallon model #BC399 MEA # 97-77E and an input rating of 40,000 BTU per hour, which is adequate to provide hot water for the projected usage within the unit. These systems use natural gas supplied by the Keyspan f/k/a Brooklyn Union Gas Company.

The sponsor reserves the rights to provide mechanical equipment by different manufacturers, which are equal to or better than those listed above.

GAS SUPPLY

Gas is supplied by Keyspan energy systems f/k/a Brooklyn Union Gas Company. There will be eight (8) meters serving the building and they are at the meter room in the cellar. Gas is supplied to the units for cooking and for heating. Gas is billed directly to each Unit Owner. The gas distribution system utilizes black iron piping. There is a gas range connection for a gas range; there is one gas connection for the heating system.

ELECTRICAL SYSTEM

Electrical service to the building is brought in from the terminal point of the Con Edison Company and is three phase 208V. The main feed brings the service to a minimum of nine (9) separate meters, one for each unit and one for the common area. It brings in a total of 740 amps, the service provides 80 amps per unit, and 100 amps for the common area, and is protected with a circuit breaker. Each apartment has a minimum of 16 circuits and there is an average of three (3) outlets per room.

Electricity charges for the common area fixtures are billed by a separate common area meter. Each apartment is wired as per New York City Electrical

Code. There is one thermostat in each apartment; the electrical system within the units is adequate for modern appliances.

UNIT AND PUBLIC AREA LIGHTING

Lighting fixtures are provided in public stairways and hallways on all floors. Fixtures are capable of providing illumination of at least ten (10) watts per twenty five (25) square feet of floor area. Each lighting fixture is provided with one or more lights of a total of not less than sixty (60) watts. In addition, lighting fixtures are provided at the front entrance way providing an aggregate illumination of one hundred and fifty (150) watts incandescent illumination or its equivalent and is operated by a light sensor device or timer. Stair halls (common) and meter rooms are illuminated with ceiling mounted incandescent fixtures. The above requirements are in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws. The unit lighting in the units are porcelain ceiling sockets and 60 watt bulbs for each room, including bath rooms and laundry rooms as per New York City Electrical Code.

VENTILATION

The only interior spaces requiring mechanical ventilation in the apartments are the interior bathrooms in the units. They are equipped with vertical ducts, which terminate to the outside air and thus provide fresh air.

INTERCOMMUNICATION/DOOR SIGNAL SYSTEM

There is a voice communication system; including interlock system, which controls the main entrance from each apartment.

TELEVISION ANTENNA AND CABLE

The sponsor will provide the wiring for connections for cable systems.

VIOLATIONS

All violations shall be removed prior to the closing of the first unit.

PEST CONTROL

Service intervals should be once a month to be paid by all owners as common charges.

OCCUPANCY AND UNIT INFORMATION

Unit NO.	Apartment Location	Number of Bedrooms	Baths.	Porch/ Balconies
1A	1ST floor cellar	0	1 full 1 half	0
1B	1ST floor cellar	1	1 full 1 half	step-out
2A	2nd floor	1	1 full	0
2B	2nd floor	1	1 full	step-out
3A	3rd floor	1	1 full	1 balcony
3B	3rd floor	1	1 full	1 balcony
4A	4th floor attic	1	1 full	1 balcony 1 terrace
4B	4th floor attic	1	1 full	1 balcony 1 terrace

The number of rooms in each Unit is computed in accordance with the standards established by the Real Estate Board of the State of New York.

APARTMENTS

The apartments are finished in the manner described below:

(a) All living rooms, dining rooms and bedrooms have the following finishes:

Floors: hard wood.

Walls, ceilings: 5/8" Gypsum wall board, walls and ceilings.

Closets: Closets are finished with melamine shelves and 1 rod.

(b) Kitchens have the following finishes:

Floors: hard wood.

Walls, ceilings: Gypsum wall board, walls and ceilings

Cabinets & Appliances: the sponsor will supply and install a standard 36" high kitchen with Formica counter tops and back splash. Doors will be Thermafoil, the box will be melamine.

The sponsor will supply the following:

1) Refrigerator manufactured by Frigidaire, model # FRT-1765CSK.
2) Gas range manufactured by Frigidaire, model # FGF337EC.

The sponsor reserves the right to provide appliances by different manufacturers, which are equal to or better than those listed above.

Sinks: Each kitchen will have a cast iron or stainless steel sink.

(c) Full bathrooms are equipped as follows:

Fixtures: One standard vanity with cast iron washbasin, and standard Delta faucets (or equivalent); 2 piece water closet and a combination bathtub and shower. The bathroom fixtures are as follows (The Sponsor may replace them with equal or better models):

Tub: Kohler Acrylic, model # K1184 or equal.

Sink: Kohler cast iron sink, model # K2905 or equal.

Toilet: Kohler porcelain china #K3421 or equal.

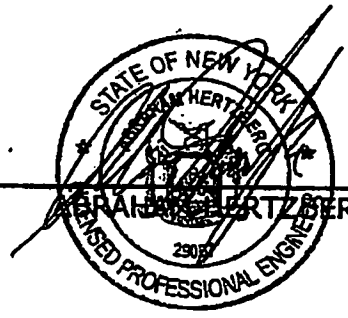
Floors: ceramic.

Walls: Half tiled.

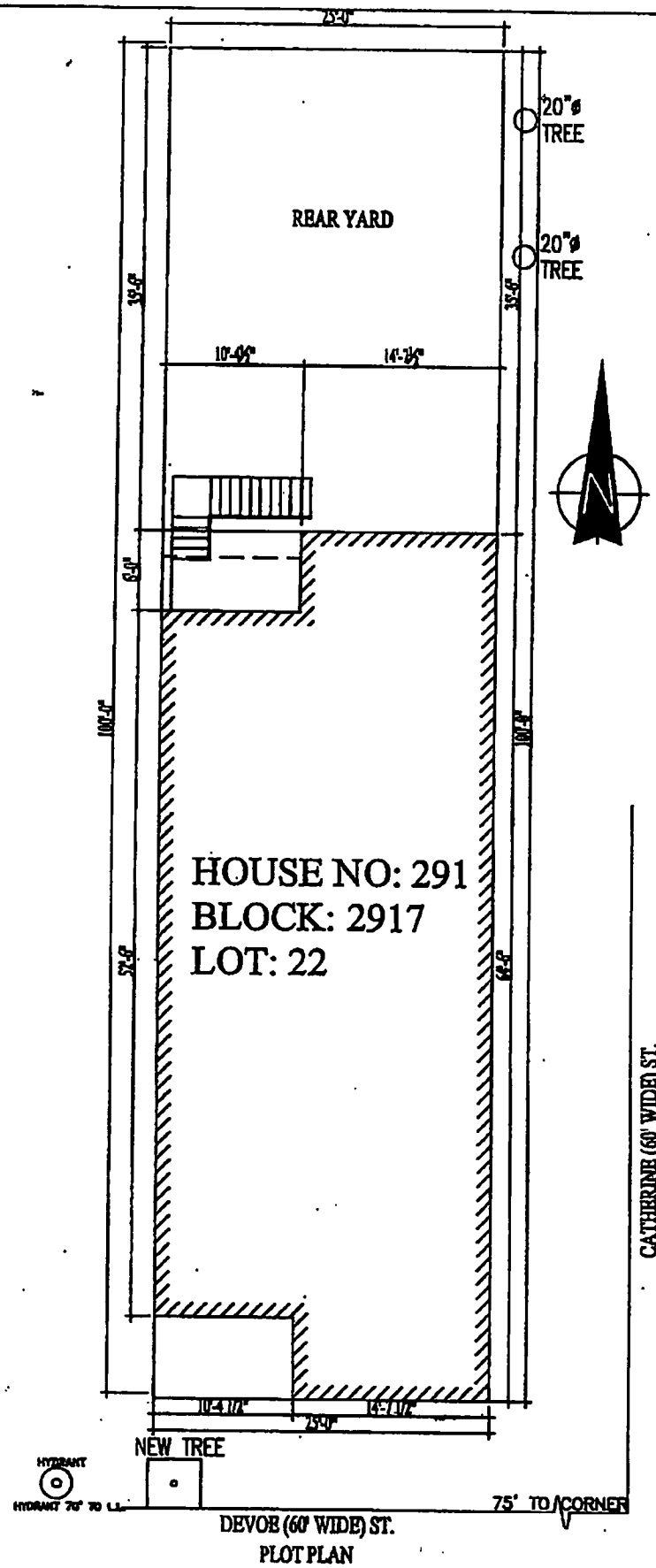
SPACES OTHER THAN APARTMENTS

The public halls are finished as follows, the floors are tiled with ceramic tiles, and the walls and ceilings are taped Gypsum wall board. The stairs are steel with concrete.

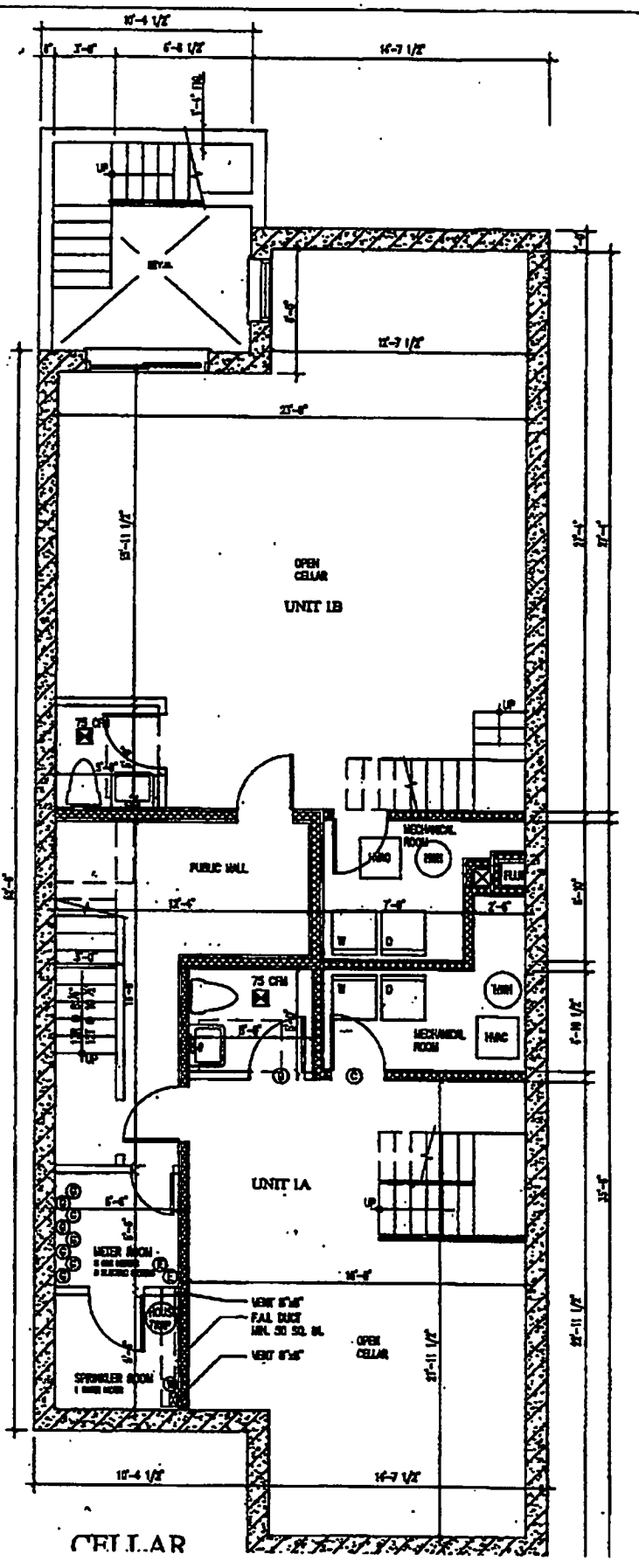
This report fairly describes the condition of the building and improvements to the Property as of the date of inspection respecting those facts, which could be ascertained from a visual inspection. It provides a general description of the property but is not intended to be a comprehensive detailed list of every space or equipment or condition. This report may not be construed as a guarantee or warranty. Although many areas were inspected, no warranties or guarantees are made by the undersigned, the Sponsor, or anyone on their behalf that a complete inspection of the Property has been made, nor that all deficiencies in the construction have been note



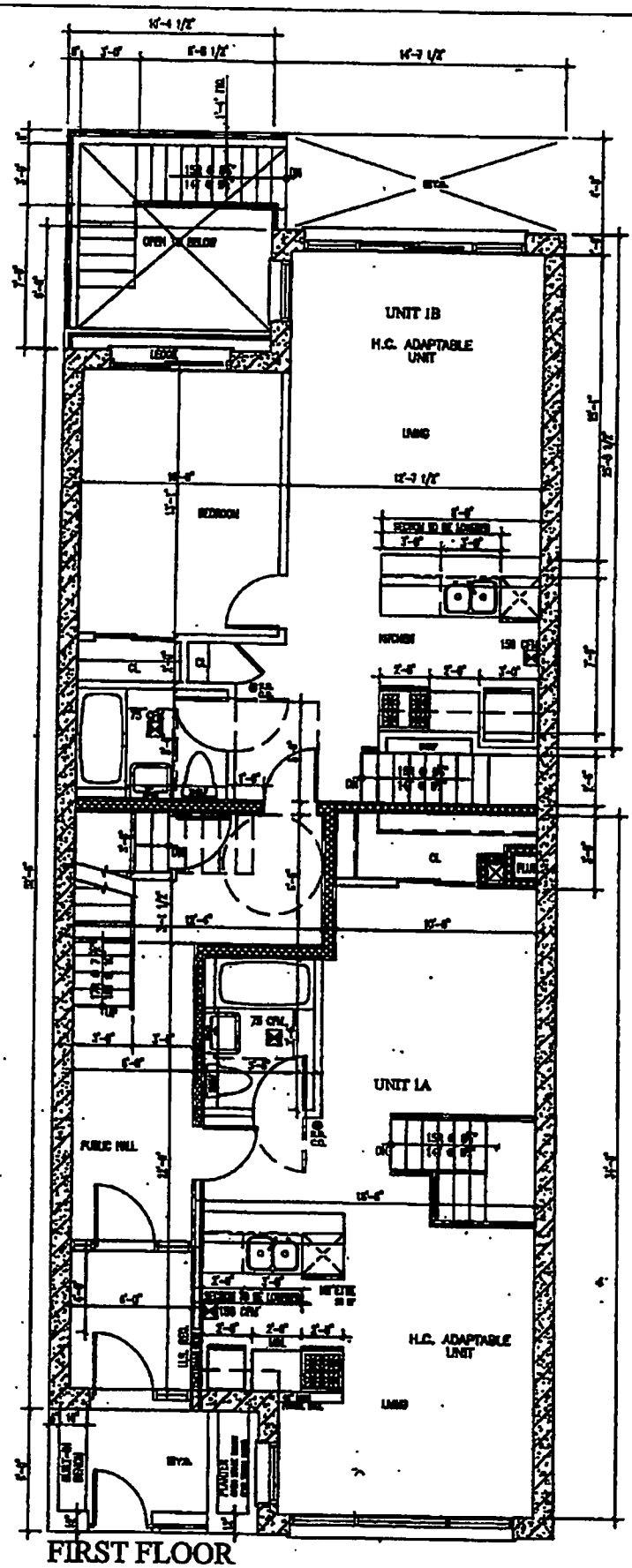
ABRAHAM HERTZBERG PE.


25'-0"
20"ø TREE
20"ø TREE
REAR YARD
35'-6"
35'-6"
10'-9½"
14'-3½"
6'-9"
100'-5"
100'-4"
HOUSE NO: 291
BLOCK: 2917
LOT: 22
57'-6"
68'-8"
10'-4 1/2"
14'-7 1/2"
25'-0"
NEW TREE
HYDRANT
HYDRANT 70' TO L.L.
75' TO CORNER
CATHERINE (60' WIDE) ST.
DEVOE (60' WIDE) ST.

PLOT PLAN

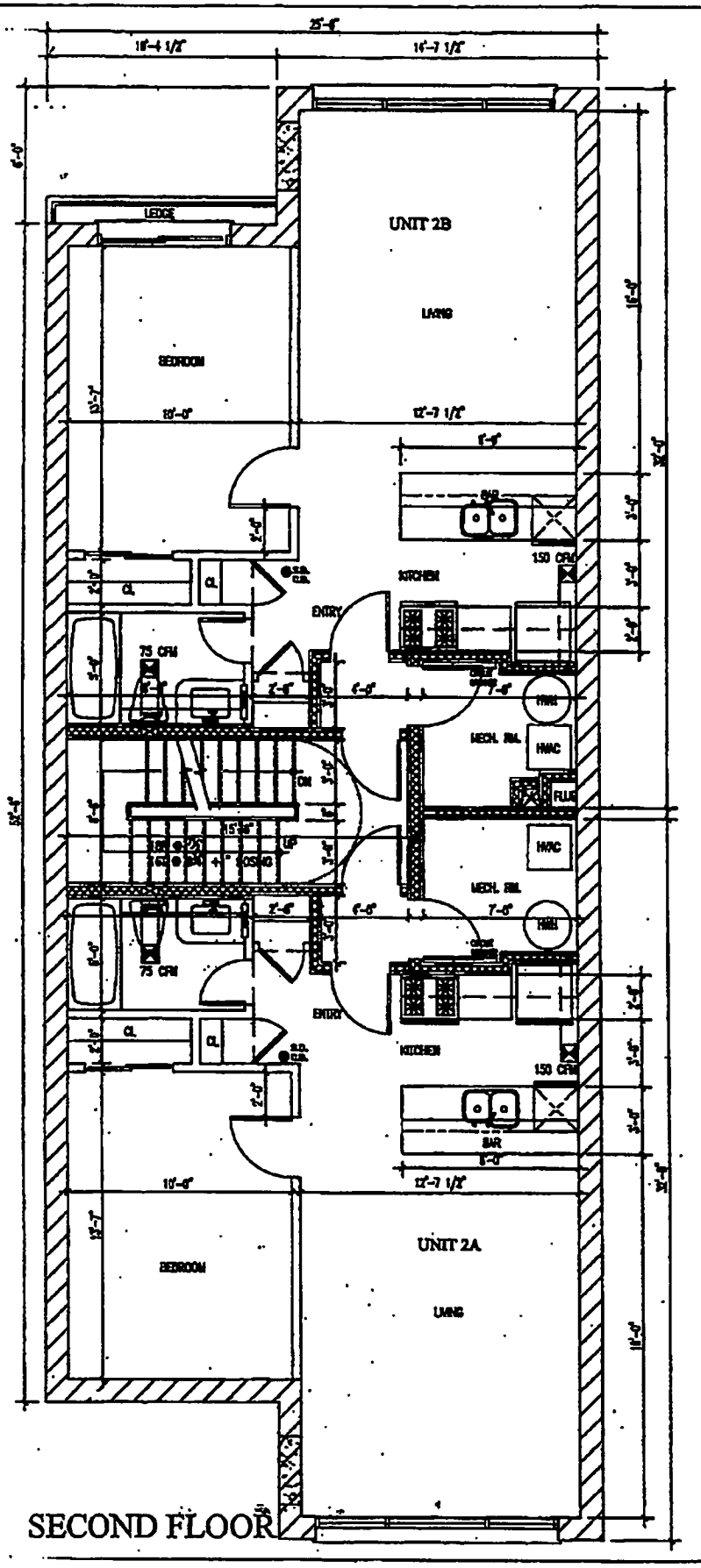

OPEN CELLAR
UNIT 1B
PUBLIC HALL
MECHANICAL ROOM
HWH
HWH
FLUE
W
D
75 CFM
W
D
MECHANICAL ROOM
HWH
UNIT 1A
METER ROOM
VENT 8"x8"
FAIL DUCT
MIN. 50 SQ. IN.
VENT 8"x8"
OPEN CELLAR
SPRINKLER ROOM

CELLAR

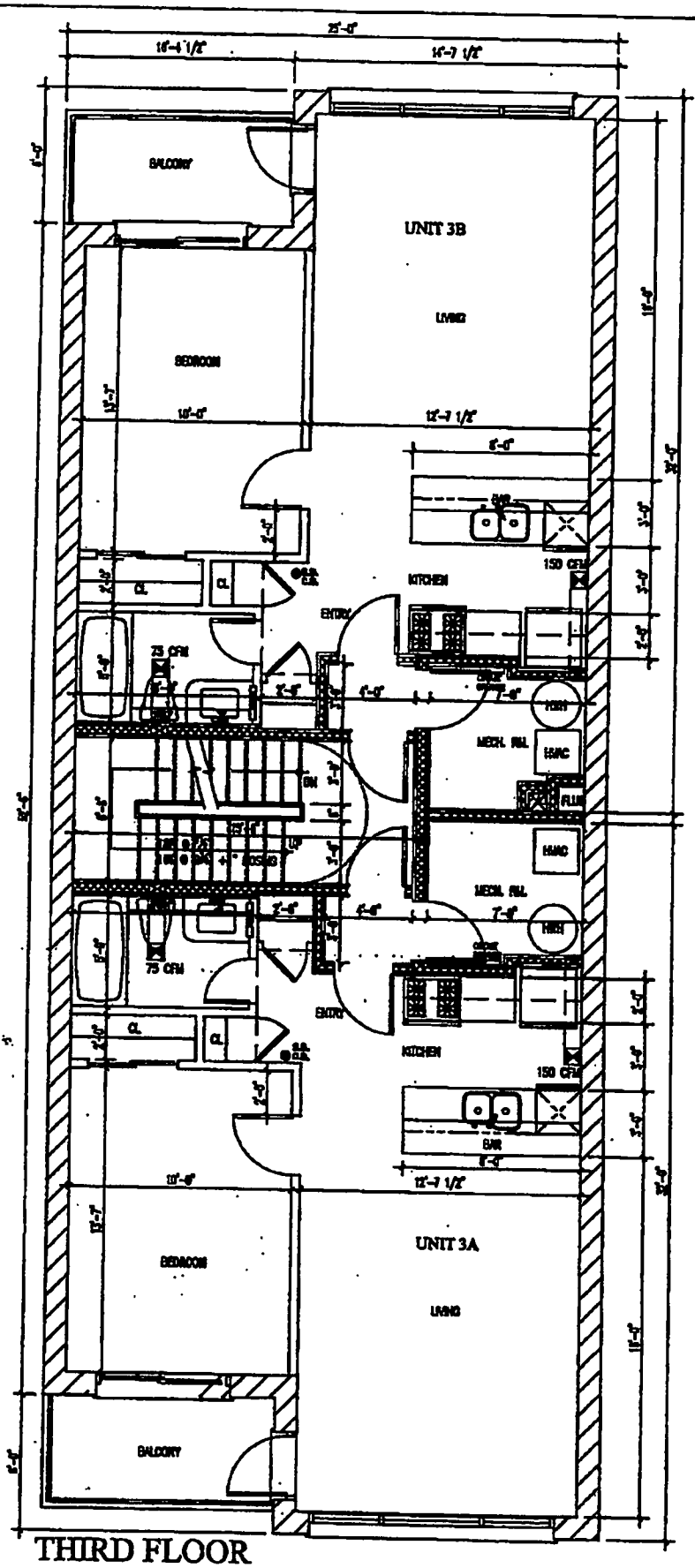


FIRST FLOOR

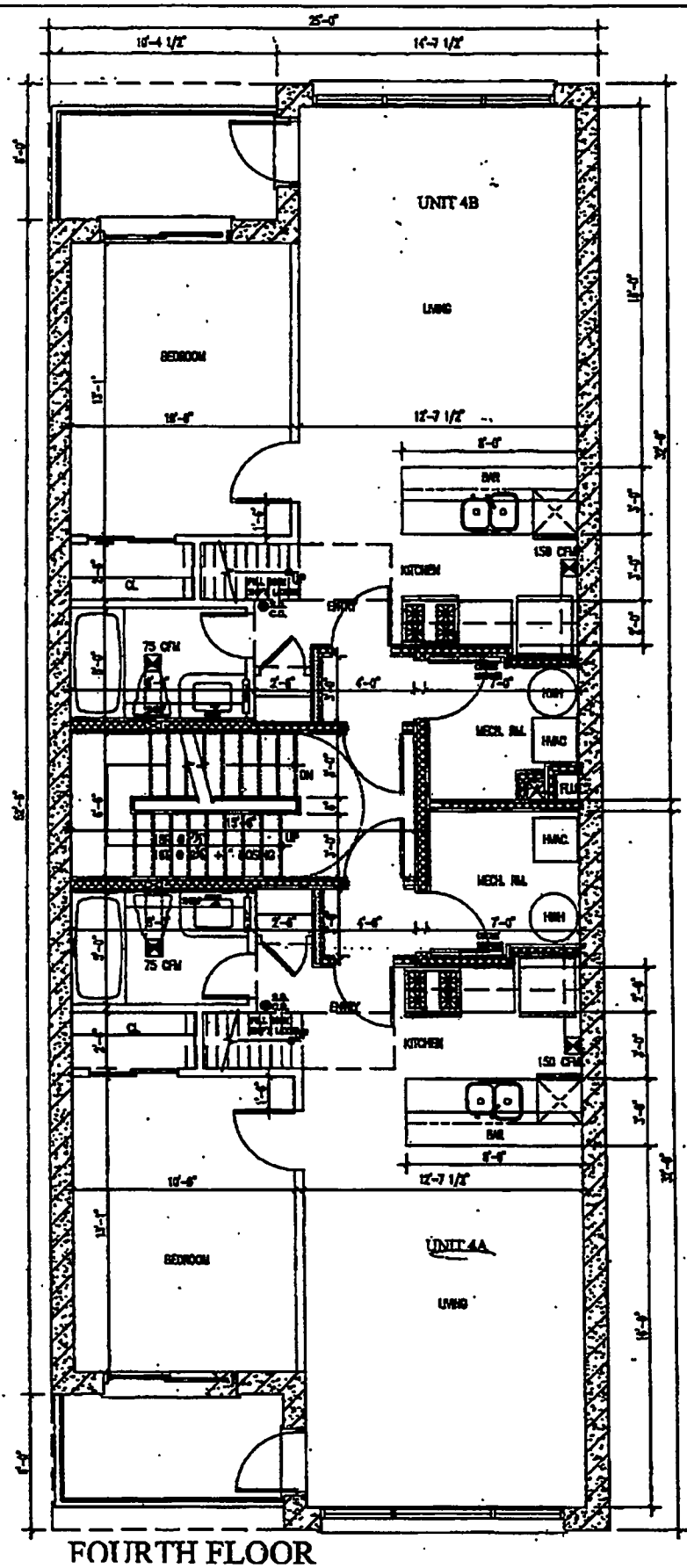
FP2



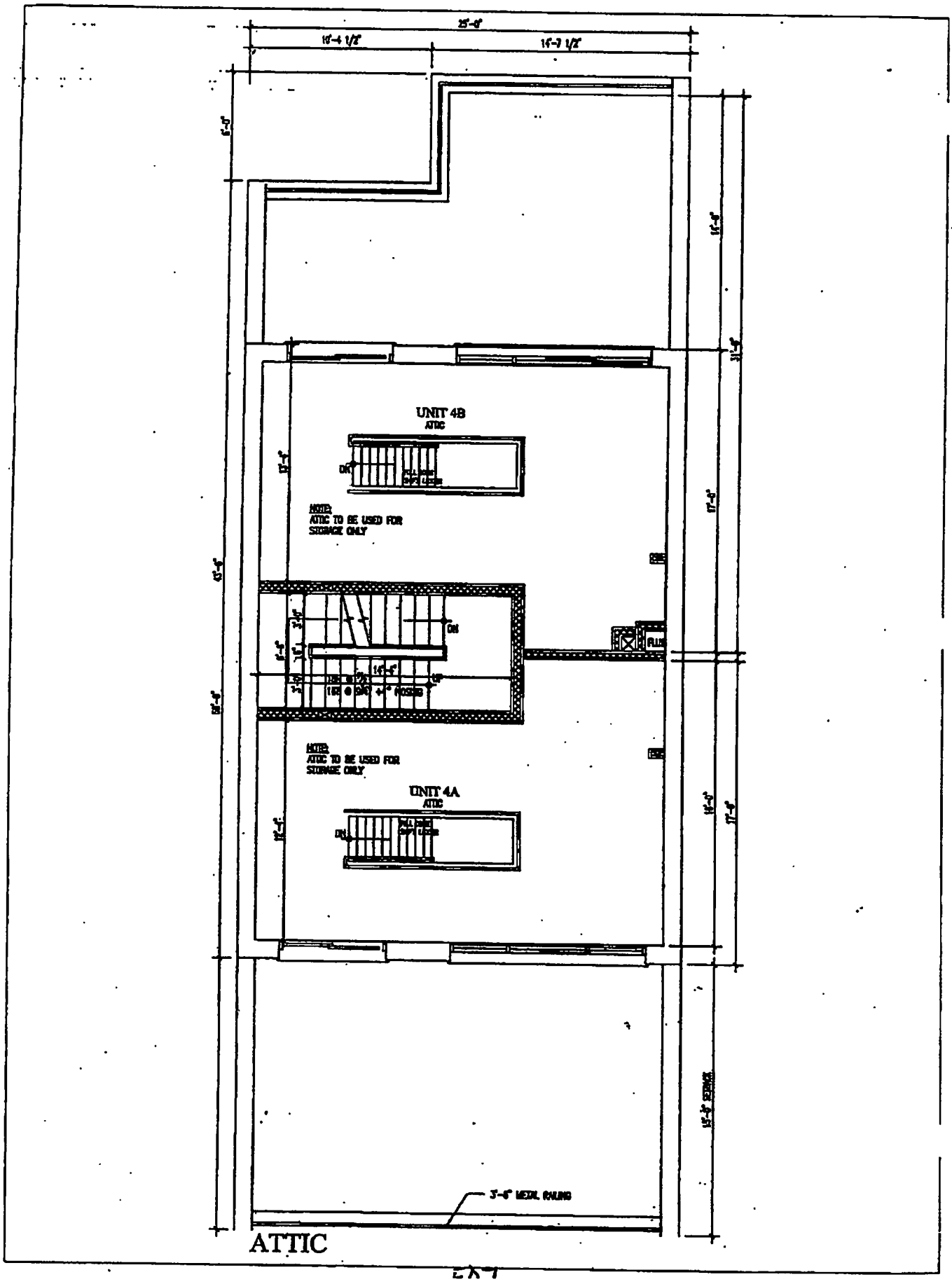
SECOND FLOOR


BALCONY
UNIT 3B
LIVING
BEDROOM
KITCHEN
ENTRY
MECH. RM.
HWH
HWC
FLUE
75 CFM
150 CFM
BAR
UNIT 3A
LIVING
BEDROOM
BALCONY

THIRD FLOOR

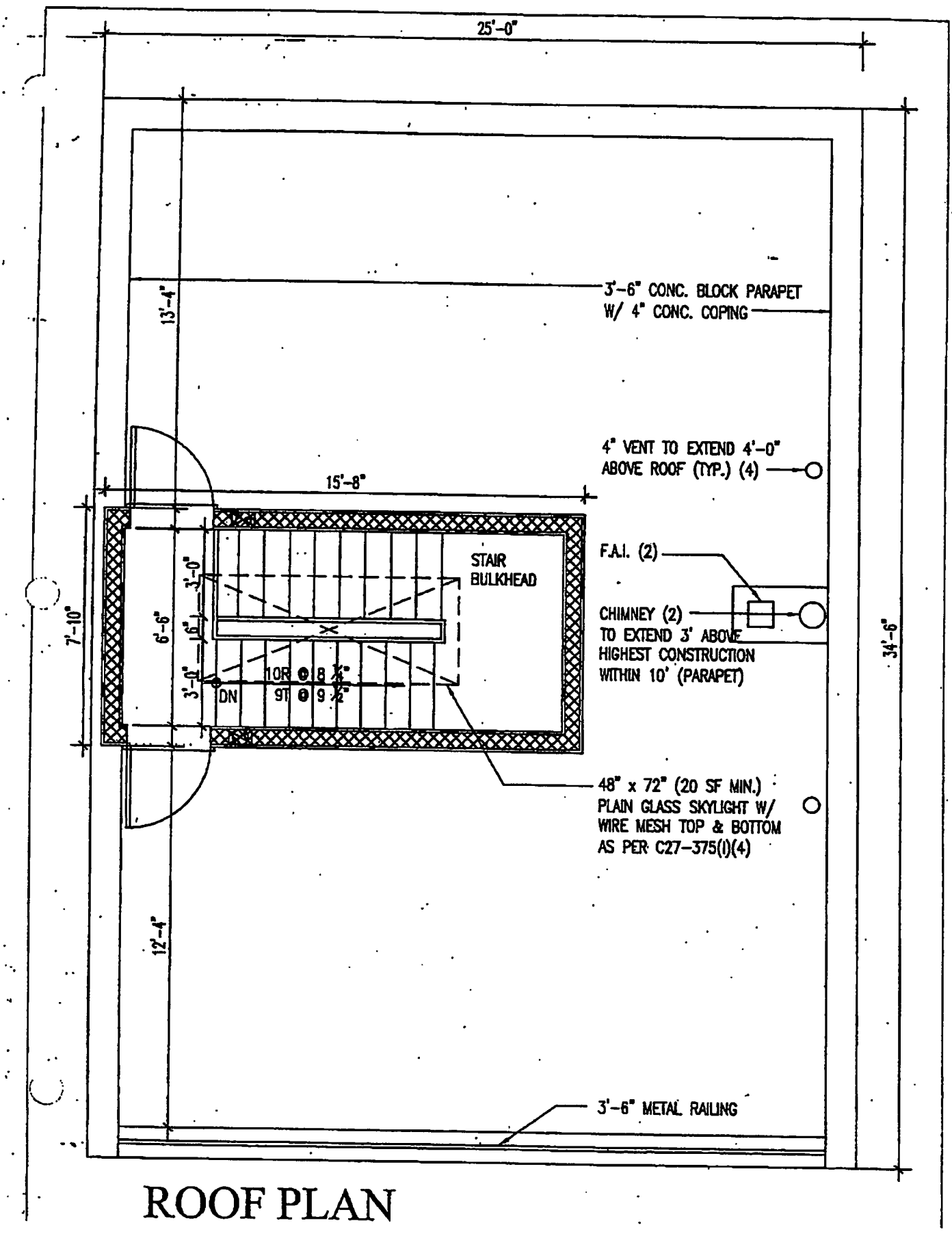


FOURTH FLOOR

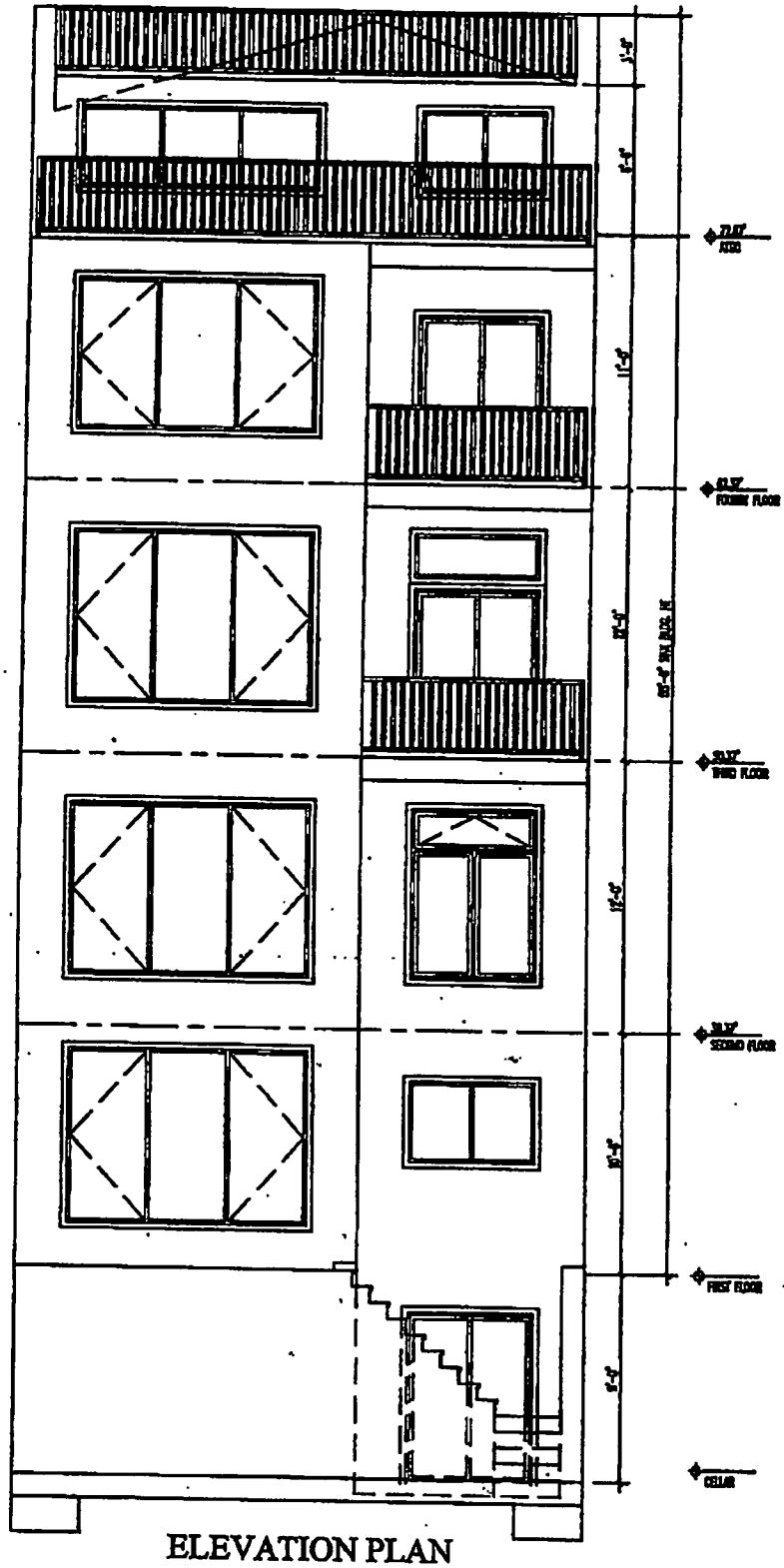

25'-0"
16'-4 1/2"
16'-7 1/2"
UNIT 4B
ATTIC
NOTE:
ATTIC TO BE USED FOR
STORAGE ONLY
UNIT 4A
ATTIC
NOTE:
ATTIC TO BE USED FOR
STORAGE ONLY
3'-6" METAL RAILING

ATTIC

A-1


25'-0"
13'-4"
3'-6" CONC. BLOCK PARAPET
W/ 4" CONC. COPING
4" VENT TO EXTEND 4'-0"
ABOVE ROOF (TYP.) (4)
15'-8"
STAIR
BULKHEAD
F.A.I. (2)
CHIMNEY (2)
TO EXTEND 3' ABOVE
HIGHEST CONSTRUCTION
WITHIN 10' (PARAPET)
7'-10"
6'-6"
3'-0"
1'-6"
3'-0"
10R @ 8 1/2"
DN 9T @ 9 1/2"
34'-6"
48" x 72" (20 SF MIN.)
PLAIN GLASS SKYLIGHT W/
WIRE MESH TOP & BOTTOM
AS PER C27-375(1)(4)
12'-4"
3'-6" METAL RAILING

ROOF PLAN



ELEVATION PLAN

GENERAL BUSINESS LAW-CIVIL PRACTICE LAW AND RULES-NEW HOMES--SALES-WARRANTIES

We ACT to amend the general business law and civil practice law and rules, in relation to warranties on sales of new homes

Approved September 6, 1988, effective as provided in S 3.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The general business law is amended by adding a new article S 1 thirty-six B to read as follows:

ARTICLE 36-B

Section 777. Definitions.
777-a. Housing Merchant Implied Warranty.
777-b. Exclusion or modification of warranties.

Section 777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building Code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code of the City of New York, as defined in title twenty-seven of the administrative code of the City of New York.

3. "Constructed in a skillful manner" means the workmanship and material meet or exceed the specific standards of the applicable code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by the failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footing, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems.

5. "New home" or "home" means any single family house forsale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in case of the plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connections; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty data" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

Section 777-a. Housing merchant implied warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by a builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidances a different intention of the seller, a housing marchant implied warranty does not extend to:

a. any defect that does not constitute (I) defective workmanship by the builder or by the agent, employee or subcontractor or the builder, (ii) defective materials supplied by the builder or by an agent, employees or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing marchant implied warranty shall mean that such goods shall be from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect top goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this sub-division and no later than thirty days after the expiration of the applicable warranty period.' as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later.

In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

5. Except as otherwise provided in section seven hundred-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement from course of dealing or usage of trade.

S. 777-b. Exclusion or modification of warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call he buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plan.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer

is offered a listed warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.
b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.
c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty, excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof".
d. The limited warranty shall meet or exceed the standard provided in subdivision four and five of this section.

4. A limited warranty sufficient to exclude merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty us limited which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;
b. the identification of the names and addresses of all warrantors;
c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent others; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;
d. a statement of the products or parts covered by the limited warranty;
e. the clear and conspicuous identification of any parts or portions of the home or premises that are excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred, provided, however, that:
   i. any exception, exclusion or standard which does not meet or exceed relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred-seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall pre-empt any local law inconsistent with the provision of this article. This article shall not pre-empt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

Section 2. Subdivision two of the section two hundred thirteen of the civil practice law and rules, as amended by chapter four hundred three of the of the laws of nineteen hundred eighty-three, is amended to read as follows:

2. an action upon a contractual obligation of liability, express or implied, except as provided in section two hundred thirteen-a of this article or article 2 of the uniform commercial code or article 36-B of the general business law;

Section 3. This act shall take effect on the first day of March next succeeding the date on which it shall have become a law and shall apply to new homes for which contractors of sale are entered into on or after such effective date.

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A) FOR THE PURPOSES OF THIS SECTION, "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.

B) IF A NON-OCCUPYING OWNER RENTED ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS, OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION "(C)" OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.

C) IF THE COMMON CHARGES, ASSESSMENTS, OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONCE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATIONS'S CLAIM TO RENTAL SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT SUCH BOARD RECEIVES NOTICE THAT SUCH SEEKS TO DISPUTE SUCH CLAIM.

(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.

(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT:

4. This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

6. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

THE LEGISLATURE OF THE STATE OF NEW YORK: ss.:

Pursuant to the authority vested in us by Section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this section law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly

DECLARATION

Establish a Plan for Condominium Ownership of Premises located at 291 Devoe Street, Brooklyn, New York, County of Kings, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: THE 291 DEVOE STREET CONDOMINIUM

SPONSOR: DEVOE PROPERTIES, LLC
199 LEE AVENUE, SUITE 119
BROOKLYN, NEW YORK 11211

DATE OF DECLARATION:

The land affected by the within instrument lies in Section , Block , Lot(s) F/K/A , N/K/A on the Tax Map of the Borough of Brooklyn, County of Kings, City and State of New York.

Record and Return:

HAROLD L. GRUBER
Attorney for Sponsor
92 Prospect Place
Brooklyn, New York 11217

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DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP of Premises to be known as THE 291 DEVOE STREET CONDOMINIUM, located at 291 Devoe Street, Brooklyn, New York, Borough of Brooklyn, County of Kings, City and State of New York, pursuant to Article 9B of the Real Property Law of the State of New York.

DEVOE PROPERTIES, LLC, 199 Lee Avenue, Suite 119, Brooklyn, NY 11211, hereinafter referred to as "the Sponsor", does hereby declare:

1. SUBMISSION OF PROPERTY: Sponsor hereby submits the land hereinafter described, together with the Buildings and improvements thereon erected ("the Property") to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. AREA AND LOCATION OF LAND: The land ("Land") consists of all that certain tract, plot, piece and parcel of land situate, lying and being in the County of Kings, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute.

3. NAME OF CONDOMINIUM: The Condominium shall be known as THE 291 DEVOE STREET CONDOMINIUM.

4. DESCRIPTION OF THE BUILDING: The condominium consists of a single building composed of a cellar, four stories, and an attic, and containing in aggregate, eight (8) residential units. The legal occupancy will match the proposed occupancy hereunder. The building complies with Class I-D construction requirements.

5. THE UNITS: SCHEDULE B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof; Unit designation; tax lot number; approximate square foot area; location; number of rooms; the portion of the Common Elements, including Limited Common Elements to which the Unit has immediate access (if any) and the percentage of interest in the Common Elements. The location of each Unit, and any Limited Common Elements appurtenant thereto, is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

6. FLOOR PLANS: As shown on the Floor Plans of the Buildings (the "Floor Plans"), certified by Abraham Hertzberg, P.E., and intended to be filed in the Kings County Office of the register of the City of New York, simultaneously with the recording of this Declaration, the dimensions indicated are approximate, and are as defined in said floor plans.

7. COMMON ELEMENTS: The Common Elements of the Condominium consists of the entire Property, including parts of the Buildings and improvements thereon other than the Units. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, to the extent applicable, the following:

a) General Common Elements:

(i) The land on which the Buildings are physically erected;

(ii) All foundations, columns, girders, beams, supports, bearing walls; those portions of the exterior walls and installations beyond the exterior face of the Buildings; those portions of the walls and partitions dividing the Units from corridors, lobby and stairs located beyond the exposed face of the dry walls enclosing the Unit; the subfloor and framing joists, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roofs (excluding terraces), corridors, halls, stairs and stairway areas located beyond the unexposed face of the dry walls enclosing the Residential Unit; lobby; storage and utility areas located beyond the unexposed face of the dry walls and the entrances to and exits from the Buildings;

(iii) All installations outside the Units for services such as gas, power, light, telephone and water;

(iv) All sewer pipes and drainage pipes outside units;

(v) The boiler room and meter areas, and janitor's closet(s), if any, as shown and delineated on the Floor Plans. To the extent the "as-built" condition of the building differs from such Floor Plans, both said Floor Plans and this Declaration shall be deemed amended to conform to said as-built condition.

(vi) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings.

(vii): The foregoing are included only to the extent they are present in this building. If any of the foregoing are hereinafter designated as limited common elements, such designation shall take priority over the listing set forth herein.

b) Limited Common Elements:

Limited common elements are those areas appurtenant to a particular unit or units, the use of which is restricted to the owner of such unit or units, but which are not owned by that unit owner. Each Unit Owner, his guests, invitees, lessees and residents of his Unit shall have the exclusive right to use and possession of the limited common elements of the building indicated in the attached Exhibit B, subject to the following:

Each Unit Owner shall be solely and only responsible for repair and maintenance of the Limited Common Element appurtenant to their Unit including, but not limited to, painting, cleaning, patching, and surface repair; and, in the case of the balconies structural maintenance. In the event a Unit Owner fails to properly maintain his Limited Common Element, the Condominium Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas and the cost thereof shall be assessed against the Condominium Unit to which such Limited Common Elements are appurtenant. To the extent that any damage to a Limited Common Element is caused by building condition, or by other condition for which the Condominium carries insurance, the cost of repair of such damage shall be borne by the Condominium.

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

9. USE OF UNITS: Any Unit may be used for private residential use, or for any home occupation use permitted under applicable zoning laws and ordinances, building code, or other rules and regulations of governmental authorities having jurisdiction thereof. Such Units may also be used as professional offices by a resident thereof, provided such professional use does not violate any zoning law and ordinance, and provided further that prior written consent

of the Board of Managers for such professional use is obtained. Notwithstanding the foregoing, the Sponsor may, without the permission of the Board of Managers, retain ownership of one or more Units for use as rental units, models, sales and/or offices, in connection with the sale or rental of the Units. Any Non-Residential Unit may be used for any purpose allowed by the Certificate of Occupancy or applicable zoning.

10. ENCROACHMENTS: If any portion of the Common Elements encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachments and for the maintenance of the same so long as the Buildings shall stand.

11. EASEMENTS:

a) Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right to access to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

b) The Sponsor and its designees, their successors, assigns, invitees, licensee, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines and (ii) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and (iv) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

c) The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in the access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements, and (ii) reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or the residents of any property adjacent to the Property, or users of the Recreation Facilities, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right to access of any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right to access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

d) The user of any easement granted by Sub-paragraphs "b" and "c" of this Paragraph 10 shall have the responsibility of repairing any damage resulting therefrom.

12. PERSON TO RECEIVE SERVICE: For the period during which Sponsor is in control of the Board of Managers, DEVOE PROPERTIES, LLC, 199 Lee Avenue, Suite 119, Brooklyn, NY 11211, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the office of the Condominium located at 291 Devoe Street, Brooklyn, New York. In addition to the foregoing, the Secretary of State of the state of New York is hereby designated as agent of the Board of Managers to accept the service of process in any proceeding.

13. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS: All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering unto occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. AMENDMENT TO DECLARATION: This Declaration may be amended, modified, added to or deleted from by vote of Unit Owners representing at least 66-2/3% of the Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by vote of Unit Owners representing at least 66-2/3% of the Common Interest of all Unit Owners; provided however,

a) No amendment, modification, addition or deletion which shall adversely affect the lien or any mortgage may be made without the written consent of the mortgagee;

b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner;

c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against the Sponsor, its designee, or any Unsold Unit until the Sponsor or such designee shall consent thereto in writing.

d) No amendment, modification, addition or deletion of or to this Declaration which would in any way alter, restrict or change the use to which a Commercial Unit may be put, shall be effective against any such Commercial Unit without the written consent of the Owner of such Commercial Unit.

The Sponsor hereby reserves to itself and its designee(s) the right to amend this Declaration at any time without the requirements of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Buildings and appurtenances which are incomplete upon the original

filing of the Declaration provided that the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depicting the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p will be filed with such amendment.

No such amendment shall be effective until recorded in the Kings County Office of the Register of the City of New York.

15. CHANGES IN UNSOLD UNITS: For any Unit owned by the Sponsor or its designee(s), if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit Mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change in and size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Units affected by such change in size or number, subdivision, combination or alteration, appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) shall comply with all rules, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consent will be obtained from Unit Owners, if any, who are adversely affected as a result of the above changes. Contract vendees, if any, pursuant to Purchase Agreements with the Sponsor or its designees for a Unit adversely affected as a result of the above changes, will be given the right to rescind their Purchase Agreements and receive a refund of any disclosed in an amendment to the Offering Plan for the Property. The provisions of this Paragraph 16 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designee(s). In the event of any such change in an Unsold Units, Sponsor shall amend the Declaration and Floor Plans to reflect same.

In the event the Sponsor or its designee, exercising its rights pursuant to this Article so requires, the Board of Managers shall promptly amend the Declaration at the expense of the Sponsor or its designee, to reflect any such alteration, addition, improvements, changes or reapportionments and shall record such amendment in the Office of the Register of Kings County.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

16. INVALIDITY:

a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included;

(b) Subject to the terms of Paragraph "a" above, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, this Declaration and By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provisions as a covenant running with the Land.

17. TERMINATION OF CONDOMINIUM: The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in Common Interest of the Units. The Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided however, that no payment shall be made to a Unit Owner until all lienors have first been paid off out of his share of such proceeds.

19. COMMON EXPENSE: Common Expenses of the Condominium mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws. Common expenses shall be charged to unit owners according to their respective common interests. Such common expenses may be specially allocated and apportioned by the Board of Managers in a manner different from common profits and expenses for one (1) or more non-residential units. Additionally, common expenses may be specially allocated and apportioned to residential or non-residential units, or a combination thereof, based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners.

19. DEFINITION OF "SPONSOR-DESIGNEE": The term "Sponsor-Designee" as used in this Declaration shall mean any person or entity designated by the Sponsor to acquire title to a Unit, other than a good faith Purchaser for value purchasing pursuant to a validly executed Purchase Agreement. A "Sponsor-Designee" shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "Sponsor-Designee."

20. WAIVER: No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

22. GENDER: The use of the masculine gender in this Declaration shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed by its duly authorized representatives this day of ,200 .

DEVOE PROPERTIES, LLC
BY:

STATE OF NEW YORK)
COUNTY OF) SS.:

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

NOTARY PUBLIC

BY-LAWS

of

THE 291 DEVOE STREET CONDOMINIUM

ARTICLE I

Purpose of Business

Section 1. Unit Ownership: The property located in the Borough, County of Kings, City and State of New York at 291 Devoe Street, Brooklyn, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Kings County office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as THE 291 DEVOE STREET CONDOMINIUM.

Section 2. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Buildings, and all other improvements thereon (including the Units, the Common Elements and the Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units".

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations attached hereto as Schedule A.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office: The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting: The Annual Meeting of the Unit Owners of the Condominium for the election of the Board of Managers and for such other business as may properly come before such meeting, shall be held in the Borough of Brooklyn, City of New York, at such time and place, each year as may be designated by the Board. The notice of the meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary. Such notice shall state the time when and the place within the state where it is to be held, and the Secretary shall cause a copy thereof to be delivered personally or mailed to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before the meeting. If mailed, it shall be directed to each such Unit Owner at his or her address as it appears in the records of the Condominium, unless he or she shall have filed with the Secretary of the Condominium a written request that notices intended for the him or her be mailed to some other address, in which case it shall be mailed to the address designated in such request.

Section 2. Special Meetings: Special meetings of Unit Owners, other than those the calling of which is regulated by statute, may be called at any time by the President or Secretary or by a majority of the Board of Managers. It shall also be the duty of the Secretary to call such meetings whenever requested in writing so to do by Unit Owners owning at least twenty-five per cent (25%) of the votes of the Condominium. The Secretary shall cause a notice of such Special Meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 1 of this Article to each Unit Owner of record of the Condominium entitled to vote at such meeting not less than ten (10) nor more than forty (40) days before such meeting. No business other than that stated in such notice shall be transacted at such Special Meeting unless the holders of all the Units of the Condominium be present thereat in person or by proxy. Except that there shall be a meeting commenced within sixty days after the closing of the First Unit to be sold to elect a Board of Managers.

Section 3. Waiver of Notices: The notice provided for in the two foregoing sections is not Indispensable, but any Unit Owners' meeting whatever shall be valid for all purposes if all the Unit Owners of the Condominium are represented thereat in person or by proxy, or if a quorum is present, as provided in the next succeeding section, and waiver of notice of the time, place and objects of such meeting shall be duly executed in writing either

before or after said meeting by such Unit Owners as are not so represented and were not given such notice.

Section 4. Quorum: At each meeting of Unit Owners, except where otherwise provided by law, Unit Owners representing, in person or by proxy, 51% of the votes of the Units shall constitute a quorum; in case a quorum shall not be present at any meeting, the holders of a majority of the Units represented may adjourn the meeting to some future time and place. Only those Unit Owners who, if present at the adjourned meeting, would have been entitled to vote thereat, shall be entitled to vote at any such adjourned meeting.

Section 5. Voting: At each meeting of Unit Owners, each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to his/her Unit at the time of service of notice of such meeting or at such prior date, not more than forty (40) days before such meeting, as may be prescribed by the Board of Managers as the date for determining which Unit Owners of record are entitled to notice of and to vote at such meeting. The proxies shall be in writing duly signed by the Unit Owner but need not be acknowledged or witnessed, and the person named as proxy by any Unit Owner need not himself be a Unit Owner of the Condominium. Voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to her/her Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

Section 6. Title to Units: Title to Units may be taken in the name of an individual or in the name of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporations or partnership, or in the name of a fiduciary or trust, estate, un-incorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section.

Section 7. Number of Votes: Any or all of such Owners (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one or more Units) shall be entitled to cast one vote on all matters put to the vote at all meetings of Unit Owners, and shall be entitled to elect one member to the Board of Managers. If Units are owned by more than one person as joint tenants, tenants by the entirety, or as tenants in common or by a partnership, corporation or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit as a single vote. A fiduciary shall be the voting member with

respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 8. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article II. Two thirds of Unit Owners shall mean those Unit Owners having greater than 66-2/3% of the total authorized vote of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. A vote of a majority of Unit Owners shall be sufficient for any action of any meeting, except where otherwise provided herein or required by statute.

Section 9. Inspectors of Election: Inspectors of election shall not be required to be appointed at any meeting of Unit Owners unless requested by a Unit Owner present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed or elected as provided in Section 610 of the Business Corporation Law.

ARTICLE III

OFFICERS

Section 1. Designation: The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Managers.

Section 2. Election of Officers: The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected, their resignation or death.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Condominium. He shall preside at all

meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer: The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Compensation of Officers: No officer shall receive any salary or other compensation from the Condominium for acting as such or for services rendered in an official capacity.

Section 9. Liability of Officers: No officer shall be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify each officer against any liability or claims except those arising out of the bad faith or willful misconduct of an officer. It is intended that each officer shall have no personal liability with respect to any contract made by him

on behalf of the Condominium. It is and shall be permissible for each officer who is appointed by the original Board of Managers (designees of the Sponsor), to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by an officer or out of the aforesaid indemnity in favor of each officer shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all the Unit Owners. Every agreement made by an office on behalf of the Condominium shall provide that each officer is acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners, except for willful misconduct or bad faith), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest in the Common Elements of all Unit Owners.

ARTICLE IV

Managers

Section 1. Number: The number of Managers of the Corporation shall not be less than three (3) nor more than seven (7), as may from time to time be herein provided and, in the absence of such provision shall be five (5). Commencing with the first election of Managers by Unit Owners of the Condominium, and until changed by amendment of this By-Law provision, and hereinafter provided, the number of Managers shall be five (5). The number of Managers shall not be decreased to a number less than the number of Managers then in office except at any Annual Meeting of Unit Owners. However, during the period the Sponsor, its Successor Offeror(s) or Designees(s) continue to own 50% or more of the Condominium the number of Managers shall remain fixed at five (5).

Section 2. Powers and Duties: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, as agent of all Unit Owners. The Board shall further have the right to employ a manager or managing agent or both, and may delegate any or all of the powers conferred by this section to such managing agent. Persons employed in the operation of the property may be designated or removed by a majority vote of the Board of Managers, or without vote by the managing agent or manager, if such a person is employed by the Board.

Section 3. Nomination and Election: The Managers shall be elected for a term of one year at the Annual Meeting of Unit Owners or at a

Special Meeting called for that purpose as provided by law. Each Condominium Unit shall be entitled to elect one manager. The Board of managers may then elect a fifth manager whose sole purpose shall be to vote in the event of a tie. Their term of office shall be until their respective successors are elected and qualify.

Section 4. Quorum: A majority of the Managers then authorized by these By-Laws shall constitute a quorum.

Section 5. Vacancies: Vacancies in the Board of Managers resulting from death, resignation or otherwise may only be filled by the Unit Owner which appointed the manager whose space is now vacant. The "fifth manager" appointed pursuant to Section 3 above, can be replaced by majority vote of the Board of Managers

Section 6. Meetings: The Board of Managers shall meet immediately after the Annual Meeting of Unit Owners without notice and also whenever called together by any Manager of the Condominium or upon the written request of any three Managers then holding office, upon notice given to each Manager, by delivering personally, mailing or telegraphing the same to him at least two days prior to such meeting at the last address furnished by him to the Condominium. Regular meetings may be held without notice at such times and places as the Board of Manager may determine. Any meeting of the Board at which all the Managers shall be present, or of which notice shall be duly waived by all absentees, either before or after the holding of such meeting, shall be valid for all purposes provided a quorum be present. Meetings of Managers may be held either at the principal office of the Condominium or elsewhere within the State of New York as provided in the notice calling the meeting, unless the Board of Managers by resolution adopt some further limitation in regard thereto. At all meetings of the Board of Managers, each Manager shall be entitled to one vote. The vote of a majority of the Board of Managers present at the time of a vote of a duly constituted meeting shall be the act of the Board of Managers.

Section 7. Resignation and Removal: Any Manager may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein, and unless specifically requested acceptance of such resignation shall not be necessary to make it effective. A Manager may only be removed from office by the Unit Owner which appointed such Manager; except that the fifth manager appointed pursuant to Section 3 above may be removed by majority vote of the Board of Managers.

Section 8. Annual Cash Requirements: The Board of Managers shall, from time to time determine the cash requirements as defined in the Condominium's By-Laws, and fix the terms and manner of

payment of Common Charges as more specifically set forth in Article VI. The Board of Manager shall have discretionary power to prescribe the manner of maintaining and operating the Building, to be paid as aforesaid by the Unit Owners. Every such determination by the Board of Managers shall be final and conclusive as to all Unit Owners and any expenditures made by the Condominium's officers or its agent under authority of, or with the approval of, the Board of Managers of the Condominium shall, as against the Unit Owners, be deemed necessarily and properly made for such purpose. Until the earlier of (i) the fifth anniversary of the First Closing or (ii) such time as the Holders of Unsold Units hold less than 50% of the outstanding votes of the Residential Units, the Board of Managers of the Condominium will not take any of the following actions unless Unit Owners owing at least 51% of the votes of Residential Units of the Condominium approve in writing or by vote, in person or by proxy, at a duly constituted meeting called for such purpose:

a) Increase the number or change the type of employees from that described in the NOTES TO SCHEDULE B of the Offering Plan;

b) Provide for new or additional services from indicated in the NOTES TO SCHEDULE B, unless the annual cost of such new or additional services, when added to the annual cost of all other services, being provided, is no greater than that provided in said notes;

c) Establish any reserve other than the Reserve and/or Working Capital Funds set forth in the Offering Plan.

However, notwithstanding anything contained herein to the contrary, the Sponsor, as Holder of Unsold Units, or other Holder(s) of Unsold Units, shall not veto the expenses set forth in SCHEDULE B of the offering plan, or expenditures required to comply with applicable laws or regulations.

Section 9. Rules and Regulations: The Board of Managers may from time to time adopt and amend such rules and regulations as it may deem necessary in respect to the Building of the Condominium for the health, safety and convenience of the Unit Owners. Copies thereof and of changes therein shall be furnished to each Unit Owner.

Section 10. Compensation: No Member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 11. Liability of the Board of Managers: The Members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners

shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers, who are designated by the Sponsor, to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers, or the Managing Agent, or the Manager, on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager as the case may be, are acting only as agent for the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent or by the Manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the Managing Agent, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE V

NOTICES

Section 1. Definitions: Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such Managers or Unit Owner or mortgagee in such address as appears on the books of the Condominium.

Sections 2. Service of Notice Waiver: Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses, and allocate and assess such Common Charges and Expenses among the Unit Owners in proportion to their respective Common Interests. Such common expenses may be specially allocated and apportioned by the Board of Managers in a manner different from common profits and expenses for one (1) or more non-residential units. Additionally, common expenses may be specially allocated and apportioned to residential or non-residential units, or a combination thereof, based on special or exclusive use or availability, or exclusive control, of particular units or common areas by particular unit owners. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-Laws and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such amount as the Board of Managers may deem proper for the operation and maintenance of the Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and Expenses are based, to all Unit Owners. Any dispute relating to the expenses to be borne by the Unit Owners shall be submitted to arbitration in accordance with theses By-Laws.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance: The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Buildings containing

the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners) together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees with certificates of insurance, as their interests may appear, in an amount to be determined by the Board of Managers. In the event this building includes a commercial unit, the Board of Managers shall annually obtain from the insurance broker a letter stating the extent to which the cost of insurance for the condominium, on account of the usage of the commercial unit, exceeds the cost which would otherwise have been obtained if no commercial unit were present; and this cost shall be borne by the commercial unit owner. A copy of the letter shall be delivered to the commercial unit owner within ten (10) days after receipt thereof, and the commercial unit owner shall be obligated the amount assessed therein within fifteen (15) days after receipt thereof.

Section 3. Payment of Common Charges: All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him.

Section 4. Collection of Common Charges and Assessments: The Board of Managers shall assess Common Charges against Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof.

Section 5. Default in Payment of Common Charges or Assessments: In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owners shall be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding,

including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 6. Foreclosure of Liens for Unpaid Common Charges: In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. The proceeds from the sale of any Unit pursuant to this Section shall be used first to pay the unpaid Common Charges and/or assessments, plus reasonable attorney's fees and administrative costs and any other lawful liens on the defaulting Unit. Amounts above this, if any, will be the property of the defaulting Unit Owner. If after the sale of Unit for the nonpayment of Common Charges and/or assessments, the sale does not recover the full amount due and owing, the Board o Managers has the right to assess all the Unit Owners as a Common Expense for the difference between the amount received by the Condominium from the sale of the Unit and the amount owed to the Condominium.

Section 7. Statement of Common Charges and Assessment: The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 8. Abatement and Enjoinment of Violations by Unit Owners: The violation of any rule or regulation adopted by the Board of Managers, or the branch of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws; (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the

Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9. Maintenance and Repairs:

a) All maintenance, replacement or repair to any Unit, ordinary or extraordinary, and to the doors, windows, electrical (except Common Elements), plumbing (except Common Elements) and heating fixtures and air conditioning units within the Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, excepting as otherwise specifically provided herein.

b) All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed as per the Declaration.

Section 10. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following:

a) The Units shall be used for private residences only, except that a Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained. Notwithstanding the foregoing, the Sponsor or Sponsor-Designee shall have the right, without charge, (i) to maintain general and sales offices in one or more Units or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on the Property; (iii) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to

complete construction or the Building and to comply with its obligations.

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

c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d) No unlawful use shall be made of the Property of any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e) No portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit including the Limited Common Elements appurtenant thereto), may be separately rented.

Section 11. Additions, Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or which affects the exterior of the Building's Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or improvement. An application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 11 which requires the consent of the Board of Managers in connection with a structural addition, alteration or improvement shall not apply to Units owned by the Sponsor or its designee. All other provisions of this Section 11 shall apply to all Units.

Non-structural alterations and improvements to Units that do not affect the exterior of the Buildings may be made without the prior approval of the Board of Managers.

Section 12. Use of Common Elements and Facilities: A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-Designee shall have the right to use of the Common Elements, without charge, for the purpose set forth in Section II of this Article VI.

Section 13. Right of Access: A Unit Owner shall grant a right of access to his Unit, to the Manager and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of

correcting any condition originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI. Each Unit Owner will be required to give a copy of his/her keys to his/her Unit to the President of the Board of Managers who shall designate an authorized person or persons to keep the keys and use them in case of an emergency.

Section 14. Rules of Conduct: Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges and Sewer Rents: Water shall be supplied to all of the Units and the Common Elements through one or more building meters or pursuant to a frontage charge and, the Board of Managers shall pay, as a Common Expense except for the Commercial Unit which shall be separately metered and billed, all charges for water consumed on the Property and in the Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed. The Commercial Unit or Units shall be entitled to a credit against common charges for the portion of such common charges allocable to water/sewer charges for residential Units.

ARTICLE VII

Mortgages

Section 1. Notice to Board of Managers: A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges: The Board of Managers, when so requested in writing by a mortgage of a Unit, shall promptly notify any mortgagee of a Unit, of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default: The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

Condemnation and Termination

Section 1. Condemnation: In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $50,000.00 or less, and to the Insurance Trustee if such award amounts to more than $50,000.00. If seventy-five (75%) percent or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five

(75%) percent or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

Section 2. Termination: The Condominium may be terminated by the casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less that eighty (80%) percent in number and in Common Interest of the Units. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event the Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests. However, no payment shall be made to a Unit Owner until all liens to which his/her Unit are subject are paid off.

ARTICLE IX

Arbitration

Section 1. Procedure: Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in New York City, New York, in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in New York City, New York before one arbitrator appointed, upon the application of any party by the Real Estate Board of New York.

Section 2. Variation by Agreement: The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth

in Section 3031 of the New York City Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. Binding Effect: The decision in any arbitration conducted pursuant to the terms of Section 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. Cost and Expenses: (a) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

All costs and expenses paid or incurred by Condominium board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

ARTICLE X

Conflicts

Section 1. Conflicts: These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XI

Amendments to the By-Laws

Section 1. Amendment to By-Laws: These By-Laws may be modified or amended by the vote of two-thirds (as that number is defined in these ByLaws) in Common Interests of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as there are of one or more Unsold Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be altered, amended, repealed or added to without the consent of the Holder(s) of Unsold Residential Units and the Sponsor.

ARTICLE XII

Miscellaneous

Section 1. Invalidity: The invalidity of any part of the By-Laws shall not impair or affect in any manner the valid enforceability or effect of the balance of these By-Laws.

Section 2. Captions: The captions herein are inserted only by matter of convenience and or reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision therein.

Section 3. Gender: The use of the masculine gender in the By-Laws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context requires.

Section 4. Waiver: No restriction, condition, obligation or provision contained in these By-Laws, shall be deemed to have abrogated or waived by reason of any failure to enforce the same, respective of the number of violations or breaches thereof which may occur.

Section 5. Insurance Trustee: The Insurance Trustee selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with approval of the holders of five (5) or more Unit first mortgages). In the event the Insurance Trustee shall resign, the new insurance Trustee shall also be a bank, trust company, or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of the holders of five (5) or more Unit first mortgagees). The Board of Managers shall pay fees and disbursements of any Insurance Trustee, and such fees or disbursements shall constitute a Common Expense of the Condominium.

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

RE: 291 Devoe Street
Brooklyn, New York

We, DEVOE PROPERTIES, LLC and IRVING RUBIN, being the Sponsor and principal of the Sponsor of the Offering Plan to convert the above captioned property to condominium ownership, jointly and severally certify as follows:

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20, and such other laws and regulations as may be applicable;

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

1. Set forth the detailed terms of the transaction and be complete, current, and accurate;

2. Afford potential purchasers, investors, and participants an adequate basis on which to found their judgment;

3. Not omit any material fact;

4. Not contain any untrue statement of a material fact;

5. Not contain any fraud, deception, concealment, suppression, false pretense, or fictitious or pretended purchase or sale;

6. Not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. Not contain any representation or statement which is false where we:

a) knew the truth;
b) with reasonable effort could have known the truth;
c) made no reasonable effort to ascertain the truth;or
d) did not have knowledge concerning the representation or statement made.

This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to the Civil and Criminal penalties of the General Business Law and the Penal Law.

DEVOE PROPERTIES, LLC
by:

IRVING RUBIN

Sworn to before me this
14 day of APR, 2008.

Notary Public

SIMON M. NEUSTEIN
NOTARY PUBLIC, State of New York
NO. 01NE6052461
Qualified in Kings County
My Commission Expires Dec. 18, 2010

IRVING RUBIN

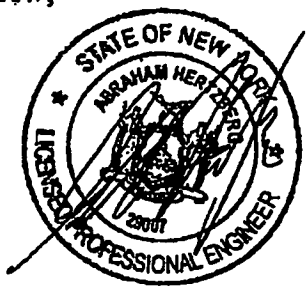
Sworn to before me this
14 day of APR, 2008.

Notary Public

SIMON M. NEUSTEIN
NOTARY PUBLIC, State of New York
NO. 01NE6052461
Qualified in Kings County
My Commission Expires Dec. 18, 2010

HERTZBERG AND SANCHEZ
295 NORTHERN BOULEVARD
GREAT NECK, NEW YORK 11021
1516.482.3558

CERTIFACATION BY SPONSOR'S ENGINEER/ARCHITECT PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED



03/09/07

Department of law
Of the State of New York
120 Broadway, 23rd floor
New York, New York 10271

Attn: Real Estate Financing Bureau
Re: 291 Devoe Street
Town of Brooklyn

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the report). I visually inspected existing portions of the property on 12/05/06 and I examined the building plans and specifications that were prepared by the office of Anthony M. Salvati, License No: 006209, dated 05/16/06 and prepared the report Dated 03/09/07, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the report.

I am a licensed engineer in the state in which the property is located. I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this report.

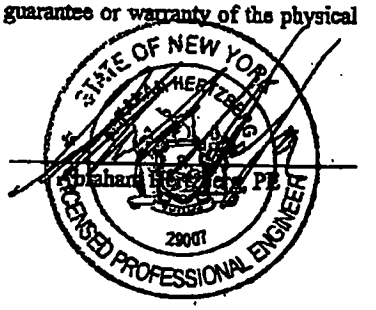
I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. I certify that the report:

i. Sets forth in narrative form, the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that the construction is in accordance with the plans and specifications 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 construction, provided that construction is in accordance with the plans and specification that I examined;
iii. Does not omit any material fact;
iv. Does not contain any untrue statement of the 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 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 representations or statement made.

I further certify that we are not owned 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 on

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the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



Abraham [illegible], PE

Affirmed before me this
19 day of MAY, 2007

Notary Public

SIMON M. NEUSTEIN
NOTARY PUBLIC, State of New York
No. 01NE6052461
Qualified in Kings County
My Commission Expires Dec. 18, 20 10

King David international Realty
Licensed Real Estate Broker
616 Williamsburg Station
Brooklyn, N.Y. 11211
Tel. (718) 222-1500 Fax. (718) 624-1497

4/14/08

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF BUDGET PURSUANT TO SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

RE: 291 Devoe Street, Brooklyn, New York

The sponsor of the condominium offering plan for the above captioned property retained me to review SCHEDULE B and SCHEDULE B-1 containing the projections of income and expenses for the first year of condominium operation. Our experience in the field includes being a licensed Real Estate Broker for over Five years; the management of approximately Ten buildings; and, the sale of numerous condominium and rental properties. We are familiar with prices, practices, and procedures in the area of this condominium.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in part 20, insofar as they are applicable to SCHEDULE B and SCHEDULE B-1. We have reviewed the SCHEDULES and investigated the facts set forth in the SCHEDULES, and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in SCHEDULE B and SCHEDULE B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

1. Set forth in detail the projected income and expense for the first year of condominium operation;
2. Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
3. Does not omit any material fact;
4. Does not contain any untrue statement of a material fact;
5. Does not contain any fraud, deception, concealment, or suppression;
6. Does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7. 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;

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c. Made no reasonable effort to ascertain the truth; or,
d. Did not have the knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expense for the first year of condominium operation. This certification is made under the penalty of perjury for the benefit of all persons to whom this offering is made. We understand that violations are subject to civil and criminal penalties of the General and Business Law and Penal Law.

GIORGIO MAYER
Licensed Real Estate Broker

Affirmed to before me this
14 Day of Apr., 2008

NOTARY PUBLIC

SIMON M. NEUSTEIN
NOTARY PUBLIC, State of New York
NO. 01NE6052461
Qualified in Kings County
My Commission Expires Dec. 18, 2010

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